

AGREEMENT

Between

KEARSARGE REGIONAL SCHOOL BOARD

and the

KEARSARGE REGIONAL EDUCATION ASSOCIATION

July 1, 2022 - June 30, 2025

Ratified by KREA and KRSD, October 2021

Approved by the voters on March 8 2022

Changes to this agreement are highlighted in yellow.

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KEARSARGE REGIONAL SCHOOL DISTRICT - TEACHERS' AGREEMENT
2022-2025

1 **Article I. RECOGNITION**

2 A. For the purpose of collective negotiation, the Kearsarge Regional School Board (the
3 Board) recognizes the Kearsarge Regional Education Association (the Association) as
4 the bargaining representative of all (herein referred to as teacher, employee or staff):

- 5 1. Teachers
- 6 2. Department Coordinators
- 7 3. Guidance Counselors
- 8 4. Reading Specialists/Diagnosticians
- 9 5. Nurses
- 10 6. Media Specialists/Generalists
- 11 7. Speech/Language Pathologists
- 12 8. Social Workers
- 13 9. School Psychologists/Psychiatrists/Behavior Specialists
- 14 10. School to Work Coordinators
- 15 11. Occupational Therapists
- 16 12. Technology Integration Specialist

17 B. Definition

- 18 1. A part-time employee is an individual whose assigned duties require him/her to be
19 regularly present at school for less than the usual full school week or day.
- 20 2. It is agreed that part-time employees shall be entitled to the same benefits as other
21 employees prorated in accordance with contract time. This provision will not apply if it
22 is contrary to the regulations of benefit providers.
- 23 3. Part-time non-continuing staff is not covered by any RIF provision under Article VII.
- 24 4. At the sole discretion of the administration, part-time staff (less than 0.80 FTE) may
25 be assigned to either a greater or lesser percentage of work (percent Full-Time
26 Equivalent) than that amount assigned in their current year's contract without activating
27 any provision of RIF under Article VII.

28 5. Any teacher less than 0.8 FTE is required to attend meetings and obligations on a
29 prorated basis to be arranged with the building administrator. It shall be the obligation
30 of the teacher to obtain all information from meetings that were not attended.

31 C. The above listed persons covered by this Agreement shall be referred to as “teachers” in
32 this Agreement. The Association and the Board agree to enter into negotiations in
33 accordance with RSA 273-A. All bargaining unit members are professionals and will
34 fulfill the duties and responsibilities of their positions.

35
36 **Article II. NEGOTIATION PROCEDURE**

37 A. Initiation of Negotiations

38 Either party desiring to bargain shall serve written notice of its intention to the other party
39 at least 120 days before the budget submission date, in accordance with RSA 273-A.
40 Negotiations shall begin no later than ninety (90) days before the budget submission date.

41 B. Scope of Negotiations

42 During negotiations, the Board and the Association may present relevant data,
43 exchange points of view, and make proposals and counterproposals. The Board and the
44 Association will, upon request, make available to one another for inspection all
45 pertinent non-confidential records, dates, and information used in developing proposals.
46 Either party may, if it so desires, utilize the services of outside consultants and may call
47 upon professional and lay representatives to assist in the negotiations.

48 C. Form of Agreement

49 The parties may by mutual agreement pass over mediation and go directly to fact-
50 finding. Any agreement reached shall be reduced to writing and be signed by the Board
51 and by the Association.

52 D. Matter for Negotiations

53 It is agreed that terms and conditions of employment shall not be changed or
54 implemented without prior negotiations as required by RSA 273-A: 1 XI as interpreted
55 and applied by the decisions of the Public Employee Labor Relations Board and the
56 New Hampshire Supreme Court.

59 **Article III. TEMPORARY LEAVES OF ABSENCE**

60 A. Sick Leave

61 1. Each teacher in the first four years of employment with the District who is under
62 contract for a full professional year will be granted fifteen (15) days of sick leave
63 per year which can be cumulative to no more than sixty (60) days. After the
64 completion of the fourth year of employment, teachers will be granted sixty (60)
65 days of sick leave per year with no accumulation.

66 2. Employees who have over sixty (60) days of sick leave as of July 1, 2019, shall
67 keep their current balance, with no future accumulation. Should the balance drop
68 below the sixty (60) days per year, the employee will have available sixty (60) days
69 per year with their next contract.

70 These sick leave days may be used for:

- 71 a) Personal illness or injury
- 72 b) Illness or injury in the immediate family. Immediate family shall be
73 defined per the Family Medical Leave Act as a spouse, child, or parent of
74 the employee. Leave for other family members may be granted at the
75 discretion of the Superintendent who shall not be arbitrary or capricious in
76 such decisions.

77
78 The Association and the Board recognize that sick leave is to be taken only for
79 purposes listed in this Article III A. Sick leave is not intended to represent a form
80 of payment to a teacher or teachers, nor to grant any rights to be absent from school
81 for purposes other than as set forth in this Article III A. The provisions in this
82 Article and Article IV are in addition to the FMLA.

83 3. Sick leave should be prorated in accordance with contract time.

84 4. When the use of sick leave is required, appropriate notification will be submitted
85 as soon as possible

86 B. Personal Leave

87 Teachers shall have up to three (3) days non-cumulative personal leave with full pay
88 each school year. Appropriate notification will be submitted of the use of a Personal
89 leave day as soon as possible prior to taking such leave, but in no event later than five

90 (5) school days after taking that leave. Personal leave is not intended to be used for the
91 purpose of extending a holiday weekend or a vacation period. Failure to give such
92 notification will result in such leave being treated as sick leave under Article III A.

93 Personal leave shall be used only for:

- 94 a) Circumstances beyond the control of the teacher.
- 95 b) Personal affairs which cannot be accomplished at any other time.
- 96 c) Duties as an official of a governmental agency.

97 Unpaid leave may be granted for reasons other than those stated within this article at
98 the sole discretion of the Superintendent.

99 C. Professional Leave

100 All staff members shall be allowed two (2) professional days for attending conferences,
101 workshops, or educational meetings as approved by their Principal. Additional days
102 may be granted or required by the building Principal and the Superintendent.

103 D. Disciplinary Action

104 In the event a teacher takes leave, which is not authorized by this Article III A or III B,
105 the teacher will be subject to disciplinary action. The Superintendent shall hold a
106 hearing with the teacher. The teacher is expected to present evidence supporting the
107 appropriate use of the leave. If that hearing results in a finding that unauthorized leave
108 was taken, a written finding specifying the facts of the breach will be issued and there
109 shall be an automatic deduction from that teacher's salary at the rate of 1/94th of the
110 annual salary paid to said teacher for each such unauthorized leave day found to have
111 been taken.

112 E. Bereavement Leave

113 Teachers shall be granted up to three (3) paid Bereavement Days each school year.
114 Unusual circumstances that require more than three days will require Superintendent
115 approval and any available sick time will be used for these absences.

116 F. Other Leaves

117 Leaves for other reasons not listed in this agreement, paid or not paid, shall be granted
118 at the sole discretion of the Superintendent or designee. Extended other leave requests
119 of over ten work days shall be subject to School Board approval. An "other leave"
120 when possible, shall be requested 30 days in advance in writing to the Superintendent.

121 **Article IV. EXTENDED LEAVES OF ABSENCE**

122 A. Child-rearing Leave

123 1. Child-rearing leave shall be granted to any teacher who requests it provided that
124 she/he is expecting or adopting a child. Such leave must be requested in writing by the
125 teacher at least ninety (90) days prior to the anticipated birth or adoption date. The
126 request shall specify the anticipated date such leave will begin and the date of return to
127 full-time teaching. The return date shall be the first day of a term or other mutually
128 agreed upon date. This leave will be without salary, but the district will contribute 50%
129 of the premium cost for the health care plans in Article XI F and XI G and 100% of XI
130 H and XI I (Life Insurance and Long Term Disability). The teacher’s monthly portion
131 of the premium shall be contributed monthly in advance, failing which the teacher risks
132 termination of the plans for failure to pay to the insurer the full premium due. The
133 portion of a leave taken during the contract year by a teacher due to disability resulting
134 from pregnancy, miscarriage, or childbirth shall be charged to his/her available sick
135 leave.

136 2. The child-rearing leave of absence shall not exceed one calendar (1) year, unless the
137 Superintendent grants up to an additional year of child-rearing leave. A teacher taking
138 child-rearing leave shall return and shall resume his/her duties no later than the
139 beginning of the next school quarter following nine months after the birth or adoption
140 for which the leave is taken. The teacher may, by mutual agreement with the
141 Superintendent of Schools, return to full-time employment prior to the conclusion of
142 the leave, providing the teacher notifies the Superintendent at least sixty (60) days prior
143 to the start of the quarter for which he/she will return to teaching. A teacher on child-
144 rearing leave will be subject to the same terms relating to termination and reduction in
145 force as apply to all other teachers under this Agreement. Whenever possible the
146 teacher will return to the same position or a similar position unless a request is made for
147 a different position and is agreed upon between the teacher and Superintendent. An
148 approved child-rearing leave in excess of one (1) calendar year, unless approved by the
149 Superintendent, shall constitute a break in service.

152 B. Sabbatical Leave

153 1. Sabbatical leaves are granted at the discretion of the School Board and are designed
154 to encourage the improvement of instruction, supervision and administration in the
155 Kearsarge Regional School District. Any full-time teacher may apply for a sabbatical
156 leave during or after his/her seventh year of continuous service in the Kearsarge
157 Regional School District. Under exceptional circumstances, the Board may waive the
158 seven-year (7) requirement. The teacher must present a detailed sabbatical leave
159 proposal for approval by the School Board upon recommendation of the Superintendent
160 of Schools. This proposal must be submitted to the Superintendent prior to **March** 1 of
161 the school year preceding the sabbatical leave. Applicants will be notified of decisions
162 prior to May 1.

163 2. A Sabbatical Leave Committee will be established as needed and consist of two (2)
164 Board members, two (2) administrators and three (3) teachers – one (1) from each level
165 -- high school, middle school and elementary school -- which will make
166 recommendations to the Superintendent concerning the sabbatical leave proposals.

167 3. Sabbatical leaves will be available only for full-time study or research programs,
168 which offer potential benefit both to the individual teacher and to the school system.
169 Travel will not be approved except when necessary and incidental to a study program.
170 Not more than two (2) full-time teachers will be granted a leave during a school year.

171 4. For a full-year sabbatical, the teacher will receive one-half of the annual salary
172 he/she would receive in his/her position in Kearsarge Regional School District. For a
173 half school-year sabbatical, the teacher will receive the full salary he/she would have
174 received during this period. A half-year sabbatical will be approved only if satisfactory
175 arrangements can be made to cover a teacher's responsibilities during a partial year's
176 absence.

177 5. During the sabbatical the teacher will receive the benefits listed in Article XI A, E,
178 G, H and L and the credit allowance offered to a teacher in active service pursuant to
179 Article V B. A teacher will receive credit on the salary schedule for the sabbatical
180 leave.

181 6. The teacher will return to the Kearsarge Regional School District for a minimum of
182 two (2) years following the sabbatical. If he/she terminates his/her employment before

183 the end of the two-year (2) period, he/she must repay on a prorated basis within a five-
184 year (5) period the amount of the sabbatical leave compensation.

185 7. Whenever possible the teacher will return to the same position or a similar position
186 unless the teacher makes a request for a different position and it is agreed upon between
187 the teacher and Superintendent.

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189 **Article V. PROFESSIONAL DEVELOPMENT**

190 A. Each teacher is required to participate in the School Administrative Unit Professional
191 Development Plan. It is the teacher’s responsibility to maintain a current teaching
192 credential and to notify the Superintendent by October 1st of any anticipated change in
193 degree status for the next year.

194 B. The School Board will allow up to 1% of the total compensation as shown in Article XI
195 Section A1, to be used for District Approved Graduate programs (Master’s, Certificate
196 of Advanced Graduate Studies and Doctoral degrees), course, conference, and
197 workshop registration(s). The amount so determined will be allocated 50% to support
198 of District Approved Graduate programs and 50% to other course, conference and
199 workshop registration(s). Each year the district may identify no more than four (4) staff
200 members to advance to the top of the waiting list for District Approved Graduation
201 programs in order to address Critical Shortage (SBLP) areas within the district. This
202 program is a pilot for the duration of this contract. This language will revert to that of
203 the 2019-2022 collective bargain agreement at the end of the pilot, unless the parties
204 agree otherwise.

205 C. District-Approved Graduate Degree Programs

206 1. Approval for a District Approved Graduate program shall be subject to the
207 availability of funds. Priority shall be given to those seeking a degree in an area that
208 meets the district’s needs. Approval is the exclusive responsibility of the
209 Superintendent. Employees who want to participate in a District Approved Graduate
210 program must notify the Superintendent. A list of interested employees will be
211 maintained by the district. Upon fund availability and approval by the Superintendent,
212 employees will be notified of eligibility in the order in which they applied. Upon
213 notification, employees have the option to defer for one year without losing their place

214 in the queue.

215 2. Reimbursement will be in the form of an interest free loan, which shall become due
216 and payable if the teacher leaves the district voluntarily or for disciplinary reasons.
217 Fifty percent of the loan shall be forgiven at the end of four years of teaching service to
218 the district following graduation from the program and the remainder shall be forgiven
219 five years after graduation.

220 3. Each teacher may receive funds towards District Approved Graduate programs
221 totaling up to the per credit cost of the UNH state university system at the New
222 Hampshire Resident rate for twenty (20) credits per the district's fiscal year or the cost
223 of tuition for the employee's approved program, whichever is the lesser-to meet the
224 above requirements or to assist him/her in obtaining credits for a master's degree. This
225 provision will not be met if the teacher is recompensed in some other way such as
226 scholarships, grants, etc. Teachers desiring to qualify for more than this must receive
227 approval from the Superintendent. This program is a pilot for the duration of this
228 contract. This language will revert to that of the 2019-2022 collective bargaining
229 agreement at the end of the pilot, unless the parties agree otherwise.

230 4. All courses must be related to the teacher's professional development plan. Money
231 for reimbursement will be set aside when the Superintendent approves the courses to be
232 taken. The District will provide payment for approved courses when presented with a
233 purchase order from the offering institution with the understanding that the teacher
234 requesting this prepayment option must also execute a salary reduction agreement at the
235 time of the request for graduate course approval and provide written evidence of a
236 passing grade (B or better) within thirty (30) calendar days of the completion of the
237 course either in the form of a transcript or letter on the school's stationery. In no case
238 can this be later than June 10 so that accounts can be closed for the fiscal year. If the
239 teacher withdraws from the class, he/she must give written notice to the District within
240 fifteen (15) calendar days. The teacher will be responsible for any money not recovered
241 from the offering institution because of withdrawal. Failure to comply with these
242 requirements will result in the implementation of the salary reduction agreement.
243 Teachers who are pursuing an advanced degree must take at least one (1) course every
244 semester until the degree is reached. If a semester is going to be missed, the teacher

245 must inform the Superintendent in writing at least forty-five (45) calendar days before
246 the beginning of the semester so that monies may be reallocated. If a teacher misses
247 more than one (1) semester, he/she will need to reapply for inclusion in the Graduate
248 program unless granted permission by the Superintendent.

249 5. Other Courses and Workshops: Money for course(s), conference(s), workshop(s)
250 and related expenses including reasonable travel & lodging will be divided equally
251 among teachers who are not participating in the District Approved Graduate program.
252 Any unexpended funds available on June 1 of the contract year become available to any
253 teacher not part of the Approved Graduate Program. Available funds can be applied for
254 five business days prior to June 1 for reimbursement of courses, conferences, and
255 workshops only, exclusive of related expenses. Applications for reimbursement will be
256 considered only when all of the instructions for filing the application have been
257 followed completely.

258 Available funds on June 1st, will first be disbursed to all applicants up to an amount of
259 \$300.00 for each applicant (noted as round 1). After honoring the first group of requests
260 that have a request balance, the remaining funds will be distributed in accordance with
261 samples below.

262 For recipient's who request and receive over \$3,000.00, the teacher will be required to
263 hold a two year commitment to the district in the years following the amount paid
264 (example, a teacher is reimbursed \$5,000 in fiscal year 2016-2017, the commitment of
265 work for the district must be for FY 2017-2018 and FY 2018-2019 or repay 50% of the
266 total amount granted upon leaving the district (example, the same teacher listed above
267 leaves the district during FY 2018-2019 that teacher must repay the district \$2,500).

268 Any reimbursement shall be for courses or workshops related to the teacher's
269 professional development plan and shall be subject to the approval of the Principal and
270 Superintendent.

271 Any remaining amounts after all disbursement have been made will be available for use
272 by the KRSD Professional Development Committee to address the KRSD professional
273 development goals. These funds have to be expended or encumbered in the current
274 fiscal year.

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SAMPLE 1 – Remaining funds available to reimburse all requests at 100%

- All request paid in full and/or up to the \$300 reimbursement
- Balance remaining enough to cover remaining balances
- Funds available for the KRSD Professional Development Committee to address the KRSD professional development goals.

Name	Date Received	Amount Requested	Amount Paid Round 1	Remaining Balance	Remaining Balance Minus Round 1 Payment	Running Remaining Balance
				\$ 34,319.00	\$ 33,269.00	
				Round 1 Payment	Round 2 Payment	
Teacher 1	5/29/2013	\$ 500.00	\$ 300.00	\$ 34,019.00	\$ 200.00	\$ 33,069.00
Teacher 2	5/29/2013	\$ 1,500.00	\$ 300.00	\$ 33,719.00	\$ 1,200.00	\$ 31,869.00
Teacher 3	5/29/2013	\$ 100.00	\$ 100.00	\$ 33,619.00	\$ -	\$ 31,869.00
Teacher 4	5/29/2013	\$ 700.00	\$ 300.00	\$ 33,319.00	\$ 400.00	\$ 31,469.00
Teacher 5	5/29/2013	\$ 50.00	\$ 50.00	\$ 33,269.00	\$ -	\$ 31,469.00
		\$ 2,850.00	\$ 1,050.00		\$ 1,800.00	

Funds available for use by the KRSD Professional Development Committee

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SAMPLE 2 – Not enough funds to cover initial \$300

- Not enough remaining to cover the initial \$300 reimbursement
- We calculate the percentage “short” by
 - adding up all request up to \$300 = initial round 1
 - take the remaining balance of available funds divided by initial round 1 total
- This gives the percentage to apply to all requests against the initial round 1 total

Name	Date Received	Amount Requested	Amount Paid Round 1	Remaining Balance	Amount Less then Round 1 Requests	Running Remaining Balance
				\$ 900.00	85.71429%	
				Initial Round 1	Round 1 Payment	
Teacher 1	5/29/2013	\$ 500.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}	\$ 642.86
Teacher 2	5/29/2013	\$ 1,500.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}	\$ 385.71
Teacher 3	5/29/2013	\$ 100.00	\$ 100.00	\$ 85.71	{= 100.00 x 85.71429%}	\$ 300.00
Teacher 4	5/29/2013	\$ 700.00	\$ 300.00	\$ 257.14	{= 300.00 x 85.71429%}	\$ 42.86
Teacher 5	5/29/2013	\$ 50.00	\$ 50.00	\$ 42.86	{= 50.00 x 85.71429%}	\$ 0.00
		\$ 2,850.00	\$ 1,050.00	\$ 900.00		

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- 323 2. Each of the teachers must be identified by name
324 3. There must be mutual agreement by the School Board and the
325 Association as to the subject matter of the grievance and the
326 appropriateness of the group. The acceptance or rejection of a grievance
327 as a group grievance is not subject to grievance.

328 D. The following matters are excluded from the Grievance Procedure:

- 329 1. Any matter for which a specific method of review is prescribed by law,
330 or by any rule or regulation of the State Board of Education.
331 2. A complaint from a non-continuing contract teacher within the district,
332 which is caused by his/her not being re-employed.

333 E. Procedure

- 334 1. Any teacher covered by this Agreement who has a grievance shall first discuss it
335 with his/her immediate supervisor in an attempt to resolve the matter mutually at that
336 level. A decision by the immediate supervisor shall be rendered within ten (10) school
337 days. An individual teacher may present an oral grievance to his/her immediate
338 supervisor without the intervention of counsel or a representative. Until the grievance
339 is reduced to writing, the counsel or representative shall be excluded from a hearing.
340 2. If the teacher is not satisfied with the decision, he/she may appeal the decision to the
341 Principal within ten (10) school days after the receipt of the decision of the immediate
342 supervisor. The appeal shall be in writing, signed by the teacher and must specify:
343 a) The nature of the grievance, i.e. the specific provisions of the
344 Agreement, which have been violated or misinterpreted or misapplied
345 b) The specific injury and loss to the teacher
346 c) The remedies sought
347 d) The date of the alleged violation, misinterpretation, or misapplication.

348 The Principal shall investigate the matter and communicate the decision in writing to
349 the grievant within ten (10) school days from receipt of the written grievance.

- 350 3. If the teacher is not satisfied with the Principal's decision, he/she may appeal his/her
351 grievance to the Superintendent in writing within ten (10) school days after the receipt
352 of the Principal's decision. The teacher shall also notify the Association of the
353 grievance at this time. The Superintendent or Assistant Superintendent shall investigate

354 the grievance, hear the grievant if he/she requests it, and render a decision in writing
355 within twenty (20) school days after the receipt of the appeal to the Superintendent
356 level.

357 4. If the teacher is not satisfied with the Superintendent's decision, he/she may appeal
358 his/her grievance to the Board within ten (10) school days after receipt of the
359 Superintendent's decision. The Board shall hold a hearing within twenty (20) school
360 days, at which the grievant shall present his/her grievance, to which the Superintendent
361 shall offer his/her response. The Association and/or District may be represented by an
362 outside party. Should the Association or the District seek representation by an outside
363 party, that entity will notify the other at least five (5) school days before the hearing.
364 The School Board shall make a decision on the issue and so advise the grievant and the
365 Association in writing within twenty (20) school days of that hearing.

366 5. If the decision of the Board does not resolve the grievance and if the teacher
367 through the Association decides to appeal that decision, the matter shall be submitted to
368 Binding Arbitration providing the Association notifies the Superintendent of such a
369 request within twenty (20) school days of the Board's decision.

370 6. Failure to communicate the decision on a grievance within the specified time limits
371 shall permit the grievant to proceed to the next step. Failure in any step of this
372 procedure to appeal a grievance to the next step within the specified time limits shall be
373 deemed a waiver of future appeal of decision and will be considered acceptance of the
374 decision rendered.

375 7. No reprisals of any kind will be taken by the District or teachers against any party in
376 interest.

377 F. Arbitration

378 The following procedure shall be used to secure the services of an arbitrator:

379 1. The parties will attempt to agree upon a mutually satisfactory third party to
380 serve as arbitrator. If no agreement is reached within ten (10) school days
381 following the date the request for arbitration was received by the Board, the
382 American Arbitration Association will be notified by either or both parties and
383 requested to submit a roster of persons qualified to function as an arbitrator.

384 2. The arbitration shall be administered consistent with current Labor Arbitration

- 385 Rules of the American Arbitration Association.
- 386 3. If the parties are unable to determine a mutually satisfactory arbitrator within
- 387 ten (10) school days of receipt, the American Arbitration Association may be
- 388 requested by either party to designate an arbitrator.
- 389 4. The arbitrator shall limit him/herself to the issues submitted to him/her and shall
- 390 consider nothing else. He/She shall be bound by and must comply with all of
- 391 the terms of this agreement. He/She shall have no power to add to, delete from,
- 392 or modify in any way any of the provisions of this Agreement. The arbitrator
- 393 may apply no penalty payments.
- 394 5. The Board, the aggrieved, and the Association shall receive copies of the
- 395 arbitrator's report. This shall be accomplished within thirty (30) school days of
- 396 the completion of the arbitrator's hearing.
- 397 6. The costs for the services of the arbitrator including per diem expenses, if any,
- 398 and actual and necessary travel, subsistence expenses and the cost of the
- 399 hearing room shall be borne equally by the Board and the Association. Any
- 400 other expenses shall be paid by the party incurring it.
- 401 7.

402 **Article VII. REDUCTION IN FORCE POLICY**

- 403 A. In the event it becomes necessary in the Board's opinion to reduce the number of
- 404 teachers due to reasons of economy, program elimination or reduction, declining
- 405 enrollment in a given grade level, given subject area, or because of the consolidation or
- 406 elimination of positions or programs, the basis for the decision to terminate a teacher or
- 407 teachers shall be in accordance with the following:
- 408 1. Reductions will first be accomplished by attrition, such as resignations, retirements
- 409 or probationary status. Teachers who have yet to obtain continuing contract status
- 410 under RSA 189:14-a and any experienced educator who has been placed on a Formal
- 411 Assistance Plan (FAP) as outlined in the Supervision and Professional Development
- 412 Model who has not shown acceptable progress in six (6) months on the plan will be
- 413 included in this pool of probationary teachers and considered for the reduction in force.
- 414 2. If more reductions are necessary, KRSD teachers who were moved (in the best
- 415 interest of KRSD) into a different position that is currently being eliminated will be

416 offered the opportunity to return to their previous position (or a similar position within
417 their certification area) as long as they would not otherwise be terminated according to
418 the criteria defined below.

419 3. All teachers will be classified according to their present assignment and shall be
420 reduced by the following classifications of grade levels and subject areas.

Grade Level	Subject Area
Grade 6 - 12	Language arts, social studies, math, science, reading, foreign language or other primary assignments
Pre-K - 12	Music, art, special education, library, physical education, health, family and consumer science, information technology, guidance, nurse, speech/language pathologist, school psychologist/psychiatrist, social worker, school-to-work coordinator, occupational therapist, reading specialist, math coach or other primary assignments, including classroom teachers

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422 4. In making staff reduction decisions among certified staff, from the classifications
423 above, the Superintendent, in his or her sound discretion, will consider the criteria listed
424 below, in no particular order:

- 425 a) Qualifications to teach particular subjects or grades as determined by New
426 Hampshire Certification Standards.
- 427 b) Seniority, which is defined as the total number of years continuously
428 employed in this bargaining unit.
- 429 c) Academic and professional preparation beyond minimum standards.
- 430 d) Previous years' professional performance evaluation, excluding the current
431 year.

432 The Superintendent will provide to each teacher a synopsis of how his/her decision was
433 reached which provides information about each ranking listed.

434 B. A listing including all teachers, their certifications, years of continuous service from the
435 date of last hire (the Date of Hire) with the District, and the Date of Hire will be posted
436 in each school by November 1 by the Office of the Superintendent unless otherwise
437 mutually agreed to by the Superintendent and Association President.

- 438 C. As soon as reduction in force is seriously contemplated, the Superintendent of Schools
439 shall notify the President of the Association and the teachers in the specific
440 classifications within which it is contemplated a position will be eliminated. Teachers
441 who will be non-renewed as a result of a RIF will be notified in writing no later than
442 April 15. The affected teacher(s), along with a KREA representative, may provide the
443 Superintendent with information pertaining to the criteria listed in Article VII A4.
- 444 D. Teachers who are RIFed will be placed on a recall list for two (2) years. In order to
445 exercise this right, the teacher must indicate in writing within ninety (90) calendar days
446 of the notice of RIF, that he/she wishes to be placed on the recall list. Any teacher
447 RIFed and indicating a desire for recall will be notified of any teaching vacancy which
448 is of a full-time nature and lasting for one (1) year or more. If the RIFed teacher is
449 interested in the opportunity, he/she must respond within fourteen (14) calendar days
450 from the date the notice of vacancy is sent to him/her. Failure to respond within
451 fourteen (14) calendar days from the date of the notice of vacancy is sent will result in
452 removal from the recall list.
- 453 E. A teacher indicating an interest in an opportunity will automatically be considered a
454 finalist (one of not more than two to three candidates considered by the Superintendent
455 for employment) for any position for which he/she is competent and fully qualified.

456

457 **Article VIII. MANAGEMENT RIGHTS**

- 458 A. The parties agree that all the rights and responsibilities of the Board which have not
459 been specifically provided for in this agreement are retained at the sole discretion of the
460 Board or its designee(s), whose right to determine and structure the goals, purposes,
461 functions, and policies of the District without being subject to the grievance and
462 arbitration procedures of this agreement shall include, but not be limited to, the
463 following:
- 464 1. The right to direct teachers, to determine qualifications, promotional criteria,
465 hiring criteria, standards for work and to hire, promote, transfer, assign, retain
466 teachers in positions; to suspend, demote, discharge or take other disciplinary
467 actions against a teacher for proper and just cause, subject to the other
468 provisions of this agreement, including grievance and arbitration;

- 469 2. The right to relieve a teacher from duty because of lack of work or other
470 legitimate reasons;
- 471 3. The right to take such action as in its judgment it deems necessary to
472 maintain the efficiency of District operations;
- 473 4. The right to determine the means, methods, budgetary and financial
474 procedures, and personnel by which the operations are to be conducted;
- 475 5. The right to take such actions as may be necessary to carry out the missions
476 of the District in case of emergencies;
- 477 6. The right to make rules, regulations and policies not inconsistent with the
478 provisions of this agreement and to require compliance therewith; and
479 7. The right to subcontract.
- 480 B. Nothing in this Agreement shall be construed to limit the right of the Superintendent or
481 other supervisory personnel to direct the teachers, as their judgment requires in any and
482 all emergency situations as he/she deems to be appropriate.
- 483 C. It shall be the right of the Association to present and process grievances of its members
484 whose wages, hours or working conditions are changed in violation of this Agreement
485 as specified in Article VI whenever such grievances exist.

486
487 **Article IX. TEACHER RIGHTS**

- 488 A. The Board agrees that every teacher shall have the right to freely organize and support
489 the Association for the purpose of engaging in collective bargaining or negotiation.
490 The Board will not discriminate against any teacher with respect to hours, wages, or
491 any terms or conditions of employment on the basis of race, creed, color, religion,
492 national origin, gender, sexual orientation, marital status, handicap or age or by reason
493 of his/her membership in the Association or collective negotiations with the Board; or
494 his/her institution of any grievance, complaint or proceeding under this agreement or
495 otherwise brought in good faith with respect to any terms or conditions of employment.
- 496 B. The teacher or his/her designee (see Appendix D) shall have the right to review the
497 contents of his/her personnel records. Other examinations of a teacher's file(s) shall be
498 limited to the School Board, the Superintendent, the supervising Principal, and such
499 attorney for the Board or other designated, qualified person with a need to know for

500 legitimate Board purposes or supervisory reasons. No material related to a teacher’s job
501 performance or behavior, including complaints originating after initial employment,
502 will be placed in his/her personnel file unless the teacher has had an opportunity to
503 review the material. The teacher may submit a written notation regarding any material,
504 and the same shall be attached to the file copy of the material to be placed in his/her
505 file. If the teacher believes the material is inappropriate or in error, he/she may request
506 that the material be corrected or expunged from the file, whichever is appropriate.
507 When a teacher is requested to sign material placed in the file, the signature indicates
508 that he/she has read the material, and the signature shall not be interpreted to mean
509 agreement with the content of the material. Any person reviewing a teacher’s file
510 (including that teacher) shall sign and date a sheet attached to the file for this purpose.
511 This review shall take place during an agreed upon time; requests to examine the file
512 need to be made to the Superintendent or his/her designee at least twenty-four (24)
513 hours prior and shall not be unreasonably withheld. The review may be sooner if
514 mutually agreed upon.

515 C. It is the District’s intent to hire a substitute whenever a teacher is absent. If a substitute
516 is not available, the building administrator will make every effort to arrange for
517 coverage. When employees provide peer coverage in lieu of a substitute, they will be
518 compensated in accordance with the Peer Coverage Compensation Plan which is
519 mutually agreed upon by the Association and district. The pilot program will be in
520 effect through the duration of this contract and shall sunset at the termination of this
521 contract unless the parties mutually agree to a continuation.

522
523 **Article X. OTHER RIGHTS**

524 A. Association Rights

525 The Association shall have the right upon prior notice to the building principal to use a
526 school building at reasonable times for meetings. The Association and its designated
527 representatives, who shall be specified in writing to the appropriate Principal, shall
528 have the right to use school equipment at reasonable times, when such equipment is not
529 otherwise in use upon terms for reimbursement to be mutually determined by the
530 Association and the Superintendent.

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B. School Board Rights

If a teacher signs a contract for the following school year, he/she will, notwithstanding that fact, be released from that contract if such release is requested by that teacher prior to the last regular school day of the current fiscal year. After that date, the signed contract for the ensuing year will be honored. If, after that date, a teacher desires release from his/her contract, the Board reserves the right to withhold that release until such time as a suitable replacement has been obtained. Teachers resigning after the last regular day of school will be responsible for repayment of any staff development payments made by the District for courses or other benefits provided under Article V B, which courses or other benefits are in effect or become available after the last regular day of the school year, and for all costs incurred by the School District to obtain a replacement, not to exceed \$1,500. This includes but is not limited to: advertising, differential in salary, administrative time, etc. In the event the reason for the failure to give notice prior to the last regular school day of that fiscal year is beyond the control of that teacher, then such repayment shall be limited to \$250.

Article XI. COMPENSATION

A. Salary Performance Compensation

1. Teachers will be paid in accordance with the salary schedules in Appendix A. Subject to Article XIII (D), teachers in their second and subsequent years of employment in this bargaining unit will advance one step or move to an off-step positions on the salary schedule.

B. Salary

1. Non-continuing contract teachers will receive automatic steps each year, regardless of performance rating.
2. Teachers’ performance rating will be based on Domains 1-4.
3. Continuing contract teachers who receive a Proficient or Distinguished rating (top two rating categories) will receive a step increase if not yet on the top step.
4. Continuing contract teachers whose overall rating on the summative evaluation are Basic or Developing (bottom two rating categories) will not receive a step increase.
5. All compensation shall be prorated for teachers who work less than 1.0 full-time

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- equivalent.
- 6. Salaries shall be paid in equal bi-weekly installments.
- 7. The steps outlined in 1-6 do not supersede the provisions in RSA 189:14-a regarding non-renewals.
- C. Salary Schedule
 - 1. The basic salaries of teachers covered by this agreement are set forth in Appendix A which are attached to and incorporated in this agreement. The Board will make every effort to hire teachers into the District on the salary schedule established under this Article X A1 based upon the degree status, years of experience in teaching, and other relevant criteria, except for special circumstances. These schedules shall remain in effect during the term of this agreement. In the event the Board determines it is necessary to hire off schedule, including the hiring of any certified teacher who does not have a Bachelor’s degree, the Superintendent will notify the President of the Kearsarge Regional Education Association, in writing, of that fact.
 - 2. Teachers shall be paid bi-weekly. Each teacher shall have the option of salary payments pro-rated on the basis of twenty-two (22) or twenty-six (26) pay periods. Teachers electing 22 pay periods shall have the choice of receiving the balance of salary in a lump sum on the last day of school in June.
- D. Graduate Credit Beyond the Master’s Degree
 - 1. Additional pay allowance of \$25 per credit hour for those credits earned after the attainment of a Master’s Degree will be paid to a maximum of thirty (30) credits. The graduate credit must be in accordance with the teacher’s Professional Development Plan, except by special arrangements with the Superintendent of Schools. If the teacher advances to the DOC/CAGS track, the credit allowance will be removed from their base salary, as this is included in the track advancement.
 - 2. It is the teacher’s responsibility to notify the Superintendent by October 15 of any anticipated change in graduate credit beyond the Master’s Degree for the next year.
 - 3. Teachers who are in an approved Graduate degree program beyond the Master’s Degree are not eligible for the additional pay allowance (per Article XI C1).
- E. Any person changing a track who is at the top of the previous track will be given his/her credited years to a maximum of three (3) additional steps.

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F. Track and Step Changes

1. It is the teacher’s responsibility to notify the Superintendent by October 15 of any anticipated changes to their salary track for the following school year.

G. Additional Days

Any teacher asked and agreeing or required under the Supervision and Professional Development Model to work for the District within his/her certification beyond his/her contract will be paid at an hourly rate of the teacher’s annual salary divided by a factor of 1,400, up to a maximum of the annual salary at the Master’s track Step 7 divided by 1,400.

H. Incentive Teams

- 1. The fundamental elements of the Incentive Plan are outlined in Appendix E. Appendix E. may be amended by the District Professional Development Committee.
- 2. The Incentive Plan provides for a \$2,000/year payment per participant for the successful participation on an Incentive Team. Incentive Team participation is voluntary. Team Incentive pay is different from and in addition to other compensation awards. Teachers on a Formal Assistance Plan will not be eligible to participate on an Incentive Team. Those in their first year of employment in the District will not be eligible to participate on an Incentive Team.
- 3. A pool of funds of \$12,000 is designated to for the Incentive Team Program.

I. Insurance Clause:

In accordance with terms and conditions as set forth by the insurance providers, the following insurance benefits will be afforded:

1. Health Insurance

- a) The District will provide the following SchoolCare plans for employees to choose from:
 - i. Yellow with Choice Fund Plan
 - ii. Yellow without Choice Fund Plan
 - iii. Orange Plan
- b) The District will provide a payment of 93% in 2022-2023, 92.5% in 2023-2024 and 92% in 2024-2025 of the cost of the Yellow with Choice Fund Plan (formally known as the SchoolCare “Yellow” CDHP, Consumer

624 Driven Health Plan) towards any plan chosen by the employee.
625 c) The District reserves the right to offer additional health plan choices as
626 long as the current plan remains in effect.
627 d) Married couples both employed by the District will contributed 0%
628 toward the cost of either two-person or family plan. Both spouses must
629 notify the SAU in writing for this election.
630 e) Any change to the existing plans in effect on July 1, 2016, must be
631 mutually agreed upon.

632 Teachers who are currently enrolled in the District provided health plan and opt to be
633 removed during open enrollment for the following year, will receive a one-time opt-out
634 payment of \$1,400 for a single plan opt out, and \$2,800 for a 2-person or family plan
635 opt-out, not to be added to the employee's base pay. Payment shall be made to the
636 employee on or before September 30 of the first year of the opt-out during a regular
637 payroll. This opt-out option is to be offered during the term of this contract and shall
638 sunset on the expiration date of this agreement if employee participation has not
639 resulted in anticipated savings to the District. The District reserves the right to open
640 contract negotiations if Federal or State of New Hampshire health care laws change
641 during the term of this contract.

642 2. Dental Insurance

643 The District shall pay 100% of the Premium towards a Core Flex Plan for
644 each teacher and his/her eligible dependents, in accordance with the district
645 plan with a \$50 deductible option and shall make available a Dental High
646 Flex Plan with the employee paying additional premium costs. In lieu of the
647 above, the District may provide equivalent or greater coverage from another
648 carrier. Should the district be notified of a change in the plan, the District
649 will notify the Association.

650 3. Death Benefit

651 The District will provide group term life insurance through such company or
652 plan as it deems appropriate in the face amount of \$50,000 not to exceed the
653 limit of non-taxable benefit by the I.R.S., payable to the beneficiary
654 designated by the covered teacher. Eligibility will be in accordance with

655 plan documents.

656 4. Long-Term Disability Insurance

657 The District shall provide long-term disability insurance for eligible
658 employees. Ninety (90) days after being disabled, the teacher can apply to
659 receive sixty-six and two-thirds percent (66 2/3 %) of their current salary for
660 the length of the approved disability. Teachers collecting disability
661 insurance may not receive sick day compensation. Eligibility will be in
662 accordance with plan documents. A teacher who is absent under LTD will
663 maintain all of their benefits for the school year in which they are initially
664 approved, in the same manner as if they were actively working. Upon
665 request of the Superintendent, with School Board approval, the position will
666 be held for an additional year, with benefits cost for medical and/or dental to
667 be paid by the employee at 50% of the premium cost. A position will be
668 held no longer than 2 contract years.

669 J. Flexible Spending Account

670 Teachers may enroll in the Flexible Spending Account during open enrollment. The
671 plan will allow for a \$500 roll-over to the next FSA plan year.

672 K. Mileage Reimbursement

673 Approved mileage will be reimbursed per IRS mileage rate as of September 1 of the
674 preceding school year.

675 L. Early Retirement

676 1. Only full time teachers who have a date of hire prior to December 31, 1992 and who
677 have not had a break in service since December 31, 1992 may submit a written request
678 for early retirement to the Board. This request for early retirement shall be dated and
679 signed by the teacher and submitted by June 30 of the year preceding the year in which
680 the retirement shall commence. The Board shall notify all applicants within ninety (90)
681 days of the deadline. As of July 1, 2021, no current employee is eligible to retire early
682 under this provision and subsequently the remainder of the article is eliminated.
683 However, all previous language remains in full force and effect for any employee who
684 retired under this provision with benefits provided as stipulated in the negotiated
685 collective bargaining agreement in effect at the time of their early retirement.

686 2. Medical coverage will be provided up to a two person Yellow with Choice Fund
687 plan, which will be available to the retired teacher from the plan offered by the District.
688 Each teacher is obligated to pay the same co-payment amount as required of active full
689 time teachers.

690 M. Longevity

691 1. Teachers will receive longevity payment for continuous years of service within the
692 District as an acknowledgement of proficiency in their profession.

693 2. Teachers who have had a step increase or step increases withheld will not receive
694 credit for longevity payment for the year or years in which the step increases were
695 withheld. Any teacher who has had more than two step increases withheld will not be
696 eligible for longevity pay.

697 3. Child-rearing, sabbatical leaves, the Family and Medical Leave Act, and long-term
698 disability absences of up to one (1) year, or longer at the discretion of the Board, will
699 not be considered as a break in continuous service.

700 4. Notwithstanding the following, the longevity will be frozen at the 1994-95 levels
701 for all teachers. Teachers who did not receive a longevity payment in 1994-95 will not
702 receive a payment under this Agreement, nor will any longevity payment be increased
703 under this section from the 1994-95 amounts.

704 5. Longevity will be paid according to the following formula:

705	10th to 14th contract	-	\$ 300 per contract year
706	15th to 19th contract	-	\$ 500 per contract year
707	20th to 24th contract	-	\$ 750 per contract year
708	25th and beyond	-	\$1,000 per contract year

709 6. Full time teachers hired after January 1, 1993 are eligible to receive the following:

710 a) A teacher with ten (10) to fourteen (14) years of continuous service is eligible
711 to receive a \$500 match deposited annually in a tax-sheltered annuity in
712 accordance with the District Plan. The teacher must also deposit \$500 annually
713 into the same tax-sheltered annuity in order to be eligible for this benefit. Note:
714 \$500 match will be processed in years 11 through 15; \$1,500 employer
715 contribution will begin in year 16; \$2,500 employer contribution will begin in
716 year 21.

717 b) A full time teacher with fifteen (15) years of continuous service is eligible to
718 receive \$1,500 deposited annually in a tax-sheltered annuity in accordance with
719 the District Plan.

720 c) A full time teacher with twenty (20) years of continuous service is eligible to
721 receive \$2,500 deposited annually in a tax-sheltered annuity in accordance with
722 the District Plan.

723 Once eligible for the benefit, the teacher must make an initial notification to the District
724 in writing by April 15th requesting participation, including the name of the tax
725 sheltered annuity vendor and the account number. Once initial notification has been
726 verified, all subsequent eligible deposits will be automatically applied. It is the
727 teacher's responsibility to notify the District if they choose to change their TSA. Initial
728 deposits will be made within 90 days of verification and all subsequent deposits
729 will be made in June of each fiscal year.

730 7) 3. The District will provide no less than 5 tax sheltered annuity plans (403b),
731 chosen after consultation with KREA. The District may use a retirement plan
732 administrator to manage these vendors. Teachers will have the choice as to which
733 vendor they choose to establish an account with. The plans are subject to relevant IRS
734 regulations.

735 N. Co-curricular Activities

736 1. Advisors/coaches of Co-curricular activities shall receive a fixed stipend determined
737 by the negotiated formula as outlined in Appendix B, which is attached to and
738 incorporated in this agreement. The dollar amount will remain fixed for the term of this
739 agreement. The listing of an activity does not constitute a commitment that the position
740 will be filled. If additional positions are added, the rate of pay will be determined by
741 the negotiated formula outlined below in paragraph 3. This formula and schedule will
742 remain in effect during the term of this agreement.

743 2. To add a position to this schedule, after two (2) years of an organized group being
744 active, the Superintendent, through the building principal, shall be notified by the group's
745 leader that a request is going to be made. The request will be presented in writing to the
746 School Board and Superintendent. The request shall include the necessary information
747 from the bottom on Appendix B. The School Board shall respond in writing with its

748 decision by the second meeting after the presentation. If the School Board denies the
749 request, the Board will include its reasons. Requests for additions to a subsequent budget
750 must be made by October 1 of the year preceding the inclusion in the budget.

751 3. In order to determine the salary for a new Co-curricular stipend, the Superintendent
752 will use the following Tier ranges and make a final salary recommendation to the School
753 Board:

- 754 1. MS Co-curricular non sport Tier range will be 1 to 8
- 755 2. HS Co-curricular non sport Tier range will be 2 to 10
- 756 3. HS Varsity sports Tier range will be 12 to 15
- 757 4. HS Junior Varsity sports Tier range will be 8 to 12
- 758 5. HS sports not listed as Varsity or JV tier range will be 5 to 15
- 759 6. MS sports A team Tier range will be 9 to 11
- 760 7. MS sports B team Tier range will be 7 to 8
- 761 8. MS sports C team Tier range will be 3 to 7
- 762 9. MS sports not listed as A, B, C Tier range will be 1 to 5

763 4. Any removal for a stipend will be done collectively between the KREA and
764 Superintendent and documented. Funds can be retained for future additions.

765 5. Elementary co-curricular stipends will be annually assigned by the Building Principal
766 in accordance with building need. The cumulative amount of the stipend(s) assigned
767 cannot exceed what is listed on the schedule by building. The KREA Building Rep will
768 sign off on the assignments.

769 6. In the event that a co-curricular sport and/or activity is not filled due to lack of student
770 participation, the funds can be used to support other student activities in that school year
771 only. This will be done in collaboration with the Building Administrator, Superintendent,
772 and KREA President and documented.

773 O. Notwithstanding any other provision in this Agreement, the amount otherwise payable
774 to a teacher shall be reduced by such amount as is necessary to prevent the District
775 from being assessed by the New Hampshire Retirement System under RSA 100-A:16,
776 III-a.

777 P. Whenever a bargaining unit member is absent from work as a result of an injury arising
778 out of, or during the course of, employment for the KRSD that is compensable under

779 the workers compensation statute and the member receives indemnity benefits in
780 accordance therewith, the District shall reduce the employee's gross wages by the
781 amount received as workers compensation benefits. The absences shall be recorded as
782 "other" paid leave and shall not be deducted from the employee's sick leave. In the
783 event sick leave is deducted during the pendency of a worker's compensation claim,
784 such leave will be returned to the employee in the event the claim is approved.

785

786 **Article XII. APPROPRIATIONS**

787 A. Any agreement reached which requires the expenditure of public funds for its
788 implementation shall not be binding upon the School Board unless and until the
789 necessary appropriations have been made by the voters of the District.

790

791 **Article XIII. TEACHER EVALUATION**

792 A. The purpose of evaluation shall be the assessment and improvement of teacher
793 performance in order to maintain a high quality of education. Both parties agree that
794 teachers' relationships within the school with other teachers, students, the public and
795 school personnel are important.

796 B. The building principal or his or her designee will work with each new teacher to help
797 him/her orient him/herself to the District. The building principal or his or her designee
798 will work with all teachers individually to improve instruction throughout the District.
799 All evaluations will be based on normal evaluation techniques and daily activities.
800 Teachers will cooperate fully in this effort. All evaluations will be conducted by an
801 individual who holds an administrative certification or is in process of getting
802 administrative certification, and has completed the appropriate evaluation and
803 supervision course work. Teachers will be evaluated using the Supervision /Evaluation
804 Model. The Supervision /Evaluation Model does not contradict the terms of the collective
805 bargaining agreement and does not change the terms and conditions of employment. Any
806 changes to the Supervision /Evaluation Model must be mutually agreed upon. The
807 Supervision and Evaluation Committee, where the Supervision and Evaluation Model is
808 developed, shall be composed of administration and staff from all levels (Elementary,
809 Middle School and High School level). In addition, one member will be selected by the

- 810 KREA Executive Boards as the KREA representative.
- 811 C. Each teacher with fewer than three (3) years' experience in the Kearsarge Regional
812 School District will be evaluated at least two (2) times each year. Thereafter, formal or
813 informal evaluations will be made at least once each year.
- 814 D. The School Board reserves the right to withhold a teacher's pay increase and/or put a
815 teacher on a Formal Assistance Plan if performance deficiencies exist and are
816 communicated to the teacher. The teacher will first be given written notification by
817 his/her direct supervisor, either department head or principal, which will include
818 examples or illustrations of deficiencies, expected corrections, and a reasonable time
819 period in which to make the corrections. If the deficiencies still exist at the end of this
820 time period, then written notice will be given to the teacher by his/her principal that the
821 teacher may have a pay increase withheld and/or be placed on a Formal Assistance Plan.
822 All information forming the basis for withholding a pay increase or being placed on a
823 Formal Assistance Plan will be made available to that teacher.
- 824 E. A teacher who disagrees with an evaluation that results in the withholding of a pay
825 increase or being placed on a Formal Assistance Plan as a result of that evaluation, may
826 submit a written answer to be attached to the file copy of the evaluation. Evaluations may
827 only be grieved under Article VI of this agreement based on alleged procedural violation.
- 828 F. Because of an unfavorable evaluation, if the contract of a continuing teacher is in
829 jeopardy, or there is a possibility of having a pay increase withheld, the teacher will be
830 notified in writing not later than February 1. If the contract of a continuing teacher is not
831 to be renewed, or an increase is to be withheld in whole or in part, the teacher will be
832 notified in writing on or before April 15.

833

834 **Article XIV. JUST CAUSE**

- 835 A. A continuing teacher shall not be warned, disciplined, discharged, or non-renewed
836 without just cause.
- 837 B. Notwithstanding Section A of this Article, any teacher who is determined through the
838 exercise of reasonable care by the administration to constitute a potential danger or
839 threat to the health, safety, or welfare of any student or staff member or is determined
840 to contribute to situations where the District or its teachers would be exposed to legal

841 liability from the teacher’s conduct may be relieved of his/her job duties and
842 responsibilities with pay. Except in cases of emergency this would include the initiation
843 of an investigation.

844 C. Any teacher relieved of duties and responsibilities under Section B of this Article is
845 entitled to appeal directly to the School Board in accordance with the grievance
846 procedure provided for in this Agreement. The standard used by the School Board in
847 evaluating the decision of the Administration in the situation is whether or not there are
848 facts and evidence, which should allow a reasonable person under the same
849 circumstances to make the decision that is being reviewed.

850 D. A teacher returned to work after a suspension under this section, and upon finding no
851 wrong doing, shall have all pertinent District files expunged of any material adverse to
852 the teacher’s interests and shall not be used in evaluations.

853

854 **Article XV. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

855 A. Notice of teacher vacancies within the District will be posted on KRSD staff email for
856 seven (7) calendar days. Such notices shall contain the date of posting and the date until
857 which applications and requests for transfers will be accepted. **On the same day as the**
858 **email to staff, the Administration will post vacancies on the district website for internal**
859 **applicants. Staff applying for vacancies covered by endorsement areas for which they**
860 **currently are employed will be considered as transfers prior to having the posting**
861 **opened to outside applicants. Current staff members applying for vacancies under**
862 **endorsement areas different than their current role in the district will be considered as**
863 **part of the public applicant pool. All internal applications will be abbreviated as a**
864 **courtesy to district staff.**

865 B. Teachers who desire a change in grade and/or subject assignment or who desire to
866 transfer to another building within the District **preemptively before any vacancy is**
867 **posted** may file a written statement both electronically and hard copy of such desire
868 with the Superintendent and receiving/leaving building principals no later than the third
869 Friday in March. Such a statement shall include the grade and/or subject to which the
870 teacher desires to be assigned and the school or schools to which the transfer is desired,
871 in order of preference, and will expire at the beginning of the following school year.

872 Staff members expressing interest in a transfer shall not be subject to prejudice if they
873 remain in their current position.

874 C. Under extreme circumstances during the school year, and when the needs of students
875 are in jeopardy due to late resignations, the length of an internal posting can be waived
876 if mutually agreed upon between the Superintendent and the KREA President.

877 D. From July 1 through September 1, notice of teacher vacancies within the District shall
878 be posted on the official KRSD staff email for 2 consecutive business days (including
879 Friday, Monday).

880 E. Prior to involuntary transfer of any teacher, the Superintendent shall post a position
881 internally for seven (7) calendar days with a disclaimer identifying it as a position that
882 will result in an involuntary transfer of an employee if not filled voluntarily and then
883 consider any volunteers to fill said vacancy.

884 **Article XVI. SCHOOL DAY**

885 A. The school day shall be seven and three quarters (7 3/4) hours in duration. Teachers are
886 required to be on site during the school day, unless otherwise authorized by
887 Administration. All teachers shall be provided with a daily duty-free preparation time
888 of one (1) period (a minimum of 40 minutes), and a duty free lunch. If the school day is
889 modified, the preparation time will be adjusted.

890 B. During each contract year no more than thirty (30) hours will be designated for staff
891 meetings. Staff meetings may be held on the first and third Wednesdays of each month
892 during the school year. All teachers are required to attend. There will be no school,
893 Association or District activities scheduled during staff meeting times, except at the
894 discretion of the Superintendent or designee.

895 C. Association meetings are held on the second Wednesday of each month during the
896 school year. There will be no school or District activities scheduled during Association
897 meeting times, except at the discretion of the Association President or designee. The
898 Association President will notify the Superintendent of any exceptions.

899 D. In the event that staff meetings are cancelled due to weather or other unforeseen
900 circumstances, the building administrator may choose an alternative make-up day with
901 at least a seven (7) day calendar notice. Teachers with pre-existing commitments that
902 are in conflict with the rescheduled staff meeting shall be exempt from attending and

903 will be responsible for making an appointment with administration to make-up missed
904 material.

905

906 **Article XVII. ALCOHOL AND DRUG-FREE WORKPLACE**

907 The Association and District recognize and support the value of a drug and alcohol free
908 work environment.

909

910 **Article XVIII. CONTRACT YEAR**

911 A. The contract year is one hundred eighty-eight (188) days: one hundred eighty (180) days
912 of instruction, eight (8) other days of non-instructional activity such as curricular
913 development, advising of students, parental conferences, preparation for the school year,
914 school closure activities, etc. A teacher new to the district shall have one (1) additional
915 non-instructional day prior to the first teacher work day of the calendar paid at their
916 per diem rate for the purpose of orientation

917 In addition to the 188 days above, staff shall also complete the following:

918 B. Teachers shall participate in District professional activities consisting of up to four (4)
919 KRSB sponsored sessions per year. These activities will: 1) not exceed two (2) hours
920 in length, 2) end by 5:30pm, and 3) not be scheduled on a Friday, Saturday, Sunday or
921 day before a school holiday. These professional activity dates (including make-up
922 dates) will be scheduled on the approved school calendar by April 1 of the preceding
923 school year. Teachers who are designated for attendance will not participate in other
924 school activities until after the professional activity has been adjourned. If a
925 professional development session is cancelled due to unforeseen circumstances, the
926 Association and Administration will mutually agree to a rescheduled day.

927 C. Choice Time

- 928 1. Teachers shall engage in eight (8) hours of PD “Choice Time” annually, during
929 non-contracted times (i.e., evenings, weekend, vacations, summer).
- 930 2. “Choice Time” must be pre-approved by the teacher’s building administrator.
- 931 3. “Choice Time” must be an accepted PD activity related to an individual, school,
932 or district goal(s), or certification
- 933 4. “Choice Time” will be logged and submitted via form on MLP.

934 D. The KREA President will be provided a draft school year calendar prior to the
935 presentation to the Board in order to provide feedback that will be considered, in the
936 presentation of the calendar to the Board. Any changes to the calendar during the school
937 year are subject to impact bargaining.

938

939 **Article XIX. SAVING CLAUSE**

940 If any article or part of the Agreement is held to be invalid by operation law or by tribunal
941 of competent jurisdiction, or if compliance with or enforcement of any article or part
942 should be restrained by such tribunal, the remainder of the Agreement shall not be affected.

943

944 **Article XX. DURATION**

945 This Agreement will be effective as of July 1, 2022 and remain in full force and effect until
946 June 30, 2025.

947

948 **Article XXI. INTENT**

949 A. This Agreement constitutes the entire Agreement between the parties. During the term
950 of this Agreement, neither party will be obligated to bargain with respect to any subject
951 or matter covered or referred to in this Agreement or with respect to any subject or
952 matter not specifically covered by it. In reaching this Agreement, the parties have
953 considered all matters lawfully subject to collective bargaining. The Board further
954 agrees not to negotiate with any individual, teacher’s group or organization other than
955 the KREA in regard to any matter covered by this Agreement.

956 B. This Agreement may not be modified in whole or in part, by deletion or addition to,
957 except by an instrument in writing duly executed by both parties.

958 C. This Agreement may be reopened upon mutual consent of the Kearsarge Regional
959 Education Association and the Kearsarge Regional School Board

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Appendix

FY 2022/2023 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
1	\$40,852	\$42,362	\$45,956	\$47,469
2	\$42,893	\$44,402	\$48,001	\$49,511
3	\$44,934	\$46,449	\$50,041	\$51,553
4	\$46,978	\$48,490	\$52,084	\$53,595
5	\$49,021	\$50,531	\$54,126	\$55,635
6	\$50,959	\$52,446	\$55,988	\$57,478
7	\$52,320	\$53,809	\$57,350	\$58,840
8	\$54,334	\$55,822	\$59,363	\$60,850
9	\$56,344	\$57,834	\$61,376	\$62,861
10		\$59,845	\$63,387	\$64,875
11		\$61,857	\$65,400	\$66,888
12		\$63,868	\$67,413	\$68,901
13			\$69,423	\$70,911
14			\$71,435	\$72,923
15			\$73,447	\$74,934
16			\$75,460	\$76,947

FY 2023/2024 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
1	\$41,016	\$42,532	\$46,140	\$47,659
2	\$43,065	\$44,580	\$48,194	\$49,710
3	\$45,114	\$46,635	\$50,242	\$51,760
4	\$47,166	\$48,684	\$52,293	\$53,810
5	\$49,218	\$50,734	\$54,343	\$55,858
6	\$51,163	\$52,656	\$56,212	\$57,708
7	\$53,180	\$54,675	\$58,230	\$59,726
8	\$54,552	\$56,046	\$59,601	\$61,094
9	\$56,570	\$58,066	\$61,622	\$63,113
10		\$60,085	\$63,641	\$65,135
11		\$62,105	\$65,662	\$67,156
12		\$64,124	\$67,683	\$69,177
13			\$69,701	\$71,195
14			\$71,721	\$73,215
15			\$73,741	\$75,234
16			\$75,762	\$77,255

FY 2024/2025 - Schedule				
Step	BA	BA +15	MA	CAGS, DOC
1	\$41,181	\$42,703	\$46,325	\$47,850
2	\$43,238	\$44,759	\$48,387	\$49,909
3	\$45,295	\$46,822	\$50,443	\$51,968
4	\$47,355	\$48,879	\$52,503	\$54,026
5	\$49,415	\$50,937	\$54,561	\$56,082
6	\$51,368	\$52,867	\$56,437	\$57,939
7	\$53,393	\$54,894	\$58,463	\$59,965
8	\$55,421	\$56,921	\$60,490	\$61,989
9	\$56,797	\$58,299	\$61,869	\$63,366
10		\$60,326	\$63,896	\$65,396
11		\$62,354	\$65,925	\$67,425
12		\$64,381	\$67,954	\$69,454
13			\$69,980	\$71,480
14			\$72,008	\$73,508
15			\$74,036	\$75,535
16			\$76,066	\$77,565

Offstep	\$61,563	\$69,352	\$81,366	\$82,902
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Offstep	\$62,795	\$70,497	\$82,506	\$84,063
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Offstep	\$63,989	\$71,661	\$83,662	\$85,240
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Nurses who were hired before July 1, 2022 who received the \$1,500.00 for holding a Master's Degree in Nursing shall be grandfathered and continue to receive this amount. Nurses hired after July 1, 2022 who have a Master's Degree in Nursing shall be placed on the Master's Track on the salary schedule

CoCurricular

Appendix B									
Stipend Description	Location	Tier	%	Stipend	Stipend Description	Location	Tier	%	Stipend
HIGH SCHOOL					Ski, Nordic	KRHS	13	8.75%	\$ 3,621.00
Band Outside Events	KRHS	9	6.25%	\$ 2,586.00	Soccer, B JV	KRHS	12	8.13%	\$ 3,362.00
Baseball, JV	KRHS	11	7.50%	\$ 3,104.00	Soccer, B V	KRHS	14	9.38%	\$ 3,880.00
Baseball, V	KRHS	13	8.75%	\$ 3,621.00	Soccer, G JV	KRHS	12	8.13%	\$ 3,362.00
Basketball, B JV	KRHS	12	8.13%	\$ 3,362.00	Soccer, G V	KRHS	14	9.38%	\$ 3,880.00
Basketball, B V	KRHS	15	10.63%	\$ 4,397.00	Softball, JV	KRHS	11	7.50%	\$ 3,104.00
Basketball, G JV	KRHS	12	8.13%	\$ 3,362.00	Softball, V	KRHS	13	8.75%	\$ 3,621.00
Basketball, G V	KRHS	15	10.63%	\$ 4,397.00	Spirit, Fall	KRHS	12	8.13%	\$ 3,362.00
Choreographer	KRHS	2	1.88%	\$ 776.00	Stu. Council Advisor	KRHS	5	3.75%	\$ 1,552.00
Chorus Outside Events	KRHS	9	6.25%	\$ 2,586.00	Swimming	KRHS	11	7.50%	\$ 3,104.00
Class Advisor, Fresh	KRHS	2	1.88%	\$ 776.00	Swimming	KRHS	13	8.75%	\$ 3,621.00
Class Advisor, Junior	KRHS	5	3.75%	\$ 1,552.00	Tennis, B	KRHS	12	8.13%	\$ 3,362.00
Class Advisor, Senior	KRHS	10	6.88%	\$ 2,845.00	Tennis, G	KRHS	12	8.13%	\$ 3,362.00
Class Advisor, Soph	KRHS	2	1.88%	\$ 776.00	Track and Field	KRHS	15	10.63%	\$ 4,397.00
Costumer	KRHS	2	1.88%	\$ 776.00	Track & Field Asst-1	KRHS	10	6.88%	\$ 2,845.00
Cross Country, B	KRHS	13	8.75%	\$ 3,621.00	Track & Field Asst-2	KRHS	10	6.88%	\$ 2,845.00
Cross Country, G	KRHS	13	8.75%	\$ 3,621.00	Track & Field Asst-3	KRHS	10	6.88%	\$ 2,845.00
Dance Team	KRHS	9	6.25%	\$ 2,586.00	Track, Winter	KRHS	10	6.88%	\$ 2,845.00
Dance Team Assistant	KRHS	5	3.75%	\$ 1,552.00	Wrestling	KRHS	14	9.38%	\$ 3,880.00
Drama Stage Dir.	KRHS	8	5.63%	\$ 2,328.00	Wrestling Assistant	KRHS	5	3.75%	\$ 1,552.00
Drama Tech Dir	KRHS	4	3.13%	\$ 1,293.00	Yearbook, HS	KRHS	10	6.88%	\$ 2,845.00
Field Hockey JV	KRHS	11	7.50%	\$ 3,104.00	MIDDLE SCHOOL				
Field Hockey, V	KRHS	13	8.75%	\$ 3,621.00	Band Outside Events	KRMS	8	5.63%	\$ 2,328.00
First Robotics	KRHS	7	5.00%	\$ 2,069.00	Baseball A	KRMS	9	6.25%	\$ 2,586.00
Football, Asst, 1	KRHS	10	6.88%	\$ 2,845.00	Baseball B	KRMS	7	5.00%	\$ 2,069.00
Football, JV	KRHS	10	6.88%	\$ 2,845.00	Basketball, Boys A	KRMS	11	7.50%	\$ 3,104.00
Football, V	KRHS	15	10.63%	\$ 4,397.00	Basketball, Boys B	KRMS	8	5.63%	\$ 2,328.00
Golf, JV	KRHS	8	5.63%	\$ 2,328.00	Basketball, Boys C	KRMS	3	2.50%	\$ 1,035.00
Golf, V	KRHS	12	8.13%	\$ 3,362.00	Basketball, Girl's A	KRMS	11	7.50%	\$ 3,104.00
Hockey Co-op	KRHS	15	10.63%	\$ 4,397.00	Basketball, Girls B	KRMS	8	5.63%	\$ 2,328.00
Ice Hockey, Asst 1	KRHS	10	6.88%	\$ 2,845.00	Basketball, Girls C	KRMS	3	2.50%	\$ 1,035.00
Ice Hockey, Asst 2	KRHS	10	6.88%	\$ 2,845.00	Chorus Outside Events	KRMS	8	5.63%	\$ 2,328.00
Lacrosse, B JV	KRHS	12	8.13%	\$ 3,362.00	Cross Ctry, Assist.	KRMS	4	3.13%	\$ 1,293.00
Lacrosse, B V	KRHS	14	9.38%	\$ 3,880.00	Cross Ctry, Coach	KRMS	9	6.25%	\$ 2,586.00
Lacrosse, G JV	KRHS	12	8.13%	\$ 3,362.00	Dance Team	KRMS	5	3.75%	\$ 1,552.00
Lacrosse, G V	KRHS	14	9.38%	\$ 3,880.00	Destination Imag.	KRMS	6	4.38%	\$ 1,810.00
Math Intermediate	KRHS	4	3.13%	\$ 1,293.00	Drama Tech. Direc.	KRMS	4	3.13%	\$ 1,293.00
Math Team, HS	KRHS	4	3.13%	\$ 1,293.00	Drama Stage Direc.	KRMS	8	5.63%	\$ 2,328.00
Musical Music Dir	KRHS	3	2.50%	\$ 1,035.00	Excel	KRMS	6	4.38%	\$ 1,810.00

Agreement between Kearsarge Regional School Board

And the Kearsarge Regional Education Association

2022-2025

Musical Stage Dir	KRHS	8	5.625%	\$ 2,328.00	Excel	KRMS	6	4.38%	\$ 1,810.00
Musical Tech Dir	KRHS	4	3.13%	\$ 1,293.00	Excel	KRMS	6	4.38%	\$ 1,810.00
Musical, Accompanist	KRHS	2	1.88%	\$ 776.00	Excel	KRMS	6	4.38%	\$ 1,810.00
National Honor Society	KRHS	4	3.13%	\$ 1,293.00	Field Hockey, A MS	KRMS	9	6.25%	\$ 2,586.00
Pit Band Director	KRHS	2	1.88%	\$ 776.00	Field Hockey, B MS	KRMS	7	5.00%	\$ 2,069.00
Project Climb, Advisor	KRHS	10	6.88%	\$ 2,845.00	Golf Club	KRMS	4	3.13%	\$ 1,293.00
Project Climb, Advisor	KRHS	10	6.88%	\$ 2,845.00	Green Team	KRMS	4	3.13%	\$ 1,293.00
Project Climb, Advisor	KRHS	10	6.88%	\$ 2,845.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Reserve Coach	KRHS	7	5.00%	\$ 2,069.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Reserve Coach	KRHS	7	5.00%	\$ 2,069.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Reserve Coach	KRHS	7	5.00%	\$ 2,069.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Ski, Alpine	KRHS	13	8.75%	\$ 3,621.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Ski, Alpine	KRHS	13	8.75%	\$ 3,621.00	Intramural Sports	KRMS	2	1.88%	\$ 776.00
Ski, Nordic	KRHS	13	8.75%	\$ 3,621.00	Zone	KRMS	7	5.00%	\$ 2,069.00
Maker Space	KRMS	3	2.50%	\$ 1,035.00	Zone	KRMS	7	5.00%	\$ 2,069.00
Math Team, MS	KRMS	4	3.13%	\$ 1,293.00	Zone	KRMS	7	5.00%	\$ 2,069.00
Musical Stage Director	KRMS	8	5.63%	\$ 2,328.00	Zone	KRMS	7	5.00%	\$ 2,069.00
Musical Tech Director	KRMS	4	3.13%	\$ 1,293.00					
Newspaper	KRMS	3	2.50%	\$ 1,035.00	KRES -Bradford	Elem.	NoTier	N/A	\$ 2,100.00
Nordic Coach	KRMS	1	1.25%	\$ 517.00	KRES –New London	Elem.	NoTier	N/A	\$ 4,000.00
Ski Team Coach 1	KRMS	3	2.50%	\$ 1,035.00	Simonds Elementary	Elem.	NoTier	N/A	\$ 2,100.00
Ski Team Coach 2	KRMS	3	2.50%	\$ 1,035.00	Sutton Central Elem.	Elem.	NoTier	N/A	\$ 1,300.00
Soccer, Boys A MS	KRMS	11	7.50%	\$ 3,104.00					
Soccer, Boys B MS	KRMS	7	5.00%	\$ 2,069.00					
Soccer, Boys C MS	KRMS	7	5.00%	\$ 2,069.00					
Soccer, Girls A MS	KRMS	11	7.50%	\$ 3,104.00					
Soccer, Girls B MS	KRMS	7	5.00%	\$ 2,069.00					
Soccer, Girls C MS	KRMS	7	5.00%	\$ 2,069.00					
Softball, A MS	KRMS	9	6.25%	\$ 2,586.00					
Softball, B MS	KRMS	7	5.00%	\$ 2,069.00					
Student Council Advis.	KRMS	3	2.50%	\$ 1,035.00					
Track & Field, A	KRMS	10	6.88%	\$ 2,845.00					
Track & Field, Asst	KRMS	5	3.75%	\$ 1,552.00					
Track & Field, Asst	KRMS	5	3.75%	\$ 1,552.00					
Track & Field, Asst	KRMS	5	3.75%	\$ 1,552.00					
Winter Activity	KRMS	3	2.50%	\$ 1,035.00					
Winter Activity	KRMS	3	2.50%	\$ 1,035.00					
Yearbook, MS	KRMS	4	3.13%	\$ 1,293.00					

Stipend Amount Represents % multiplied by \$41,382

Agreement between Kearsarge Regional School Board

And the Kearsarge Regional Education Association

2022-2025

Appendix C

DESIGNATION FORM TO REVIEW PERSONNEL RECORDS

I designate _____ to be my attorney-in-fact for the purpose of the review of my complete personnel file.

Signed this _____ day of _____, _____.

By: _____ Witness:

Note: Access will be provided within 48 hours from the receipt of this form. The hours referred to include only business days. If copies of materials are required, they will be provided at the standard cost per copy.

Appendix D

Incentive Plan

CRITERIA	EXCELLENCE INDICATORS
Stated Objectives:	<ul style="list-style-type: none"> · specifically limited (no more than 4) · measurable and observable · bounded within a specific time frame · accurately reflects and supports the intended audience · concise and realistic · clearly contributes and relates to SIP goals and efforts
Specific strategies	<ul style="list-style-type: none"> · action statements · completion is clearly identifiable · ambitious (stretches us) and achievable · evidence of contribution toward stated objective · specifically limited (no more than 4) · directly supports local efforts (district)
Desired results:	<ul style="list-style-type: none"> · observable within a specific time frame · measurable (data would provide evidence of achievement) · quantitative and qualitative · identifies process outcome(s) · must relate to objective
Anticipated impact:	<ul style="list-style-type: none"> · contributes to systemic change · responsive to dynamic nature of educational improvement · directly links to local efforts (district) · mobilizes increased resources for education at the local level · students are better prepared for life in some specific ways
Resource Needs:	<ul style="list-style-type: none"> · identifies a variety of resources (not just dollars) · leverages resources within the system · specifically stated · long quarter and short quarter (sustainability)
Time lines/bench marks:	<ul style="list-style-type: none"> · realistic and doable · covers a 1 year period · established milestones · provides for revisions · has identifiable start and end date
Persons responsible:	<ul style="list-style-type: none"> · team members

Appendix E Definitions

Date of Hire: The most recent date hired by the District.

Years of Continuous Service: Years covered by the Collective Bargaining Agreement without a Break in Service.

Break in Service:

A Sabbatical Leave in excess of one (1) school year.

Child Rearing Leave in excess of one (1) year unless approved by the Superintendent.

Child Rearing Leave in excess of two (2) years.

Resignation, termination, not signing a teaching contract by the prescribed date.

Signature Page

IN WITNESS WHEREOF the parties have executed this agreement this 8th day of March, 2022, for the school year 2022-2025.

KEARSARGE REGIONAL EDUCATION ASSOCIATION

by

KREA President

KEARSARGE REGIONAL SCHOOL BOARD

by

KRSB Chairperson

by

Superintendent of Schools