Master Agreement
Between the

Raymond School District
and the
Raymond Education Association

2015-2016

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Article I — Recognition Clause

A. The Raymond School Board recognizes the Raymond Education Association as the exclusive bargaining representatives for all permanent certified bargaining unit members employed by the Raymond School System for the purpose of negotiating with the Board with respect to collective negotiations pursuant to RSA 273-A:I through XI.

B. The term "bargaining unit member" shall mean a professional employee for the Raymond School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching, including: Art teachers, Speech Therapists/Speech Pathologists, Reading Specialists, Guidance Counselors, Media Specialists, Physical Education teachers, Special Education teachers, Resource teachers, Health teachers and Music teachers. This term "bargaining unit member" shall exclude all others employed by the Board, including: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Teacher Consultants, Business Administrators, other persons employed by the State Board, Curriculum Supervisors who teach three (3) periods or less, or any other administrative or supervisory employees.

C. 1. The term "bargaining unit member" shall include a certified person who replaces an individual member for a period of more than thirty (30) consecutive school days in the same teaching position within a 50 school day period. An individual, who is defined as a bargaining unit member by the foregoing definition, will be paid a pro-rated Bachelor's first step salary regardless of experience and education.

2. A long term substitute teacher contracted for the end of one school year and again hired for the first part of the following school year shall be exempt from the thirty (30) day period mentioned above.

D. The term "bargaining unit member" shall include certified/licensed Speech Therapists/Speech Pathologists, Occupational Therapists, and Physical Therapists who work more than 92½ school days per year as employees of the School District.

Article II — Jurisdiction and Authority of School Board

A. The Board, subject only to the language of the Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.

B. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

Article III — Negotiation Procedure

The Association and the Board agree to enter into collective negotiations in accordance with RSA 273 New Hampshire Law.

A. Should either party desire to modify the Agreement, the following procedure will apply.

1. On or before September 1, the parties agree to enter into negotiations in a good faith effort to reach agreement on a successor Agreement.

2. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. If such funds

are not approved by the voters of the District, the Board and the Association shall resume negotiations on salaries and economic benefits affected thereby.

Article IV — Grievance Procedure

A. Definitions:

1. A grievance shall mean a claim by a bargaining unit member as defined in the recognition clause that there has been a violation or misapplication of one or more provisions of this Agreement.
2. A day shall be defined as any day that school is in session and all calendar days during the summer except Saturday, Sunday and holidays.

B. A grievance to be considered under this procedure must be initiated in writing by the employee within twenty (20) days of its occurrence, or from the time the bargaining unit member should have known of its occurrence. The following matters are excluded from the Grievance Procedure.

1. Any matter for which a specific method of review is prescribed and expressly set forth by law, or by any rule or regulation of the State Commissioner of Education.
2. A complaint of a bargaining unit member which is caused by his/her not being re-employed.
3. A complaint by any employee caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
4. Any matter, which, according to law, is beyond the scope of the Board's authority of limited to the unilateral action by the Board alone.

C. Procedure:

Step 1: Any bargaining unit member who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within seven (7) days.

Step 2: If the bargaining unit member is not satisfied with the decision, he/she may appeal the decision to the principal within seven (7) days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

a. The nature of the grievance;

b. The injury and the loss which is claimed; and

c. The remedies sought.

The principal shall investigate the matter and communicate the decision in writing to the grievant within seven (7) days from the receipt of the written grievance.

Step 3: If the bargaining unit member is not satisfied with the decision he/she may appeal the grievance to the Superintendent in writing within seven (7) days after the receipt of the principal's decision. The Superintendent shall investigate the grievance and render a decision in writing within ten (10) days after the receipt of the appeal to his/her level from the principal, the immediate supervisor and the employee.

Step 4: If the bargaining unit member is not satisfied with the decision rendered at the previous step, the bargaining unit member may appeal the grievance to the School Board. Such an appeal must be made within seven (7) days after the receipt of the decision from the previous step. The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within twenty (20) days after the receipt of the appeal from the Superintendent, principal, immediate supervisor and the employee.

D. Arbitration:

1. At the sole option of the Association, arbitration may be utilized in an attempt to settle a grievance.
2. Arbitration may only occur on or after Step 4.
3. Notification that arbitration will take place must be made in writing by the Association to the Superintendent within seven (7) days after the receipt of the decision from the previous step.
4. The Association shall file a demand for arbitration with the American Arbitration Association within seven (7) days of the notification required in Section D3.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.
6. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The Arbitrator may award a "make whole recommendation", but may apply no penalty payments.
7. The decision of the Arbitrator shall be binding upon the parties. However, either party shall have a right to appeal under the provisions of New Hampshire RSA Chapter 542 as amended. It is hereby specifically agreed by the Board and the Association that this contract and grievance procedure clause are subject to the provisions of New Hampshire RSA Chapter 542 as amended.

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

F. Supplemental Information:

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communications between the administration and said prospective employer, unless said documents fall within RSA 91-A, "The Right to Know Law".
2. An aggrieved person shall be present at all stages of the grievance procedure. The aggrieved person may represent himself/herself or may choose to be represented by a member of the Association. The Association shall, at the time of the submission of the grievance to the principal or any higher level, be notified by the principal, in writing, that the grievance is in process. The Association shall have the right to be present and state its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

   Grievance may be filed by the Association at Step 3 of this procedure.

Article V Reduction in Force/Recall

A. 1. If it is necessary to decrease the number of bargaining unit members within the District for any reason, the School Board will terminate or transfer bargaining unit members on the basis of certification and seniority.

2. Subject to the foregoing limitations, the basis for the decision to terminate a bargaining unit member shall be solely the competency of the bargaining unit member, as assessed by the superintendent, or his/her designee.

3. The decision on the competence of the individual bargaining unit member(s) to be terminated is not grievable.

B. Bargaining unit members shall be recalled for the same positions or for positions for which they are certified and qualified in the inverse order to that which they were terminated. Such reinstatement shall not result in a loss of service for the previous years, but will not reflect service for those years or parts thereof while a bargaining unit member was not working for the District.

The following conditions apply:

1. Bargaining unit members shall be allowed out of district employment during the period he/she is laid off under this section.

2. Bargaining unit members shall be reinstated in the inverse order of their being terminated, provided that they are certified and immediately qualified and competent for the position available.

3. Bargaining unit members with recall rights shall notify the Superintendent each year prior to March 1 that they wish to retain these rights and inform the Superintendent of the address to be used for notification.

4. All recall rights shall terminate three (3) calendar years after the date of the last day worked.

5. A bargaining unit member who refused a recall terminates all rights of recall for employment.

6. Recall rights only apply to personnel not actively employed by the District.

7. Bargaining unit members who meet the above conditions shall be recalled before new bargaining unit members are hired.

Article VI Association Rights

A. The Board agrees that the Association shall have the right to use the Raymond School District facilities as defined by School Board policy, "Facilities Use" code KF, and shall be listed as a "Government Body".

B. Each year, the R.E.A. shall be allowed two (2) school days for each of, up to two (2) NEA-NH/NEA delegate meetings. The R.E.A. delegates shall suffer no loss of pay for said days, as they shall be considered release days. The Superintendent shall be notified no less than one week prior to the commencement of such release days.

Article VII General Conditions

A. School Calendar - The Raymond Education Association will act in an advisory capacity in the formulation of a school calendar. As advisors, the Association will be given the proposed calendar two weeks in advance of their requested advice. If consideration is given to the use of school vacation periods as school make-up days, input will be requested from the Association at least two weeks prior to the School Board taking action.

B. Printing of Agreement - Copies of this Agreement between the Raymond School Board and the Raymond Education Association shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Board shall furnish ten (10) copies of the Agreement to the Association for its use. The current contract shall be posted on the District website.

C. Members of the bargaining unit who elect not to join NEA-REA/NEA-NH/NEA shall pay a service fee to the bargaining representative equivalent to 75% of the NEA-REA/NEA-NH/NEA dues. This payment shall be used for the funding of the REA scholarship, and will be made through payroll deductions commencing on the same date as the first payroll dues deduction for regular REA members for ten (10) consecutive equal bi-weekly deductions.

Article VIII Terms and Conditions of Employment

A. Terms

1. The recommended school calendar shall provide for one hundred eighty-five and one-half (185½) working days to commence not prior to the third Friday of August and ending no later than June 30; provided, however, bargaining unit members in their first year of service may be required to attend one additional workshop day.

   There will be no school on the Wednesday before Thanksgiving and the last day of school before the Christmas Break will be no later than December 22.

2. Bargaining unit members will not be required to remain in the school building for more than 7 hours 10 minutes per day in grades K-4 and 7 hours 30 minutes in grades 5-12 per day. As part of their professional responsibility, bargaining unit members shall:

   a. Attend scheduled department and other professional staff meetings.

   b. Attend one open house after the regular teacher on-site day.

   c. Attend two parent conferences after the regular teacher on-site day.

   d. Make necessary parent contacts after the regular teacher on-site day if such contacts cannot occur during the regular teacher on-site day.

   e. Attend one 60-minute elementary school faculty meeting per month after the regular teacher on-site day.

   f. Attend middle school faculty meetings of up to 60 minutes, including one per month up to 25 minutes of which is after the regular teacher on-site day.

   g. Attend high school faculty meetings of up to 60 minutes, including one per month up to 20 minutes of which is after the regular teacher on-site day.

h. Remain beyond the regular teacher on-site day for emergencies.

i. Bargaining unit members are encouraged to attend and/or participate in one other activity outside the regular teacher on-site day.

3. Schedule

The School Board may establish either a multiple-period schedule or flex team schedule for the middle school at the Board's sole discretion. The School Board may establish either a multiple-period schedule or block schedule for the high school at the Board's sole discretion.

a. Multiple-period schedule: For those years that the Board establishes a multiple-period schedule at the middle school and/or high school, the following will apply. The daily bargaining unit member load for all bargaining unit members at that school shall be normally no more than 5 periods of instruction plus 1 period of supervising student activities. At the discretion of the Superintendent or his/her designee, bargaining unit members at the school may be assigned 6 periods of instruction, so long as the total number of bargaining unit members so assigned does not exceed in number 25 percent of the faculty at that school. A bargaining unit member who is assigned 6 periods of instruction shall be relieved of the obligation to supervise students for 1 period and shall be paid an additional annual stipend equal to 10 percent of the first step BA on the salary schedule, but not less than $2000. Bargaining unit members at that school will receive 1 duty-free planning period consisting of 1 normal class period per day.

b. Flex team schedule: For those years that the Board establishes a flex team schedule at the middle school, the following will apply. Bargaining unit members at that school will receive 1 duty-free planning period of approximately 50 consecutive minutes per day, and will receive total planning time of at least 350 minutes per week. Each team at the middle school shall decide how much of said planning time shall be utilized for individual planning and how much shall be utilized for team planning.

c. Trimester block schedule: For those years that the Board establishes a trimester block schedule at the high school, the following will apply. The instructional blocks to which high school teachers are assigned each year shall not exceed a maximum of 4 daily instructional blocks of no more than 70 minutes each in one trimester, and 3 daily instructional blocks of no more than 70 minutes each in two trimesters. The District will continue to provide training and materials for teachers concerning block scheduling. Bargaining unit members at that school will receive 1 duty-free planning block of at least 70 consecutive minutes per day for individual planning time, and may be assigned additional time for professional learning team planning and/or duties.

4. All bargaining unit members shall receive an uninterrupted duty-free lunch around noon equal to the student lunch period per day.
5. All Elementary School bargaining unit members shall receive five (5) planning periods per week totaling a minimum of 185 minutes.
6. All elementary bargaining unit members shall receive the average of one (1) fifteen minute

relief period per day.

7. No bargaining unit member will be required without his/her agreement to perform any duty during a vacation or after the end of a bargaining unit member's on-site school day preceding a vacation.

B. Conditions

1. Bargaining unit members will not be responsible for the transportation of students detained for after school detentions.
2. The School Board shall make available in each school adequate lavatory facilities exclusively for bargaining unit member use. Provisions for such facilities will be made in all future buildings.
3. There shall be only one official comprehensive file in which permanent copies of evaluations and other written material regarding a bargaining unit member shall be retained. Upon reasonable notice, a bargaining unit member shall have access to his/her file with the right to make a copy of any material contained therein at the bargaining unit member's expense. No written material having an effect upon a bargaining unit member's performance shall be placed in the file without having been shown first to the bargaining unit member, who shall sign the same, acknowledging only that he/she has had an opportunity to review the written commentary. In the event a bargaining unit member should refuse to sign the acknowledgement, the material may be placed in the bargaining unit member's file with a notation thereon of such refusal.
4. The Superintendent shall post in all school buildings a list of all known unfilled positions. During the summer, the list will be posted in the SAU office and a copy will be forwarded through postal mail or email (with return receipt) to the Association President at his/her summer address as filed with the SAU personnel office.
5. No member of the bargaining unit shall be disciplined without just cause. In the case of bargaining unit members, discipline within the meaning of this article is not intended to encompass discharge or non-renewal which shall be covered by the provisions of RSA 189. Those bargaining unit members who are not covered by the provisions of RSA 189 shall not be entitled to grieve their discharge during their first year of employment which shall be a probationary period. Thereafter, the just cause standard shall apply.

Article IX Salary Deduction

A. Bargaining unit members shall be provided information at the time of their employment on all mandatory and optional deductions from their paychecks.

1. Mandatory deductions include: Federal Withholding Tax (income tax), F.I.C.A. (social security), and deductions required under the New Hampshire Retirement System.
2. Optional deductions include: Income Protection Insurance, Tax Sheltered Annuities, The Service Federal Credit Union and the bargaining unit members' Association dues. The Association agrees to hold the School Board harmless relative to the collection and disbursement of dues.

B. All salary deductions other than those regulated by the Federal or State Government will be deducted or terminated only upon written approval of the employee.

C. The School Board reserves the right to determine the means and method for application, change and termination procedures in accordance with the law and which provides adequate records and

minimizes the work load of the business office.

D. The School Board will provide timely notification to bargaining unit members on changes in procedure.

Article X Insurance

A. Bargaining unit members who work 80%-time or more will be eligible for the insurance benefits listed in Article X (B). Bargaining unit members who work 40%-time or less will not be eligible for any insurance benefits. Bargaining unit members who work between 40%-time and 80%-time will be eligible to receive the insurance benefits listed in Article X (B), prorated in proportion to the number of days and hours listed in Article VIII (A) (1-2) that the bargaining unit member works.

B. School Care HMO with $20 office visit copayment and 10/30/65 prescription copayment

1. 2015-2016 District Contribution 83% single, 2-person, or family

   In the instance where both husband and wife are employees of the School District, 100% of the medical premium will be paid.

   All eligible bargaining unit members electing not to participate in the health insurance plan for the entire year who provide documentation of alternative coverage without an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act), will receive a payment at the end of the school year. The amount of said payment will be $1500 minus any penalty imposed upon the School District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). For any bargaining unit member starting employment after the start of the school year, this payment will be pro-rated based upon the number of days worked.

2. All new employees, as of July 1, 2015, will have School Care Consumer Driven Health Plan (without Choice Fund)

   2015-2016 District Contribution 100% single, 2-person, or family

   Any current employee who elects to move to the Consumer Driven Health Plan (without Choice Fund) and any employee hired after July 1, 2015 will not be eligible to change to any other plans offered by the District.

3. A bargaining unit member who is on non-paid sick leave, child rearing leave or professional leave of absence may continue their enrollment in the group plan when they make written arrangement with the supervisory office prior to the start of the leave. The total cost of this program must be paid by the staff member.

4. The School District will pay 100% of the premium for a single person membership in the Dental Plan Benefits A, B, and C agreement and 75% of the premium for a two-person or family membership. Bargaining unit members, at their own expense, can buy up to the Dental Plan D.

5. The School District will pay 100% of the premium for a twenty-five thousand ($25,000.00) dollar term life insurance policy. Bargaining unit members, at their own expense, can buy up to a fifty thousand dollar ($50,000) life insurance policy. This is subject to underwriting limitations and guidelines.

6. The School District will research and make available to the membership a long term disability plan. This plan will be at 100% cost to the employee.

Article XI Leaves

A. Sick Leaves

Sick leaves shall be granted on the basis of twelve (12) working days per year, accumulative to 120 days. Sick leave shall be interpreted to mean sickness of the employee, the employee's spouse, the employee's children, the employee's parents or spouse's parents who reside at the bargaining unit member's primary residence. Each bargaining unit member will, at the beginning of the school year, be notified of the number of sick days he/she has accumulated.

Sick Leave Contingency:

1. The Sick Leave Contingency is intended to serve a member who, because of extended and serious illness, has exhausted his/her individual sick leave.
2. All bargaining unit members may be eligible for the sick leave contingency benefit.
3. The maximum number of days available for the Sick Leave Contingency use per year will be 180, and these days are non-accumulative.
4. The Sick Leave Contingency Committee shall be comprised of the following:
   a. One School Board member as appointed by the School Board.
   b. Three bargaining unit members, one from each building, as appointed by the Association.
   c. Two administrators as appointed by the School Board.
   d. An administrator will call the meeting. Each member organization is responsible to see that its members are there. A quorum shall be four members, but a majority vote of the whole committee (4) will be required to sustain any action.
5. The Sick Leave Contingency Committee will make recommendations to the Superintendent regarding if sick leave contingency days will be granted and how many such days shall be awarded. The recommendation shall be based upon guidelines developed by the committee.
6. Any bargaining unit member needing to utilize the contingency must submit to the committee: (a) written request to the committee specifying the number of days requested and (b) a doctor's certificate verifying the applicant's illness.
7. The requesting bargaining unit member shall also send a letter to the superintendent requesting that a copy of the bargaining unit member's attendance record be sent to the committee to be used in determining the applicant's eligibility.
8. The committee's written recommendation will be forwarded to the superintendent within fourteen (14) calendar days of receipt of all necessary documents by the committee.

   The superintendent will inform the applicant of his decision within seven (7) calendar days of receipt of the committee's recommendation.
9. In no event shall the total amount expended by the District for this benefit exceed $30,000.

B. Confidential Personal Leave

Up to three (3) days non-accumulative confidential leave of absence for personal, legal or family matters will be granted per year. This confidential leave of absence for personal, legal or family matters is to be used for sound, pressing, unavoidable reasons only. Its proper use will be subject to a bargaining unit member's statement that it does conform with said requirements. Application forms may be obtained, completed and returned to the principal's office for administrative approval or rejection. Applications will not be approved if the activities involved can be

completed on non-school time. Applications usually will not be approved if the personal leave results in extending a school vacation. At the end of the contracted year, unused personal leave time will be bought back by the district at a rate of the current certified sub-pay.

The bargaining unit member shall give the building principal at least four (4) calendar days advance notice that a personal day is needed, except in the case of an emergency. The maximum number of bargaining unit members who can take a personal day on the same date is five (5) at each school.

C. Professional Leave

Bargaining unit member's request for up to three (3) days per year professional leave may be granted upon application and approval in advance. The following conditions will apply:

1. Professional leave will be used to attend, visit or participate in educational programs directly relating to their professional assignment.
2. Requests will be submitted to the Superintendent through the principal two (2) weeks in advance of the date in question.
3. Application forms must be obtained at, completed and returned to the principal's office for administrative approval or rejection.

D. Funeral Leave

1. When requested, bargaining unit members may receive funeral leave with full pay each school year per situation as follows:

Not to exceed two days:

a. Grandparents

Not to exceed four days:

b. Siblings
c. Persons living in the bargaining unit member's household

Not to exceed five days:

d. Parents
e. Spouse
f. Child

2. Upon a bargaining unit member's request the Superintendent may extend the funeral leave.
3. Upon a bargaining unit member's request the Superintendent may grant funeral leave to attend funerals of other relatives or close personal friends.
4. The Superintendent's action under paragraphs 2 and 3 hereof shall not be subject to the provisions of the grievances procedure.

E. Jury Duty

A bargaining unit member called as a juror will be paid the difference between the compensation received for such services and the bargaining unit member's per diem rate. Satisfactory proof of such service and compensation must be submitted to the Superintendent in order to warrant payment.

Leaves Without Cost to District:

F. Professional Leave of Absence

Upon recommendation to the School Board by the Superintendent, a bargaining unit member with more than three (3) years experience in the District may be granted a leave of absence from the District for one (1) year at no cost to the District. The Superintendent will base his/her

recommendation on whether the requested leave will substantially improve the quality of the educational service provided by the bargaining unit member to the Raymond School District. A maximum of three bargaining unit members will be considered in any one school year. Any person on this leave for a full academic year must notify the Superintendent, in writing, prior to March 1 of that year of their intention to return. This will indicate to the Superintendent that the respective bargaining unit member wishes to be offered a contract.

Stipulations:

1. Written application for leave must be requested and acted upon before April 15 of the academic year prior to the contemplated leave.
2. A leave is granted for one year only. In unusual circumstances, an extension may be granted.
3. A returning individual will be accorded the same consideration for employment as if he were not on leave.
4. Experience credit for salary purposes will be granted for the period of the leave.

G. Child Rearing Leave

A child rearing leave of absence for up to five (5) consecutive marking terms will be granted to bargaining unit members under the following circumstances and conditions:

1. The leave shall be without pay to the bargaining unit member and without cost to the District;
2. The leave must be for the purpose of caring for a newborn child of the bargaining unit member, or a child adopted by the bargaining unit member;
3. The bargaining unit member will notify the principal three (3) months prior to the commencement of the leave, except in extenuating circumstances in the case of adoption;
4. A bargaining unit member returning from child rearing leave will be placed on the salary scale as if the bargaining unit member has not had a leave if the leave is less than 92½ school days and will resume a position within the bargaining unit member's level of competence and certification. In the event that the bargaining unit member was or will be on leave for more than 92½ school days, the bargaining unit member will experience no step increase when the next contract is issued following: 1) the 93rd school day on leave, or 2) the date it is known he/she will be on leave for 92½ school days, whichever comes first.
5. For the purposes of child rearing leave, a "school day" shall be defined as any day that the bargaining unit members are required to be working.
6. Any person on this leave for a full academic year must notify the Superintendent in writing prior to March 1 of that year of their intention to return. This will indicate to the Superintendent that the respective bargaining unit member wishes to be offered a contract.

H. Other Leave

A bargaining unit member with five (5) or more years of experience shall have the right to petition the Board to take a year's leave of absence without pay or other benefits with the guaranty of an equivalent job upon return from such leave. The bargaining unit member must give a three (3) month notice of his/her desire to take such leave and the leave will only be granted for a full school year. The Board, at its discretion, will grant or deny such leave and the decision of the Board will not be subject to the provisions of the grievance procedure.

I. Family and Medical Leave Act (FMLA)

Statutory rights under the Family Medical Leave Act shall not be construed or applied so as to diminish the rights and benefits set forth herein.

Article XII Reimbursements

A. The School District shall reimburse bargaining unit members the tuition cost of one course taken at the graduate level which is directly related to their assignment and approved by the Superintendent or his/her designee. The maximum amount of reimbursement shall be the full tuition cost for the course. In order to receive reimbursement, a course must be approved prior to course registration and a grade of B or better or a grade of pass in a "pass/fail" course must be attained. The School District will expend up to $40,000 each year of the agreement for course reimbursement. The money will be allocated in the following manner: July 1 – December 31: $25,000; January 1 – June 30, $15,000. Any money remaining in the first term shall be carried over to the next term. Any money remaining on June 30th shall be used to reimburse bargaining unit members who were denied reimbursement due to a lack of funds in a previous term. All requests will be processed in the order in which they are received by the SAU Office. Any funds remaining on June 30th will be equally divided among bargaining unit members who have applied for and successfully completed a second course.

B. The School District shall reimburse bargaining unit members up to $250 for the cost of workshops/seminars subject to the recommendation of the principal and written approval of the Superintendent, or his/her designee, ten(10) school days prior to the workshop/seminar. The School District will expend up to $25,000 for each year of the agreement for workshop/seminar reimbursement. The money will be allocated in the following manner: July 1 – December 31: $12,500; January 1 – June 30, $12,500. Encumbered funds not processed forty-five (45) days after the date of the approved workshop/seminar will not be paid and will be released for use by other bargaining unit members. Bargaining unit members may not encumber more than two workshops in a given time period.

Article XIII Staff Development

A. The Board shall expend up to $5,000 for staff development programs approved by the Raymond School District Staff Development Committee.

B. In accordance with New Hampshire recertification requirements, each bargaining unit member is expected to complete the required number of professional development hours within a three year period. For every twenty (20) hours of approved Staff Development credits, excluding college courses, the bargaining unit member shall receive one (1) credit toward degree status on the Salary Schedule to a maximum of (5) credits per three (3) year period.

   Special conditions:

   1. Only Staff Development credits earned while in the District's employ shall be counted towards credit on the salary scale.
   2. No credits earned before July 1, 1993 shall be counted towards credit on the salary scale.

A. Method of Compensation - 1/26th or 1/22nd (bargaining unit member's choice) of the annual salary shall be paid every other Friday until the end of the year. All bargaining unit members will receive their first paycheck of the year no later than the second Friday of service according to the School District calendar. Those on 26 pay periods will receive a final check equal to the unpaid amount to be issued no later than five days from the last day of actual service. When a bargaining unit member leaves or enters the District during the school year, the salary due him/her will be prorated based upon the number of contract days versus the number of days in his/her contract.

B. Degree-track movement on the salary schedule shall occur only at the beginning of the contract year. So that the district can budget for such degree-track changes, a bargaining unit member shall notify the Superintendent of Schools no later than the October 1 prior to the degree-track change of the specific degree-track change for which he/she expects to be eligible at the start of the next contract year. A bargaining unit member who fails to provide such notice shall not receive the degree-track change until the following school year.

C. Step Raises and Cost-of-Living Adjustments

1. 2015-2016: Bargaining unit members whose performance has been adjudged satisfactory by the Superintendent/Designee shall be advanced one step on the 2015-2016 salary schedule at the start of the school year. Those members behind their correct step shall be advanced a second step on the 2015-2016 salary schedule 50% of the way through the 2015-2016 school year. No bargaining unit member shall be denied advancement on the salary schedule without just cause. (See Salary Schedule)

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	32,227	32,771	33,327	33,893	34,470	35,061
Step 2	32,827	33,371	33,927	34,493	35,070	35,661
Step 3	34,011	34,579	35,160	35,750	36,353	36,969
Step 4	35,247	35,840	36,445	37,061	37,691	38,333
Step 5	36,536	37,154	37,785	38,428	39,085	39,754
Step 6	37,882	38,527	39,186	39,857	40,542	41,242
Step 7	39,286	39,960	40,647	41,347	42,062	42,792
Step 8	40,752	41,454	42,171	42,902	43,649	44,410
Step 9	42,280	43,014	43,762	44,526	45,304	46,098
Step 10	43,876	44,641	45,422	46,218	47,031	47,859
Step 11	45,541	46,339	47,154	47,986	48,832	49,697
Step 12	47,279	48,112	48,963	49,831	50,716	51,617
Step 13	49,091	49,961	50,849	51,754	52,677	53,618
Step 14	50,983	51,891	52,817	53,760	54,723	55,705
Step 15	52,960	53,906	54,873	55,857	56,861	57,887
Step 16	54,060	55,006	55,973	56,957	57,961	58,987
Step 17	55,610	56,556	57,523	58,507	59,511	60,537

D. Longevity

Bargaining unit members with more than 15 years experience in Raymond shall receive an additional $1,950.

Article XV — Savings Clause

If any article of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

Article XVI — Duration Provision

A. This agreement shall be effective when signed and shall continue in full force and effect from July 1, 2015 until June 30, 2016.

B. Either party may request negotiations for a successor agreement provided they notify the other party of their intent no later than September 1, 2015.

Article XVII — Severance Pay

A. Upon separation from employment by the Raymond School District with 10 or more years of service as a bargaining unit member immediately prior to separation, a full-time bargaining unit member under written contract with the School District shall be awarded a sum of money equal to 90 percent of the current rate of substitute teacher per diem pay multiplied by the number of unused sick days accumulated at the time of separation from the School District, up to a maximum of 12 days for each consecutive year of service as a bargaining unit member immediately prior to separation. The 120-day limitation on accumulation of sick days in Article XI(A) shall not apply to this benefit. The bargaining unit member may receive this benefit only once in his or her lifetime. The bargaining unit member shall inform the Superintendent of Schools of the member's intention to separate from the School District in writing on or before the October 1 prior to separation from the School District. The bargaining unit member also shall submit a final letter of resignation or retirement to the Superintendent of Schools on or before the December 1 prior to separation from the School District. For a bargaining unit member who submits the notices by October 1 and December 1, this benefit shall be payable in accordance with Section XVII(B). For a bargaining unit member who submits the notice by October 1 but does not submit the final notice by December 1, this benefit will be payable on or before the second July 15 following the bargaining unit member's separation from the School District.

B. Notwithstanding any other provision in this Agreement, the benefit under this Article for a teacher who has submitted the notices by October 1 and December 1, will be divided into two installments. The first installment shall be due and payable by the first July 15 after separation from employment, and shall equal the maximum portion of the benefit that will not result in the School District being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. The second installment shall be due and payable 121-150 days after separation from employment so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the benefit that was not paid in the first installment.

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives, or either, this 15th day of April, 2015.

Raymond School Board

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Raymond Education Association

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

MEMORANDUM OF AGREEMENT - OPEN HOUSES AND PARENT CONFERENCES

Effective March 18, 2013, the Raymond School District and the Raymond Education Association agree to implement the provisions of Article VIII(A)(2)(b-c) of their collective bargaining agreement, concerning open houses and parent conferences, as follows:

1. Bargaining unit members will be required to attend one open house event per school year after the regular teacher on-site day on one day that is determined by the administration. The open house event at each school will consist of bargaining unit members meeting in classrooms with groups of parents to provide general information about classes and to answer parents' questions, as has been done at the elementary school and the middle school. At the high school, open houses no longer will consist of a series of approximately five-minute separate conferences with students' parents. This open house event will begin at approximately 6:00 p.m. and will last approximately 90 minutes.

2. Bargaining unit members will be required to attend two parent conference events per school year after the regular teacher on-site day.

   a. The first parent conference event at each school will consist of a series of separate conferences with students' parents on one day that is determined by the administration. Each of these parent conferences will last approximately 10-15 minutes. This parent conference event will begin at approximately 6:00 p.m. and will last approximately two hours.

   b. The second parent conference event at each school will consist of a series of separate conferences with students' parents on a date that is selected by the teacher from within a two-week period that is determined by the administration. Each of these parent conferences will last approximately 10-15 minutes, and must be scheduled prior to the day of that teacher's conferences. Conferences will begin 30 minutes after the end of the student day and will end no later than 2.5 hours after the end of the student day; however, bargaining unit members need not be present for any portions of this parent conference event for which conferences have not been scheduled by appointment.

3. Bargaining unit members' obligations to attend open house and parent conference events in accordance with this Memorandum of Agreement and with Article VIII(A)(2)(b-c) of the collective bargaining agreement is in addition to their other obligations under the collective bargaining agreement. For example, attending open house and parent conference events per this Memorandum of Agreement and Article VIII(2)(b-c) does not discharge their obligation to make parent contacts per Article VIII(A)(2)(d), and making parent contacts per Article VIII(A)(2)(d) does not discharge their obligation to attend open house and parent conference events per Article VIII(A)(2)(b-c) and this Memorandum of Agreement.

RAYMOND SCHOOL DISTRICT

Date: 4-3-13

By: [signature]
Title: SCHOOL BOARD, CHAIR

RAYMOND EDUCATION ASSOCIATION

Date: 4/3/13

By: [signature]
Title: REA President

Raymond School District

SAU 33, 43 Harriman Hill Road, Raymond New Hampshire, 03077
Tel. 603-895-4299 Fax. 603-895-0147 www.sau33.com

Ellen Small, Superintendent of Schools
Walter Anacki, Special Education Director
Bailey Rigg, Technology Director
Jennifer Gillespie, Administrative Assistant

Ron Brickett, Business Administrator
Melissa Lefebvre, Curriculum Director
Joanna Faulkner, Human Resources Coordinator

Raymond School Board

AND

Raymond Education Association

Memorandum of Understanding

The names of the SCHOOLCARE health benefit plans will change on July 1, 2015.

- The HMO Open Access will be called SCHOOLCARE Green Open Access
- POS Open Access will be called SCHOOLCARE Blue Open Access
- Open Access Plus will be called SCHOOLCARE Red Open Access
- Consumer Driven Health (CDHP) will be called SCHOOLCARE Yellow Open Access

Any references in the collective bargaining agreement to specific plan names and types will be addressed during the next round of negotiations, and until that time the parties agree that the name changes by SCHOOLCARE do not affect the benefits, annual contributions, plan coverage and pharmacy programs currently negotiated.

4/15/15 4-15-15

Raymond Education Association Date Raymond School Board Date

MEMORANDUM OF UNDERSTANDING

1. The Raymond School Board and Raymond Education Association agree to modify the schedule at Raymond High School for the period of July 1, 2015 through June 29, 2016.

2. In accordance with modification of the schedule, the Board and Association agree to amend their collective bargaining agreement for the period of July 1, 2015 through June 29, 2016, as follows:

A. Replace Article VIII(A)(3-3a) with the following:

"3. Schedule

The School Board may establish either a multiple-period schedule or flex team schedule for the middle school at the Board's sole discretion. The School Board may establish either a multiple-period schedule or block schedule for the high school at the Board's sole discretion.

a. Multiple-period schedule at middle school: For those years that the Board establishes a multiple-period schedule at the middle school, the following will apply. The daily bargaining unit member load for all bargaining unit members at that school shall be normally no more than 5 periods of instruction plus 1 period of supervising student activities. At the discretion of the Superintendent or his/her designee, bargaining unit members at the school may be assigned 6 periods of instruction, so long as the total number of bargaining unit members so assigned does not exceed in number 25 percent of the faculty at that school. A bargaining unit member who is assigned 6 periods of instruction shall be relieved of the obligation to supervise students for 1 period and shall be paid an additional annual stipend equal to 10 percent of the first step BA on the salary schedule, but not less than $2000. Bargaining unit members at that school will receive 1 duty-free planning period consisting of 1 normal class period per day.

b. Multiple-period schedule at high school: For those years that the Board establishes a multiple-period schedule at the high school, the following will apply. During each five-day week, the bargaining unit member load for all bargaining unit members at that school normally will consist of:

- 3 days, each with no more than 5 periods of instruction plus one period of duty-free planning. On these days

the 6 periods each will be approximately 58 minutes in duration; and

- 2 days, each with no more than 5 periods of instruction plus one period of duty-free planning plus one short-period of advisory and/or supervising student activities. On these days the 6 periods each will be approximately 53-56 minutes in duration, and the short-period will be approximately 24 minutes in duration.

The planning period is for the sole purpose of teacher preparation, individually and/or in groups; the administration may require other activities (i.e., parent meetings, IEP meetings, administrative meetings) during the planning period on an emergency basis only."

B. Renumber Article VIII(A)(3)(b-c) (Flex team schedule and Trimester block schedule) as Article VIII(A)(3)(c-d).

3. The agreed modifications to the schedule at Raymond High School and the agreed amendments to Article VIII(A)(3) will expire on June 29, 2016, and will revert to their status immediately before this Memorandum of Understanding, except as follows. The agreed modifications and amendments will be continued during the status quo period, if any, between expiration of the parties' 2015-16 collective bargaining agreement and commencement of their next collective bargaining agreement after 2015-16, if the parties mutually agree in writing to so modify their status quo obligations. The agreed modifications and amendments will be included in the parties' next collective bargaining agreement after 2015-16, if the parties mutually agree in writing to do so when they negotiate that collective bargaining agreement.

RAYMOND SCHOOL BOARD

Date: 4-15-15

By: Deane R. Macum
Title: Chair

RAYMOND EDUCATION ASSOCIATION

Date: 4-15-15

By: Christine M. Brun
Title: REA Vice President