SHAKER REGIONAL SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

WITH

SHAKER REGIONAL EDUCATION ASSOCIATION
NEA – NEW HAMPSHIRE

2015-2017

ARTICLE I
RECOGNITION AND DEFINITION

A. The Shaker Regional School Board recognizes the Shaker Regional Education Association, NEA-New Hampshire, as the exclusive representative within the context of RSA 273-A, as amended, for all members of the bargaining unit, which includes all employees certified or eligible for certification as a teacher, and employed as such, librarians, guidance counselors, and registered nurses contracted with the Shaker Regional School District.

B. Unless otherwise defined herein, the following terms shall have the following meanings when used in this Agreement:

The term "Full Time Employee" shall refer to any member of the bargaining unit as defined in Paragraph A above who is contracted for the normal school day and school year.

The term "Board" shall refer to the Shaker Regional School Board.

The term "Superintendent" shall refer to the responsible administrative head of the Shaker Regional School District.

The term "Principal" shall refer to the responsible administrative head of a particular school.

The term "Part Time Employee" shall refer to any member of the bargaining unit as defined in Paragraph A above who is contracted for the normal school year but for less than the normal work day and is contracted with the Shaker Regional School District.

The term "Association" shall refer to the Shaker Regional Education Association.

The term "District" shall refer to the Shaker Regional School District.

The term "work day" shall refer to the days that teachers are required to work as set forth on the School Calendar as determined and posted by the District.

Whenever the singular is used in the Agreement, it is to include the plural.

ARTICLE II
RIGHTS AND RESPONSIBILITIES

A. The purpose of this Agreement is to allocate among the parties, rights and responsibilities not covered elsewhere by law.

By this Agreement neither party relinquishes the authority and responsibility vested in it by existing statutes. Both parties agree that, in the event of conflict

between statutory and contractual obligations, the laws of the United States of America and/or the State of New Hampshire shall prevail.

B. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of management and policy including the power to: (a) direct and manage all activities of the school district; (b) to direct the work of its employees; (c) to hire, promote, demote, transfer, assign or retain employees to positions within the public agency; (d) to suspend or discharge, demote or transfer employees for proper cause; (e) to maintain the efficiency of governmental operations; (f) to relieve employees from duties because of lack of work; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine methods, means, and personnel by which operations are to be carried on.

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion's, and 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's and authorities.

C. The Association is the exclusive representative of the Bargaining Unit and no actions will be taken by the Board or its agents to abridge this right. The Board recognizes the need for effective communication between the Association and its members, the right of the Association to speak publicly on behalf of its members, and the need for prompt and reasonable resolutions of issues raised by the Association whether matters of law or contract.

Under the terms of this Agreement, the Associations and its members are understood to enjoy the same rights of access and use of District facilities as are extended to individual employees of the District, within reasonable guidelines established by the Principal.

1. The Association may be provided with the use of local phone service, a mailbox, electronic mail, internet service and for instructional purposes, the use of office reproduction equipment. Any cost incurred by use of telephone or school equipment for Association business shall be borne by the Association.

2. The Association and its representatives may have the right to post notices of activities and matters of Association concern on teacher's bulletin boards in the teacher's room. The Association may use teacher's mailboxes for communication.

3. The Association may be given an opportunity at faculty meetings and new teacher orientation programs to present reports and announcements.

4. The Association and its representatives may have the right to use the school building for meetings and to transact Association business on school property. The use must be within the hours when custodians are regularly employed and conform to school board building use policy.

5. Reproduction equipment owned by the District may be used for Association purposes provided that such use does not conflict with District needs to use equipment and results in no cost to the District.

6. The Association shall be given 4 leave days per year. These days are to be distributed at the discretion of the Shaker Regional Education Association Executive Board and are to be used by executive members or committee chairperson of the SREA for meetings or conferences.

   These days do not accumulate and are not to be compensated for if not used. All days must be approved by the Superintendent prior to leave. Notwithstanding the provisions of this Agreement, the Association reserves to itself and its members the rights available under the law of the State of New Hampshire.

ARTICLE III
TERMS OF EMPLOYMENT

A. 1. The length of the school day is defined as follows:

BHS and BMS	7 hours
BES and CES	6 hours and 40 minutes

In addition to the length of the school day as defined above, bargaining unit members shall be in their classrooms at least five (5) minutes before the beginning of the school day and shall remain available to students and parents for thirty (30) minutes after the termination of classes each school day. Bargaining unit members assigned to grades K-12 shall have one preparation period per day for planning, grading, and other professional duties. However, when determined to be necessary by the Principal, bargaining unit members may be assigned to substitute for other teachers, to supervise the cafeteria at lunch-time, to attend committee meetings, assemblies, conferences with members of the administration or public and to perform other school-related functions during normal school hours.

Bargaining unit members assigned to grades 7-8 shall not be required to carry more than six (6) teaching periods per day, although teachers may volunteer to do so. Bargaining unit members assigned to grades 9-12 shall not be required to carry more than three (3) block teaching periods per day.

Bargaining unit members may also be assigned to attend scheduled departmental, school or staff meetings, PTA meetings, parent-teacher conferences and similar meetings and conferences which may be held outside normal school hours. All such assignments set forth above will be made in a reasonable and professional manner and shall not be applied in a manner which requires an unreasonable or excessive amount of time for each bargaining unit member.

The District shall use its best efforts to schedule part-time bargaining unit members to work in a continuous and uninterrupted block of time except when such scheduling is not in the best interest of the students.

B. The normal school year shall contain a maximum of 180 classroom days and 8 non-instructional workshop days. Parent-teacher conferences in the elementary and middle schools will be credited toward the equivalent of two non-instructional days.

Those employees who do not attend the district workshops may attend other educational workshops, or work in their classrooms for the same number of hours, with prior approval.

The school calendar including both instructional and non-instructional days will be developed after input from the bargaining unit.

C. Each employee shall have the right to review and reproduce the contents of his/her personnel file, provided that 24 hour notice is given. This notification factor may be waived by the Superintendent in the event of an emergency. It is understood that any cost incurred for reproduction of file contents shall be borne by the employee.

D. Within reasonable guidelines established by the Principal, each teacher may be provided with the use of local phone service, a mailbox, and for instructional purposes, the use of office reproduction equipment. Any cost incurred by use of telephone or school equipment for teacher's personal business shall be borne by that teacher.

E. The Board agrees to make a reasonable effort to secure the services of substitute teachers who are not members of the Bargaining Unit.

F. Teacher non-renewals shall be in accordance with RSA 189:14-a. Teacher dismissals shall be in accordance with RSA 189:13. No teacher who has taught for five (5) or more consecutive years in the District, or a teacher who has taught three (3) consecutive years in this District after having completed a probationary period of five (5) or more consecutive years in another New Hampshire district, shall be dismissed or not be re-elected or re-nominated without cause.

G. Bargaining unit members may leave the building for such purposes as library use, course preparation, or other professional responsibilities during the normal teachers' work day provided that bargaining unit member signs in and out using the log to be provided by each school.

H. A list of personnel vacancies will be issued to each school in the Shaker Regional School District as the openings occur. Written notice shall be given to those teachers requesting notification of openings. There will be two (2) forms issued, one being an Intent to Return Form, and one being Notification of Openings. Prior to August 1st, such notice shall be at least two (2) full weeks prior to the final date set for acceptance of applications for the interviewing process.

Whenever feasible, at least one teacher from the appropriate department or grade level shall be included in the interviewing process.

I. Each bargaining unit member will be entitled to select payroll direct deposit to any one or more banking institutions s/he chooses. Additionally, each bargaining unit member will be entitled to select any annuity plan with any company that has signed as a participating member of the District's plan. Employees shall be responsible for their individual participation fees that may be incurred for their plan.

J. The annual teachers' contract shall be delivered to the Association members by April 15 (or a suitable explanation in writing if contracts are to be delayed for any reason).

K. Reduction-in-Force: The decision to implement Reduction-in-Force and select programs to be reduced shall be made at the sole discretion of the School Board. The Board will make every reasonable effort to minimize the effect of a Reduction-in-Force on the current staff by absorbing as many positions as possible through attrition (retirement, resignation).

Whenever it is necessary to lay off Bargaining Unit personnel for reasons of reduced enrollment or program reduction, or elimination due to budget cuts, the lay-off procedure will combine a teacher's seniority rights and evaluation rating.

A Reduction-in-Force will be determined by the following criteria:

1. A teacher with 0-3 years experience in the District has no seniority rights.
2. A part-time teacher (i.e., 1/5, ½) may accumulate his/her time and be awarded the equivalency in years.
3. A teacher's year-end evaluation is based on the following ratings and categories:

	Distinguished (9)	Proficient (6)	Basic (3)	Unsatisfactory (0)
Planning and Preparation				
Classroom Environment				
Instruction				
Professional Responsibilities				

Total: _____ (Scale 36 – 0)

Categories: All Distinguished = 36

Distinguished - A. 33-36
Proficient - B. 22-32
Basic - C. 15-21

Unsatisfactory - D. 0-14

4. A teacher's evaluation rating shall be an average of his/her last three years in district.
5. A teacher in category A may displace a teacher in category B, C. D.
   A teacher in category B may displace a teacher in category C, D.
   A teacher in category C may displace a teacher in category D.
6. Within the categories, a teacher with the most in-district years of seniority has seniority rights.
7. A teacher with multiple certifications may displace another teacher in a different department or grade level only under these conditions:
   a. The displacing teacher has at least 3 years of experience in the district in the area of certification under which they will be teaching

   AND

   b. The to-be-displaced teacher is in a lower evaluation rating category or
   c. The to-be-displaced teacher is in the same evaluation rating category and has fewer years in the district.
8. In case of a tie (i.e. teachers in the same category and the same number of years in the district), the decision shall be made by the Administration, in the order of priority as follows:
   a. Date of nomination;
   b. Date of contract signature;
   c. Lottery.
9. If a teacher is dissatisfied with the summative evaluation in the year of a Reduction-in-Force, he/she may request a second evaluation and/or request a different administrative evaluator within the district. Such process would include, but not be limited to, at least one classroom observation to replace the lowest previous observation made within that school year and a thorough review of all elements in the annual summative evaluation.

The District must reinstate appropriately certifiable personnel in inverse order of their being laid-off (last one fired becomes first one re-hired), with no loss of credit for previous years of service. Reinstatement rights shall remain in effect for three years after the Reduction-in-Force. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment by the District at not less than the step previously held.

The District shall notify affected personnel and the Association as early as possible. The notice to the Association and the affected employee(s) will include reasons for the Reduction-in-Force and reasons for the selection of the particular employee(s).

Certified personnel laid-off must annually, by March 1, or such other times as appropriate, advise the Superintendent's Office in writing of their current address and availability for employment. If a laid-off employee refuses an offer for re-employment in the area for which he/she is qualified, the employee shall forfeit his/her rights to re-employment under the conditions of this section.

L. A committee consisting of teachers and administrative representation will study the evaluation process and make a report of findings to the SREA and the Shaker Regional School Board annually, by August 1. The committee's report will be non-binding.

M. It is understood between the parties that teacher contracts are not optional agreements nor are they one-way agreements terminable at will by either party. Liquidated Damages for breaking a teacher contract after July 1st shall be $2,500.00. The Superintendent may waive liquidated damages when deemed necessary and appropriate.

ARTICLE IV
GRIEVANCE PROCEDURE

A. The purpose of this article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances arising under the terms of this Agreement.

B. A grievance is defined to be any dispute or complaint between the District and the Association, or any employee or employees covered by this Agreement, relating to the application of the terms of the Agreement.

C. The parties agree that every effort will be made to settle grievances at the lowest possible level. However, should a grievance not directly involve the principal but directly involve the Superintendent or a District-wide issue, the grievance procedure will start at Step Two set forth at Article IV-G.

D. Notwithstanding any provision of RSA 273-A to the contrary, an individual employee or group of employees may process a grievance through the grievance procedure without representation by the Association. However, an Association representative will be permitted to attend all steps.

E. **Informal Step**. An employee must informally discuss a grievance with his/her Principal within twenty (20) work days after the employee knew or should have known the act or condition upon which the complaint is based. In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be completed prior to the end of the school term, or as soon thereafter as is practicable.

F. **Step One**. In the event a mutually acceptable resolution of the problem is not reached by the informal step above, a grievance may be submitted to the Principal for his/her formal consideration. Said grievance must be in writing on forms provided by the District for this purpose and must be submitted within ten (10) work days from the conclusion of the informal step. The Principal will schedule a hearing within ten (10) work days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) work days of the hearing.

G. **Step Two**. If the grievant is dissatisfied with the decision rendered by the Principal, or if the Informal Step and Step One have been bypassed in accordance with the provisions of Article IV., C., a written request for a hearing may be submitted to the Superintendent. Said request must be in writing and must be made within ten (10) work days of the decision of the Principal in Step One above. The Superintendent shall schedule a hearing to be held within ten (10) work days of the receipt of the request and shall render a decision in writing ten (10) work days of the hearing.

H. **Step Three**. If the grievant is dissatisfied with the decision of the Superintendent, s/he may request a hearing before the School Board. Said request must be submitted to the School Board within ten (10) work days of the decision of the Superintendent. Upon receipt of said request, the School Board shall schedule a hearing before the full Board. The hearing shall be held within ten (10) work days of the receipt of the request and a decision of the full School Board will be issued within ten (10) work days of the next regularly scheduled School Board meeting.

I. **Step Four**. If, subsequent to the Board's decision, the Association feels that further review is necessary, the Association shall so notify the School Board within ten (10) work days of the decision of the Board and request arbitration, such request to reasonably detail the specific nature of the dispute and the remedy requested. The Association and Board shall communicate promptly to choose the arbitrator no later than ten (10) work days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such ten (10) work day period, then either party may file the demand for arbitration with the American Arbitration Association and selection shall be made in accordance with the Labor Rules of the American Arbitration Association.

The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The Arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the District submits a question regarding the arbitrability of the asserted grievance to the Arbitrator, the Arbitrator shall first decide that issue and determine whether to hear the substance of the case. The Arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the Arbitrator shall be assessed by the AAA and the Arbitrator and shall be shared equally by the Board and Association. The Board and the Association agree to abide by the decision of the Arbitrator, which is final and binding on all parties.

ARTICLE V
LEAVE

A. Teachers shall be entitled to, and shall receive a written accounting of, non-cumulative leave annually as follows:

1. Sick/Bereavement Leave: Teachers will be entitled to a maximum of nine (9) days of non-cumulative leave per year. Sick leave shall be confined to the personal illness, injury, or health care of the employee or an immediate family member or death in the family. Immediate family is defined as spouse, significant other, children, parents, siblings, grandparents, wards and any other member of the family living in the employee's household. Employees are also eligible for leave for the same relative of the employee's spouse or significant other.

2. Personal Leave: Teacher will be entitled to a maximum of three (3) days of non-cumulative personal leave per year.

   Requests for personal leave shall be in writing and submitted to the building Principal with at least five (5) working days prior notice whenever possible. The Building Principal shall evaluate the request in terms of the effect on his/her school and make a recommendation to the Superintendent of Schools. Approval or denial by the Superintendent will be in writing to the employee. Approval may be granted retroactively at the discretion of the Superintendent. Although verbal approval may be granted by the Principal in an emergency, a request form must be submitted to the Superintendent within three (3) working days upon return from the leave. Requests for Personal Leave may not be used to extend holidays and/or school vacation periods. Any day or period of consecutive days immediately preceding or following holidays or school vacations, or during the first or last five (5) days of the school calendar shall be unpaid, the dollar value of each lost day based on a pro rata of all required teacher work days. Special circumstances may require faculty to request leave during the first or last weeks of the academic year. Verifiable requests for leave, satisfactory to the Superintendent, during this time period will be forwarded to the Superintendent as far in advance as possible.

B. A teacher who is called for jury duty or to respond to a subpoena to appear in court shall be compensated by the District at his/her per diem wage. The district will submit a letter to the court indicating the teacher is exempt from jury duty pay. No leave time shall be charged to short or long term leave for jury duty.

C. Child care leave without pay for either natural or adoptive parents shall be granted upon receipt of written request for such leave. Notification of the desire to take such leave shall be made to the Principal at least thirty days prior to the date on which the leave is to begin. In case of emergency, approval may be obtained retroactively. (The length of child care leave must be determined prior to the initiation of the leave and shall be granted for up to one calendar year). At the

conclusion of the leave, the teacher shall be reinstated to the same or a comparable teaching position.

D. The period of disability in an uncomplicated pregnancy six weeks after the birth. The School Board will pay up to eight consecutive and continuous weeks to an employee for childbirth. Said leave may begin no earlier than two weeks prior to the anticipated date of birth and must start no later than the date of birth of the child. All days of absence arising from maternity-related leave shall be taken from accumulated sick leave and if exhausted from non-accumulated sick leave and then personal leave before commencing leave without pay.

E. The School Board may grant leave requests for any other purpose with or without pay at its discretion.

F. Leave for family and medical purposes will be granted, and shall comply in all respects with the Family and Medical Leave Act ("FMLA"), public law 103-3 (Feb. 5, 1993), its subsequent amendments and all associated regulations. The FMLA is not to be construed so as to derogate or diminish the rights and benefits set forth in this agreement, and any employee taking leave pursuant to this agreement, which also qualifies as FMLA leave, will have such leave count against the employee's FMLA leave entitlement.

G. An illness or accident extending beyond five work days designates a long-term illness. After the fifth day of absence related to the illness or accident, all leave associated with the illness or accident shall be taken from accumulated leave. Full-time employees in the Bargaining Unit will be entitled to long-term cumulative sick leave at the rate of 15 days per school year to a maximum of 120 days. Sick leave shall be accumulated on the basis of two days per month starting on September 1st of each year in accordance with the maximum above. Employees taking leave under this section shall be required to furnish the District with proof of illness in the form of a certificate from an attending physician. A certificate from the attending physician authorizing the return to work shall be provided prior to the employee returning from leave taken under this section.

Teachers shall be given a written accounting of their accumulated sick leave at the beginning of each school year.

ARTICLE VI
SICK LEAVE BANK

The Short Term Sick Leave Bank shall be administered by a committee composed of four (4) members of the Association elected by the SREA membership, hereinafter called the Sick Bank Committee. Each Committee member shall serve the term of the Collective Bargaining Agreement, or until a successor shall be elected. A majority of the members present shall constitute a quorum and a majority vote of those present and voting shall decide all questions. Each teacher wishing to be covered shall agree as required by the Committee in writing to donate one (1) from the nine (9) sick leave days allowed in a one-year period under Article V-A, to be deposited in said bank, such day to be deducted from the teacher's sick leave time. The Committee shall inform the Superintendent in

writing of those members wishing to participate by September 30th. Enrollment in the bank may not be modified during the contract year.

After a teacher has exhausted all nine (9) days of sick leave time, the teacher may then apply to the Short Term Sick Leave Bank if additional time is needed. All requests to the Sick Bank Committee must be in writing and must be submitted no later than one week after the requested date(s). The Committee will be responsible for reporting all decisions to accept or deny Short Term Sick Leave Bank time requests within two weeks of the written request.

ARTICLE VII
COMPENSATION

A. All employees shall be paid according to the salary schedule in Appendix A.

B. Salary raises and increments are not automatic, but will be awarded where there has been a demonstration of improvement or growth in teacher, or generally satisfactory performance. The evaluation of teacher growth and efficiency shall be the responsibility of the Superintendent. Increments shall be awarded only by action of the School Board on the recommendation of the Superintendent. Increments will be not unreasonably withheld.

   Salary adjustments may also be given by the School Board for additional credits earned toward staff development and/or additional or higher degrees. Undergraduate courses will not be counted for advancement on the salary schedule unless they are part of a professional development plan and approved by the Superintendent. In order to qualify for track change movement, a teacher must submit written notification of the potential track change to the Superintendent no later than November 15th of the fiscal year prior to the change. Movement of tracks will only be awarded on the first pay check of the new school year and on the first pay check immediately following February 1st of that school year and shall not be retroactive.

C. Employees with previous experience who are brought into the system shall be placed on the salary schedule at a place commensurate with their experience as determined by the School Board based on recommendations by the Superintendent, and shall progress from that point.

D. Whenever it is necessary to pro-rate a salary, it will be done on the basis of dividing the salary by 188 days.

E. The addition or elimination of all co-curricular activities is solely the responsibility of the School Board based on the needs and interest expressed by the students, parents, taxpayers, and administration as well as those of teachers. Employment of a member of the Bargaining Unit in a co-curricular capacity is coincidental with and not integral to employment under this Contract. Positions or activities outside the regular curriculum will be added or eliminated at the sole discretion of the School Board. The Board shall fund an amount for annual co-curricular, club and advisory benefits as shown in Appendix B. Those positions

shall be paid, by categories, the percentage times the current Bachelor's salary at first step.

F. Salary Payments:

1. Employees may select one of two methods of salary payment. Once an employee has made a choice prior to the opening of school, s/he will remain with said choice for the contract year.

When there are 26 pay periods during the year, the choice of pay methods will be:

a. Salary pro-rated over 52 weeks with 22 payments, plus 4 payments sum at the end of the school year.
b. Salary pro-rated over contracted period of 42 weeks with 22 payments. The 22nd pay will be distributed no later than the last day of school.

When there are 27 pay periods during the year, the choice of pay methods will be:

a. Salary pro-rated over 52 weeks with 23 payments, plus 4 payments sum at the end of the school year.
b. Salary pro-rated over contracted period of 42 weeks with 23 payments. The 23rd pay will be distributed no later than the last day of school.

2. Employees will be paid every other Thursday beginning with the next regular payroll following the teachers return to school.

ARTICLE VIII
FRINGE BENEFITS

A. The Board shall provide fringe benefit coverage based on a twelve-month period consistent with the terms and conditions of the individual carrier. The Board shall maintain returning staff on the fringe benefit plan(s) during July and August; however the Board's contribution toward the health insurance plan(s) is contingent to the employee returning to work at the District. In the event that an employee resigns during July or August, the employee will not be eligible for any Board contribution toward the health insurance plan(s) and will be retroactively dropped from the Board's coverage effective the previous June 30.

B. Fringe Benefits under this Agreement shall be provided for full-time employees throughout the current school year, irrespective of absence due to illness or injury. Part-time teachers will receive fringe benefits in proportion to their share of the full-time position whenever appropriate.

C. Liability Insurance: The District will provide liability insurance for all Bargaining Unit members in accordance with the provisions of the District's liability insurance policy.

D. The Board shall pay 100% of the premiums to provide group life insurance (including accidental death and dismemberment) protection equal to the employee's annual salary.

E. The District agrees to make available to Bargaining Unit members health and medical benefits upon the following terms and conditions:

1. For full-time employees:

The District shall pay the following percentage amounts each year toward the Health Insurance Premium or the Plan Contribution based upon the SchoolCare HMO (Open Access) $30 Office Visit, $10/$30/$65 Rx Premium Rates	
Plan	Annually
Single	85%
Two-Person	85%
Family	85%

The coverage period shall be July 1 through June 30, in accordance with the terms and conditions of the carrier. The District will pre-pay the insurance premiums for returning employees during July and August and the Employee's share of Health Insurance shall be deducted through payroll deductions during the school-year pay. Any Employee who resigns or is hired during the coverage period will be provided a prorated district contribution and the employee will be responsible for any balance.

Selection of a health insurance carrier and the terms and conditions of the health insurance policy shall be made by mutual agreement. Upon any change to a new provider, any savings in health and medical insurance shall result in an equitable sharing of savings between the District and the Bargaining Unit in the first year of the new plan. To facilitate this sharing of savings, the parties shall meet to determine the distribution of the Bargaining Unit share of savings. Total savings shall be calculated based on July 1st enrollments, exclusive of Buybacks and COBRAs, multiplied by the new plan rates and compared to the July 1st enrollments, exclusive of Buybacks and COBRAs multiplied by the corresponding years' rates. The total savings shall then be multiplied by 50%, and that portion shall be used for distribution to Bargaining Unit members under the new plan.

In addition, any full-time Bargaining Unit member who elects not to take said health insurance through the District shall be entitled to a lump sum payment of $2,500 upon the signing of a waiver of health insurance, which waiver will contain a provision for prorated reimbursement to the District if the Bargaining Unit member subsequently elects to take such insurance, and providing proof of an employer-sponsored health insurance plan through a spouse or significant other. Part-time employees who qualify for health insurance shall be entitled to a prorated payment in relation to their part-time employment status. Said payments shall be made on the first pay check in December, with all applicable taxes and retirement deducted.

2. For each part-time employee who works 60% or more hours of a Full-Time Equivalent (FTE), such employee shall be eligible for pro-rated health insurance and other fringe benefits with the District contribution for such benefits being calculated upon such FTE proration.

F. The District will provide longevity compensation after the completion of 10 years of service in the District at the rate of .5% of the respective year's Bachelor base salary for each year of service within the District. Each year's longevity compensation shall be paid in one lump sum during the first pay period in December.

G. Severance

All employees within the Bargaining Unit who have taught 15 to 19 years in the Shaker Regional School District immediately prior to severance will receive a lump-sum payment in the amount of $5,000.

Employees will notify the District, in writing, by November 1st in the calendar year prior to said severance. Once notice has been given, the date will be final. Exceptions will be granted in emergency situations only, and approval will be granted at the discretion of the Superintendent.

Payment shall be made on the first payroll in July of the severance year. In the case of death of a Bargaining Unit member, payment of all sums will be made to the employee's designated beneficiary, who will be designated in writing at the time notice is given to the District. The District will make every reasonable attempt to contact the beneficiary.

H. The District will pay the cost of tuition, up to nine (9) credits at the UNH Graduate Course Rate, for courses taken through an institution with accreditation recognized by the U.S. Department of Education (USDOE) or the Council on Recognition of Postsecondary Accreditation (CORPA) and approved by the Superintendent. The District will pre-pay courses completed by May 15 and reimburse Bargaining Unit members for courses taken between May 16 and August 30.

Any Bargaining Unit member who drops a course, receives a grade below the letter B, separates from employment before the completion of the course, or who does not receive a "Pass" when Pass/Fail is the only grading basis available will not be entitled to the District's financial support for the course(s). The employee shall reimburse any costs prepaid by the District for said course(s) no later than June 30th.

I. The District will budget, and pay up to, $14,000 for approved conferences, workshops, and seminars. Application for approval of expenses must be made in writing and submitted to the Principal not later than five (5) work days prior to the commencement of the conference, workshop or seminar. When sufficient time allows, the District will pre-pay workshops taken between September 1 and June 30. Any Bargaining Unit member who is unable to attend a workshop, subsequent

to its payment, shall be responsible for reimbursing the District the cost of the workshop.

J. The Board shall fund an amount for annual dental benefits for the Bargaining Unit so as to provide coverage for the Association membership. The District's plan will be a program which provides up to 100% basic family coverage for diagnostic and preventative services (such as Coverage A, Northeast Delta Dental) and 80% basic coverage for restorative oral surgery, endodontics, periodontics, denture repair and emergency treatment (such as Coverage B, Northeast Delta Dental Plan). The District's plan will also include a program which provides up to 50% of each Bargaining Unit Members declared coverage (single, 2 person or family) for major restorative services (such as Coverage C, Northeast Delta Dental Plan). The District's plan will provide a contract year maximum of $1,000 per person (Coverage A, B and C combined).

K. The District shall provide long-term disability insurance as provided by its insurance carrier.

L. Section 125. The District will offer a Section 125 Plan which will include premium offset, dependent care and a flexible spending account.

M. Separation Pay

Any full time member of the Shaker Regional Bargaining Unit employed under the contract prior to the completion of the 2008-2009 School Year is eligible for the benefits under this section.

A full time member of the Shaker Regional Bargaining Unit who has had at least 20 years of full time service in Shaker Regional School District may retire under this plan as of July 1st, in the calendar year in which said member completes 20 years of service or as of the first of July in any year thereafter. Said request in filing for separation pay shall be made prior to or on November 1st prior to the intended July 1st retirement date. The request for the separation pay provision will be determined by the Board on or before its February meeting.

Bargaining unit members who have qualified for Long Term Disability under the fringe benefits provision from the Shaker Regional School District's Collective Bargaining Agreement are ineligible for the separation pay provision.

Said separation pay participants shall receive a lump sum payment in accordance with the following formula.

The formula is 1.75% of salary x number of years in district.

Payment will be processed on the first payroll in July and shall have all applicable taxes and retirement deducted.

Retiring employee shall have the opportunity to purchase continuation of health, dental and life insurance. Employees shall be able to appropriate sums from the separation payment toward the total cost of these benefits for the first year.

Employees selecting to participate in the Separation Pay under this Article shall not receive separation pay as stated in Article VIII-G. The limit on the number eligible for the separation pay provision in any single year will be six (6). In the event more than six (6) employees apply, the plan shall be limited to the six (6) most senior applicants. Seniority shall be determined first by age, then by years of service in the Shaker Regional School District, then by birth date. The Shaker Regional School District, at its discretion, may approve additional applications for this provision.

In the case of death of a Bargaining Unit member, payment of all sums will be made to the employee's designated beneficiary, who will be designated in writing at the time separation notice is given to the District. The District will make every reasonable attempt to contact the beneficiary.

ARTICLE IX
MISCELLANEOUS

A. In the event that any provision of the Agreement at any time after the execution shall be declared to be invalid by any court of competent jurisdiction or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all provisions not thereby invalidated shall remain in full force and effect.

B. This Agreement may be amended by mutual consent and agreement.

C. The cost for printing and distributing this Agreement in booklet format to the bargaining unit members shall be the joint responsibility of the two parties.

D. It is understood and agreed that this contract constitutes and contains the whole and exclusive agreement between the Shaker Regional Education Association and the Shaker Regional School Board and that no modification or addition to this Agreement shall be valid and enforceable unless evidenced in writing and signed by the parties.

E. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the voters of the District, having been provided information setting forth the financial terms relating to the entire term of the agreement, vote to bind the District to the monetary obligations of the entire agreement. If such funds are not appropriated by the voters, the Board and Association shall reopen negotiations in an effort to reach an agreement within the financial limits set by the District voters.

The parties agree that in the event no new agreement is reached by the 1st of February of the last year of this agreement on terms and conditions of

employment for the ensuing year, staff will be engaged using the same salary amounts in effect for the previous year.

ARTICLE X
DURATION

A. This Agreement and each of its provisions shall become effective on September 1, 2015, and shall remain in effect until August 31, 2017.

IN WITNESS WHEREFORE, the parties hereunto set their hands and seals this 24th day of March, 2015.

SHAKER REGIONAL
EDUCATION ASSOCIATION

Brian McNabb
Its President Duly Authorized

Brian McNabb
Negotiations Chairperson
for the Association

SHAKER REGIONAL
SCHOOL BOARD

Sean Embree
Its Chairperson Duly Authorized

Richard Bryant
Negotiations Chairperson
for the School Board

APPENDIX A
SALARY SCHEDULE

2015-2016

	BA	BA-15	MA	MA-15	MA-30
1	34,750	36,750	38,250	40,150	41,650
2	36,875	38,150	39,650	41,550	43,050
3	38,275	39,550	41,050	42,950	44,450
4	39,675	40,950	42,450	44,350	45,850
5	41,075	42,350	43,850	45,750	47,250
6	42,475	43,750	45,250	47,150	48,650
7	43,875	45,150	46,650	48,550	50,050
8	45,275	46,550	48,050	49,950	51,450
9	46,675	47,950	49,450	51,350	52,850
10	48,075	49,350	50,850	52,750	54,250

After Step 10, $1,400 will be added to the prior year contract.

2016-2017

	BA	BA-15	MA	MA-15	MA-30
1	35,750	38,250	39,750	41,650	43,150
2	38,375	39,650	41,150	43,050	44,550
3	39,775	41,050	42,550	44,450	45,950
4	41,175	42,450	43,950	45,850	47,350
5	42,575	43,850	45,350	47,250	48,750
6	43,975	45,250	46,750	48,650	50,150
7	45,375	46,650	48,150	50,050	51,550
8	46,775	48,050	49,550	51,450	52,950
9	48,175	49,450	50,950	52,850	54,350
10	49,575	50,850	52,350	54,250	55,750

After Step 10, $1,400 will be added to the prior year contract.

CO-CURRICULAR/CLUB/ADVISOR
APPENDIX B

Co-curricular/club/advisor stipends will be paid at the respective year's BA Step 1 Salary multiplied by the percent listed in the following schedule.

	Activity/Club	Percent
C	Varsity Basketball - Boys	0.1250
	Varsity Basketball - Girls	0.1250
	Varsity Hockey	0.1250
D	Varsity Baseball	0.1000
	Varsity Softball	0.1000
	Varsity Soccer - Boys	0.1000
	Varsity Soccer - Girls	0.1000
	Varsity Volleyball	0.1000
	Head Track - Boys	0.1000
	Head Track - Girls	0.1000
	Head X-Country	0.1000
	JV Basketball - Boys	0.1000
	JV Basketball - Girls	0.1000
	Lacrosse – Boys	0.1000
	Lacrosse – Girls	0.1000
E	Alpine Skiing - HS	0.0900
	X-Country Skiing - HS Boys/Girls	0.0900
	Varsity Golf	0.0900
	Indoor Track	0.0900
F	JV Baseball	0.0600
	JV Softball	0.0600
	JV Soccer - Boys	0.0600
	JV Soccer - Girls	0.0600
	JV Volleyball	0.0600
	Basketball – MS Boys (1)	0.0600
	Basketball – MS Boys (2)	0.0600
	Basketball – MS Girls (1)	0.0600
	Basketball – MS Girls (2)	0.0600
G	Track MS (1)	0.0475
	Track MS (2)	0.0475
	Volleyball MS	0.0475
	Cross Country MS	0.0475
	Cross Country Skiing MS	0.0475
	Soccer – MS Boys (1)	0.0475
	Soccer – MS Boys (2)	0.0475
	Soccer – MS Girls (1)	0.0475
	Soccer – MS Girls (2)	0.0475
	Baseball MS (1)	0.0475
	Baseball MS (2)	0.0475
	Softball MS (1)	0.0475
	Softball MS (2)	0.0475
	Alpine Skiing – MS Boys/Girls	0.0475

	Golf MS	0.0475
H	Soccer Elem - BES	0.0350
	Soccer - MS 5/6	0.0350
	Volleyball - BES	0.0350
	Volleyball - CES	0.0350
	Volleyball - MS Gr 5/6	0.0350
	Basketball - CES 5/6	0.0350
	Basketball - MS 5/6 Boys	0.0350
	Basketball - MS 5/6 Girls	0.0350
	Basketball - CES	0.0350
	Basketball - BES	0.0350
AA	Drama Director HS (2 Performances)	0.0500
	Music Performance (2 Perform)	0.0500
	National Honor Society	0.0500
	Summer Band	0.0500
	Student Council HS	0.0500
BB	Perm. Sr. Class Advisor	0.0400
	Senior Class Advisor	0.0400
	Junior Class Advisor	0.0400
	Assistant Drama HS	0.0400
	Music Director-HS Drama	0.0400
	Yearbook - MS	0.0400
	Yearbook Advisor - CES	0.0400
	Yearbook Advisor - BES	0.0400
	Student Council - MS	0.0400
	Student Council - CES	0.0400
	Student Council - BES	0.0400
	Drama - CES	0.0400
	Drama - BES	0.0400
	Drama - MS	0.0400
	Homework Club - MS	0.0400
	Homework Club - BES	0.0400
	Homework Club - CES	0.0400
	All Things Graphics – BHS	0.4000
CC	Soph. Class Advisor	0.0350
	Fresh. Class Advisor	0.0350
	8th Grade Advisor	0.0350
	7th Grade Advisor	0.0350
	Drama Accompanist HS (2 Perform)	0.0350
	Math Team HS	0.0350
	Math Team MS	0.0350
	School Store - CES	0.0350
	School Store - BES	0.0350
	Newspaper - CES	0.0350
	Newspaper - BES	0.0350
	Ensemble - CES	0.0350
	Ensemble - BES	0.0350
DD	Business Club HS	0.0200
	French Club HS	0.0200

Spanish Club HS	0.0200
Computer Web Page HS	0.0200
Computer Club HS	0.0200
Granite State Challenge HS	0.0200
Art Club MS	0.0200
Math Team MS 5/6	0.0200
Computer Club MS	0.0200
Scrabble Club MS	0.0200
Computer Club CES	0.0200
Computer Club BES	0.0200
Music Director-Drama BES	0.0200
Music Director-Drama CES	0.0200
Running Club BES	0.0200
National Junior Honor Society	0.0200
Garden Club CES	0.0200
Garden Club BES	0.0200
Robotics MS	0.0200
Robotics HS	0.0200

The administration may include new positions during the life of the contract if funded by the School Board. The salary category will be determined by the Administration and reviewed during negotiations for the next master contract.

Co-curricular/club/advisor defined: The majority of time spent on/in the activity takes place before or after school hours. If this criterion is not met, the established salary in appendix B will not be paid.

The parties agree to establish a Co-Curricular Study Committee comprised of up to 3 association appointees and up to 3 administration appointees, which will include at least one Board member. The committee will make non-binding recommendations to the negotiation teams.