

**Master Agreement
Between the
Raymond School District
and the
Raymond Education Association
2018-2021**

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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, with input from the Association, may establish the schedules at the middle school and high school which are in the best interest of students. The schedules will include at least one duty-free uninterrupted planning period per day. The planning period will equal the length of the instructional period if a school uses a block schedule for all classes each day. Otherwise, the planning period will equal at least 50 minutes per day. Teachers may be required to perform non-instructional duties no more than one period per day, not to exceed the length of their planning period. A bargaining unit member who is assigned six periods of instruction shall be relieved of the obligation to supervise students for one period and shall be paid an additional annual stipend equal to 10 percent of the step 1 BA-track salary.

- 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.
- 8. On a volunteer basis, teachers may elect to serve as a substitute during their preparation period at a rate of $\frac{1}{4}$ (one quarter) the current professional substitute rate.

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.
- C. Employees who are not teachers, media specialists or guidance counselors shall not work more than 40 hours per week without the principal's written permission.
 - D. If a teacher who has signed an employment contract for the following school year submits a resignation after the June 30 preceding the contracted school year or fails to perform the contract for the full contracted school year, the teacher shall be liable to the District for \$1000 as reasonable liquidated damages to compensate the District for expenses that it incurs by reason of the teacher's resignation or failure to perform the contract. The Board may waive liquidated damages at its discretion in writing.

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 Consumer Driven Health Plan (Yellow without Choice Fund or Orange)

1. Contributions for single, 2-person, or family:

<u>Yellow without Choice Fund</u>	<u>District</u>	<u>Employee</u>	<u>Orange</u>	<u>District</u>	<u>Employee</u>
2018-19	93%	7%	2018-19	100%	0%
2019-20	92%	8%	2019-20	100%	0%
2020-21	91%	9%	2020-21	100%	0%

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

In addition, if the excise tax on high cost plans under the Affordable Care Act (ACA) will apply to the plan selected by the employee, the employee will pay an adjustment that is equal to one-half of the excise tax that will accrue each month under the ACA. If the excise tax will not apply to the selected plan, there will be no adjustment.

All eligible bargaining unit members electing not to participate in the health insurance plan for the entire year who provide documentation, for the member and others who the member expects to claim as tax exemptions, of insurance from another source that provides minimum essential insurance coverage (other than in the individual market), 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. The District shall establish a Medical Flexible Spending Account (FSA) (Section 125 Plan) for teachers. Teachers may contribute into their FSA up to a maximum permitted by law until the excise tax under the Affordable Care Act takes effect; after the excise tax takes effect, teachers' contributions will be limited to the amount that will not trigger the excise tax. Starting January 1, 2017, for employees who throughout the 2015-16 contract year (1) were married to each other and (2) were both employed by the District, the District will contribute \$500 per year to an FSA for each spouse, so long as they remain married to each other and both remain employed 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 quarters if on a quarter calendar, or up to four (4) consecutive trimesters if on a trimester calendar, 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.

Article XIV

Salary

- 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

2018-2019

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,173	34,744	35,328	35,923	36,528	37,149
Step 2	35,096	35,676	36,269	36,871	37,486	38,128
Step 3	36,449	37,055	37,673	38,302	38,943	39,600
Step 4	37,863	38,494	39,138	39,794	40,465	41,149
Step 5	39,335	39,994	40,666	41,351	42,050	42,764
Step 6	40,873	41,560	42,263	42,977	43,707	44,452
Step 7	42,478	43,195	43,927	44,673	45,433	46,211
Step 8	44,152	44,900	45,664	46,442	47,237	48,048
Step 9	45,899	46,680	47,476	48,290	49,117	49,964
Step 10	47,722	48,537	49,367	50,215	51,081	51,962
Step 11	49,623	50,473	51,342	52,226	53,127	54,048
Step 12	51,609	52,495	53,401	54,325	55,266	56,277
Step 13	53,678	54,604	55,550	56,512	57,495	58,497
Step 14	55,839	56,805	57,791	58,795	59,819	60,866
Step 15	58,096	59,102	60,131	61,179	62,247	63,340
Step 16	58,866	59,872	60,901	61,949	63,017	64,110
Step 17	59,950	60,958	61,987	63,034	64,103	65,195

2019-2020

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,506	35,077	35,661	36,256	36,861	37,483
Step 2	35,722	36,310	36,912	37,523	38,146	38,790
Step 3	37,185	37,800	38,426	39,064	39,714	40,381
Step 4	38,714	39,354	40,007	40,672	41,352	42,046
Step 5	40,306	40,974	41,656	42,350	43,059	43,784
Step 6	41,968	42,665	43,378	44,102	44,842	45,598
Step 7	43,703	44,430	45,173	45,929	46,699	47,488
Step 8	45,513	46,271	47,046	47,835	48,640	49,463
Step 9	47,402	48,193	49,000	49,825	50,663	51,523
Step 10	49,372	50,198	51,039	51,899	52,776	53,670
Step 11	51,426	52,288	53,169	54,064	54,978	55,912
Step 12	53,572	54,470	55,389	56,324	57,278	58,253
Step 13	55,808	56,746	57,705	58,680	59,676	60,692
Step 14	58,143	59,122	60,121	61,139	62,176	63,239
Step 15	60,581	61,600	62,643	63,706	64,787	65,896
Step 16	60,966	61,985	63,028	64,090	65,172	66,281
Step 17	61,507	62,529	63,572	64,633	65,716	66,823

2020-2021

	BA	BA+15	BA+30	MA	MA+15	MA+30
Step 1	34,840	35,411	35,995	36,589	37,195	37,816
Step 2	36,348	36,944	37,554	38,174	38,806	39,453
Step 3	37,922	38,544	39,180	39,826	40,486	41,161
Step 4	39,564	40,213	40,876	41,551	42,239	42,944
Step 5	41,277	41,954	42,646	43,350	44,068	44,803
Step 6	43,064	43,770	44,492	45,227	45,976	46,743
Step 7	44,929	45,666	46,418	47,185	47,966	48,766
Step 8	46,874	47,643	48,428	49,228	50,043	50,878
Step 9	48,904	49,705	50,525	51,359	52,210	53,081
Step 10	51,021	51,858	52,712	53,583	54,470	55,379
Step 11	53,230	54,103	54,995	55,903	56,828	57,777
Step 12	55,535	56,445	57,376	58,323	59,289	60,278
Step 13	57,939	58,889	59,860	60,848	61,856	62,888
Step 14	60,448	61,439	62,452	63,483	64,534	65,611
Step 15	63,065	64,099	65,156	66,232	67,328	68,452

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, 2018 until June 30, 2021.
- B. Either party may request negotiations for a successor agreement provided they notify the other party of their intent no later than September 1, 2020.

Article XVII

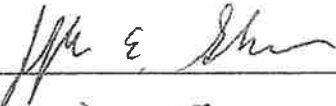
Severance Pay

- 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 (or May 1 for those bargaining unit members with 15 or more years of service) 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. A bargaining unit member who retires through the New Hampshire Retirement System with written notice by October 1 and May 1 will receive the benefit on or before the second July 15 following the bargaining unit member's retirement from the School District. If an employee with 15 or more years of service to the District must resign from his/her position due to exigent circumstances, the Board at its discretion may waive the notice requirements under this section.
- 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 4th day of April, 2018.

Raymond School Board

BY: 


BY: 

BY: 


BY: _____

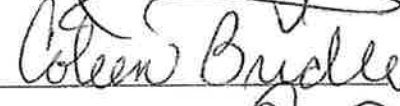
BY: _____

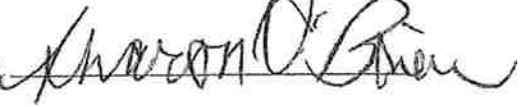
Raymond Education Association

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

SIDE LETTER

The Raymond School Board and the Raymond Education Association agree that the adjustment for high cost plans referenced in Article X(B)(1) of the parties' 2018-2021 collective bargaining agreement will be implemented as follows.

Starting with tax year 2020, the excise tax currently is expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of the excise tax and adjustment currently is expected to include District and employee contributions to premiums, to FSAs and to HSAs. The excise tax and adjustment may change with the cost of living per 26 U.S.C. 4980I(b)(3)(C)(v) or with amendments to the Affordable Care Act.

Example: Assume the employee selects the Yellow without Choice Fund plan with single coverage in 2020-21, the annual premium for that plan and coverage is \$10,000, and the employee contributes \$1,000 to an FSA. The annual plan cost is expected to be \$11,000 (\$10,000 + \$1,000). The annual excise tax is expected to be \$320 ($40\% \times [\$11,000 - \$10,200]$) and the adjustment is expected to be \$160 ($0.5 \times \320). The District will pay \$8940 ($[91\% \times \$10,000] - \160) for the premium minus the adjustment, and the employee will pay \$1060 ($[9\% \times \$10,000] + \160) for the premium plus the adjustment.

FOR THE RAYMOND SCHOOL BOARD


SCHOOL BOARD, CHAIR
Signature and Title

12-19-17
Date

FOR THE RAYMOND EDUCATION ASSOCIATION


Signature and Title

12/19/2017
Date

AGREEMENT BETWEEN THE
RAYMOND SCHOOL DISTRICT
AND
THE RAYMOND EDUCATIONAL SUPPORT STAFF,
AFT-NH Local #4823, AFL-CIO

July 1, 2017 - June 30, 2019

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**RAYMOND SCHOOL DISTRICT
RAYMOND EDUCATIONAL SUPPORT STAFF
2017-2019 CONTRACT**

ARTICLE I RECOGNITION CLAUSE

- A. The School Board (also referred to as the "District") hereby recognizes the Raymond Educational Support Staff (R.E.S.S.), AFT-NH Local #4823, AFL-CIO (hereinafter referred to as the "Union") as the exclusive representatives of the bargaining unit described below for the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the Board, or confided exclusively in the Board by statute or regulations adopted pursuant to statute.
- B. The District recognizes the Union as exclusive bargaining agent for all its permanent full and part-time employees in the classifications listed below:
 - 1. Secretaries/Receptionist
 - 2. Financial Assistant
 - 3. Para-educator
 - 4. Custodians, Head Custodian, Night Lead Custodian
 - 5. Cafeteria Worker/Cafeteria Manager (Subject to Article IIB)
 - 6. Nurse's Aide
- C. This agreement does not apply to newly hired personnel until they have completed a probationary period as set forth herein, or to temporary employees.
- D. All members of the bargaining unit will be provided all the wages and benefits provided under this Agreement and shall retain all rights guaranteed to them under the provisions of N.H. RSA 273-A.

ARTICLE II JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- A. The Board, subject only to the language of the Agreement reserves 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. This agreement shall not be construed so as to limit or impair the respective statutory powers, discretion and authorities of the School Board and Superintendent.
- B. In the event the District determines its desire to explore sub-contracting of food services, the District shall notify its intent to seek requests for proposals (RFP's) and solicit input from the Union. However, effective July 1, 2010, notwithstanding any other provision in this Agreement, the School Board has sole jurisdiction, authority, and discretion to contract with a private vendor to provide food services that otherwise would be performed by persons employed in this bargaining unit, and to layoff the employees who previously performed those food services. If the School Board lays off food service employees when it contracts with a private vendor, laid off food service employees who work through the date of layoff, will receive one time severance payments equal to \$100 for each year of completed service to the School District.

ARTICLE III DEFINITIONS

- A. Employee - The term Employee as used in this Agreement means any member of the bargaining unit who has successfully completed the probationary period.
- B. Full Year, Full-time employee - means an employee who works at least 35 hours a week, 52 weeks a year.
- C. Full Year, Part-time employee - means an employee who works 52 weeks a year but less than 35 hours a week.
- D. School Year, Full-time employee - means an employee who works at least 35 hours a week, 181 work days per year.
- E. School Year, Part-time employee means an employee who works 181 days per year, but less than 35 hours per week.
- F. The term active employment as used in this Agreement shall mean actual time physically present on the job exclusive of any authorized leave granted pursuant to this Agreement including absences for which the employee is receiving workers' compensation benefits.
- G. Special education instructional aides, preschool through grade 12, and library aides will work 182 work days per year including 1 professional development in-service days.
- H. Aides who work in the principal's or guidance office and nurse's aides will work 182 work days per year including one day to assist with duties associated with the opening of the school year.

ARTICLE IV GRIEVANCE PROCEDURE

- A. Definition: A grievance shall mean a claim by an employee as defined in the recognition clause that there has been a violation or misapplication of one or more provisions of this Agreement.
- B. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) working days of its occurrence, or from the time the employee should have known of its occurrence.
- C. Procedure:
 - Step 1: Any employee 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 five (5) working days.
 - Step 2: If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing on the attached grievance form (Appendix A) and must specify:
 - a. The provision of the agreement alleged to have been violated or misapplied.
 - b. The nature of the alleged violation or misapplication.

- c. The injury and the loss which is claimed; and
- d. The remedies sought.

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within fifteen (15) working days from the receipt of the written grievance.

Step 3: If the employee is not satisfied with the decision he/she shall notify the Union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may hold a hearing with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within thirty (30) days after the receipt of the appeal.

D. Arbitration:

1. At the sole option of the Union, arbitration may be utilized in an attempt to settle a grievance.
 2. Notification that arbitration will take place must be made in writing by the Union to the Superintendent within ten (10) working days of the receipt of the decision from the previous step.
 3. The Union shall file a demand for arbitration with the American Arbitration Association within five (5) working days of the notification required in paragraph 2.
 4. The cost 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 Union. Any other expenses shall be paid by the party incurring same.
 5. The Arbitrator shall limit himself/herself to the issues submitted, and shall consider nothing else. He/she shall have no power to add to, delete from, or modify in any way the provisions of the Agreement. The Arbitrator may award a "make whole recommendation," but may apply no penalty payments.
 6. The decision of the Arbitrator shall be binding upon the parties.
- 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. Special Rule for Termination:
The entry level for grievances involving the termination of an employee shall be Step 3 and must include all the written specifications required at Step 2.

ARTICLE V SENIORITY

There shall be two types of seniority: District Seniority and Classification Seniority. Seniority shall continue unimpaired during the employment with the District. An employee's District seniority shall commence with his/her date of hire in the District, and an employee's classification seniority shall commence with his/her assignment to a classification. Ties in seniority shall be broken by lot.

ARTICLE VI REDUCTION IN FORCE/RECALL

A. For the purposes of this article the Board shall classify all members of the bargaining unit according to their present assignment as follows:

1. Secretaries/Receptionist
2. Financial Assistant
3. Para-educator
4. Custodians, Head Custodian, Night Lead Custodian
5. Cafeteria Worker/Cafeteria Manager (Subject to Article IIB)
6. Nurse's Aide

Should the District reduce the number of employees in any classification the order of lay-off shall be on the basis of qualifications, ability and performance of duty as determined by the Superintendent. In the event that two or more employees are judged more or less equal with respect to qualifications, ability and performance of duty, the employee having the least seniority in the classification effected shall be laid off first. In the event that the decision to layoff is made upon the basis of seniority, the Superintendent's judgment as to the relative qualifications, ability and performance of duty of the employees in the effected classification shall not be subject to the provisions of the grievance procedure.

B. Employees shall be recalled for the same positions or for positions for which they are qualified in the order that they were laid off. The following conditions apply:

1. All recall rights shall terminate fourteen (14) months after the date of the last day worked.
2. An employee who refuses a recall forfeits all rights of recall.
3. Recall rights only apply to personnel not actively employed by the District.

ARTICLE VII UNION RIGHTS

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

B. Each year the R.E.S.S. shall be allowed two (2) school days for each of, up to two (2) delegates to AFT Para-educator seminars. The R.E.S.S. 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.

C. The School District shall notify the Union President the first school day of every month, the names and positions of all new hires and terminations.

- D. Effective July 1, 2000, all employees shall, as a condition of continued employment, join the exclusive bargaining representative organization or pay to the exclusive bargaining representative, an annual service fee of 70% of the employees classification assessed dues, which will be provided to the Superintendent's office by the Union President by August 15th. This amount will not be greater than the amount of dues uniformly required for members of the exclusive bargaining representative organization. The Union shall hold the Board and School District harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, actions taken against the Board as a result of the negotiation of or administration of the provisions of the article.
- E. Employees may only be permitted to withdraw from union membership between June 1st and June 15th of each year

ARTICLE VIII GENERAL CONDITIONS

- A. Printing of Agreement - Copies of this Agreement between the Raymond School Board and the Raymond Educational Support Staff, AFT, AFL-CIO, shall be printed by the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or who are offered a contract. Further, the Board shall furnish ten (10) copies of the Agreement to the Union for its use.
- B. The Union agrees to provide the Public Employee Labor Relations Board with a copy of this agreement within fourteen (14) days after its execution.

ARTICLE IX DISCIPLINARY PROCEDURES

- A. All disciplinary actions shall be applied in fair manner and shall be commensurate with the infraction for which disciplinary action is taken.
- B. Disciplinary action shall normally follow this order; provided however, disciplinary action may be taken out of order depending upon the severity of the infraction:
 - a. An oral warning
 - b. A written warning
 - c. Suspension without pay
 - d. Discharge
- C. All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee within two school business days.
- D. At the written request of the employee to the Superintendent, the personnel record of an employee will be cleared of a written reprimand after a period of two years from the date of the reprimand, providing no infractions of similar or greater severity have been committed during the intervening period.
- E. At the written request of the employee to the Superintendent, the personnel record of an employee will be cleared of suspension notices after a period of three years from the date of suspension, providing no infractions of a similar or greater severity have been committed during the intervening period.

ARTICLE X SALARY DEDUCTION

- A. Employees 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 N.H. Retirement System.
 - 2. Optional deductions include: Income Protection Insurance, Tax Sheltered Annuities, The Service Federal Credit Union and employee's Union dues or agency fees. The Union agrees to hold the School Board harmless relative to the collection and disbursement of dues or agency fees.
- 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 methods 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 employees on changes in procedure.

ARTICLE XI TERMS AND CONDITIONS OF EMPLOYMENT

A. Terms

1. Work Day

The work day for all para-educators shall be defined by the Board as 6.5 hours per day. School full-time/part-time employees will attend orientation day before the start of the school year.

2. Overtime

For purposes of overtime computation the work week shall commence at midnight Sunday.

Overtime will be paid at 1 and 1/2 times an employee's regular hourly rate after the employee has worked forty hours during a week. All overtime must be approved by the Superintendent of Schools or designee before the hours are worked. The only exception to this will be for overtime necessitated by unforeseen circumstances in which case overtime must be approved by an employee's supervisor. Holidays, approved paid absences, and approved rest periods will no longer be counted as time worked for purposes of computing overtime.

Time off for lunch or supper is not counted as time worked (except in the case of Food Service workers).

3. Weather and Other Emergency School Closing Days

Employees will be notified as soon as it is determined that the school day has been cancelled. Such notification shall be phone or the local radio station or television.

4. Call Back Pay

Employees who are called back to work after their normal shift or on weekends will be paid for a minimum of three hours work. More than one call back during a consecutive 3 hour period shall be considered a single call back for pay purposes.

5. Breaks

For those employees who work an eight (8) hour day, a ten (10) minute rest period will normally be scheduled half-way through the first four hours of work, and again half-way through the last four hours of work to provide time for rest and relaxation. A half hour unpaid lunch period will be provided approximately half way through the eight (8) hour day.

Also a five (5) minute period is allowed before quitting time at the end of the day for personal wash-up. The rest and wash-up periods will be paid at an employee's regular hourly rate of pay. Those employees who work a minimum of a five-hour day will be provided a ten minute rest period in addition to the half hour period provided for eligible employees.

6. Termination - Notice of Termination

When action to terminate an employee is initiated by the School District, the employee will be notified at least two weeks in advance, unless circumstances make such notice impractical, or call for immediate discharge or dismissal. When the termination is initiated by the employee (i.e., resignation), the employee will give the School District notice at least two weeks in advance.

7. No employee shall be required to cover a RAP session.

B. Conditions

1. There shall be only one official comprehensive file in which permanent copies of evaluations regarding an employee shall be retained. Upon reasonable notice, an employee shall have access to any of his/her file with the right to make a copy of any material contained therein at the employee's expense. No derogatory material reflecting upon an employee's performance shall be placed in the file without having been shown first to the employee, who shall sign the same, acknowledging only that he/she has had an opportunity to review the written commentary. In the event an employee should refuse to sign the acknowledgement, the material may be placed in the employee's file with a notation thereon of such refusal. The employee will be given the opportunity to affix a letter or rebuttal to any such material inserted in any file. No anonymous complaint that has not been determined to be founded shall be placed in an employee's personnel file.

2. Vacancies and New Positions

- a. Opportunities for transfer or promotion because of vacancies in a position which the Board wishes to fill shall be posted for ten (10) calendar days. A copy of all postings shall be provided to the R.E.S.S. president at the same time that they are posted.
- b. All such notices shall be posted in a designated area in the work place. The notices will include the duties, range of compensation and the qualifications for the position.

- c. The Board reserves and shall have the right to make promotions and transfers of employees on the basis of qualifications, ability, and performance of duty as judged by the Superintendent, but shall be governed by District seniority where two or more applicants are determined to be more or less equally qualified. In the event that the decision is made on the basis of seniority, the judgment of the Superintendent as to the relative qualifications of the candidates may not be grieved.
- d. Vacancies shall be filled with qualified applicants from within the unit unless there are more qualified applicants from outside the unit who have applied for the position.

3. Probation and Transfer Rights

- a. The initial probationary period for new hires shall be the first of the month following sixty (60) calendar days of employment. Employees who are transferred or promoted during their initial probationary period must complete the initial probationary period prior to beginning another probationary period; however, any benefits will begin after the initial probationary period.
- b. In the event a present member of the bargaining unit is transferred or promoted to a position within the bargaining unit, the District, at its sole discretion may within the probationary period, transfer the employee back to the employee's former position or to another position which has the same classification and pay rate as the position from which the employee was first transferred to promoted.

Where practicable and if requested by the employee within the probationary period, a promoted employee shall be returned to the employee's former position or a position with the same classification and pay rate as the former position, and if such a position is posted as vacant, or occupied by a probationary employee.

4. Working Out of Classification

- a. An employee may be temporarily assigned to the work of any District position of any pay grade. At the conclusion of such temporary assignment, such employee shall be restored to his/her original position.
- b. When an employee is temporarily assigned to work in the same or lower pay grade the employee shall receive his/her regular rate of pay.
- c. When an employee is temporarily assigned to work in a higher pay grade, he/she shall receive the pay rate of the higher grade if so assigned for more than one consecutive day.
- d. Para-educators assigned to cover for an absent teacher shall be paid at the substitute teacher's rate for the time assigned.

5. Performance Reviews

Each permanent employee will have a minimum of one written evaluation done on his/her job performance each year by the principal or his/her designee.

Performance reviews will include but not limited to an evaluation of the employee's aptitude, initiative, ability to learn, attitude, workmanship, attendance and conduct.

6. All current employees shall have a job title and a detailed matching job description.

ARTICLE XII PAID LEAVES

A. Sick Leaves

Sick leaves shall be granted on the basis of twelve (12) working days per year accumulative to 120 days for full year full-time employees and ten (10) working days per year accumulative to 120 days for school year and year round employees who work at least 30 hours per week. Effective July 1, 2004, employees working less than 30 hours per week either during the school year or year round shall be entitled to three (3) sick days per year accumulative to fifteen (15) days. Employees hired prior to December 31, 2003 shall be grandfathered and allowed to retain all sick leave accrued through June 30, 2004 and continue to accrue sick leave based on hours worked in addition to those amounts. Employees shall take any applicable leaves concurrently with unpaid leaves such as child rearing or FMLA leave. The employee's supervisor may require the employee to provide a doctor's note after the employee has been absent for three (3) or more consecutive days.

B. Confidential Personal Leave

Up to three (3) days non-accumulative leave of absence for full year/full time employees and up to two (2) for school year and year round employees working at least 30 hours per week for personal or legal business, family matters or for the observance of religious holidays may be granted per year. Leave of absence for personal or legal business or family matters is to be used for sound, pressing and unavoidable reasons only and its proper use will be subject to verification at the request of the Superintendent. Application forms must be obtained, completed and returned to the employee's supervisor for administrative approval or rejection. Application will not be approved if the activities involved can be completed on non-school time. Application usually will not be approved if the personal leave results in extending a school vacation or a holiday. Personal leave may be approved after the fact in crisis situations, provided the applications are submitted immediately upon return to school.

C. Bereavement Leave

1. Employees shall be granted paid bereavement leave up to five (5) days per incident to attend funeral services and related affairs upon the death of a member of the employee's immediate family. Immediate family shall include: spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, son-in-law and daughter-in-law.

D. Sick Bank

1. The current practice shall be continued in effect.

E. Professional Leave

An employee's request for up to two (2) days per year paid professional leave during scheduled work time may be granted upon application and approval, in advance by the Superintendent or designee. The member shall receive one extra professional day, making the total of three. Full year-full-time/part-time employee will be at the discretion of the superintendent. School full-time/part-time employee will attend orientation day before the start of the school year. The following conditions will apply:

1. Professional leave will be used to attend, visit or participate in professional, educational, or training programs including those presented by the union for professional development.
2. Requests will be submitted to the Superintendent through the principal ten (10) calendar days in advance of the date in question.
3. Applications forms must be obtained at, completed and returned to the principal's office for administrative approval or rejection.
4. The decision of the Superintendent may not be grieved under the grievance procedure.

F.

1. The School District shall reimburse bargaining unit member up to \$200.00 for the cost of workshops/seminars subject to the recommendation of the principal/supervisor and written approval of Superintendent/designee, ten school days prior to the workshop/seminar. The school will expend up to \$7,000.00 each year of the agreement for workshop/seminar reimbursement. The money will be allocated in the following manner: July 1 – Dec. 31, \$3,500.00 and Jan. 1 – June 30, \$3,500.00. Encumbered funds not processed forty-five days after the date of the approved workshop/seminar will not be paid and will be released for use by other bargaining unit members. All requests will be processed in the order in which the SAU 33 office receives them. Individual bargaining unit members may not encumber more than 2 workshops/seminars in a given contract year.
2. The School District shall reimburse bargaining unit member up to \$400.00 for the cost of one course directly related to their assignment, subject to the recommendation of the principals/supervisor and written approval of Superintendent/designee, ten school days prior to the course registration. This course reimbursement is in lieu of workshop requests as in ARTICLE XII, section F-1.
3. Any money remaining in period 1 shall be carried over to period 2. Any money remaining at the end of the spring period shall be used to reimburse bargaining unit members who were denied reimbursement due to a lack of funds in a previous period. All requests will be processed in the order in which they are received by the SAU office. Any funds remaining at the end of the year will be equally divided among bargaining unit members who have applied for and successfully completed a second course. All requests must be submitted to the SAU no later than June 1st.
4. In no event shall the total amount expended by the District under this Article XII, Section F, exceed \$7,000.00 per year.

G.

A bargaining unit employee with at least 5 years of service with the Raymond School District may be granted a short-term unpaid leave of absence of up to four (4) months for the sole purpose of completing a student teaching assignment in preparation for a teaching degree. While on leave, the employee shall suffer no loss in pay, years of service, or seniority. The employee shall be given preference in any job openings in the bargaining unit. During the leave, the employee shall be solely responsible for the complete cost of health insurance premiums.

The decision of the Superintendent whether or not to grant the leave may not be grieved under the grievance procedure.

ARTICLE XIII GENERAL LEAVE

A. Child Rearing Leave

A child rearing leave of absence for up to six (6) months will be granted to employees under the following circumstances and conditions.

1. The leave shall be without pay to the employee and without cost to the District;
2. The leave must be for the purpose of caring for a new born child of the employee, or a new born child adopted by the employee;
3. It is the employee's option to utilize accrued leave during the child rearing leave such as sick, annual or personal leave;
4. The employee will notify his/her supervisor three (3) months prior to the commencement of the leave, except in extenuating circumstances in the case of adoption.

B. Other Leave

An employee with five (5) or more years of experience shall have the right to petition the Board to take up to a year's leave of absence without pay or other benefits with the guarantee of an equivalent job upon return from such leave. 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.

- C. All support staff employees, full or part-time, with a minimum of one continuous contracted year of employment, shall have the right to petition the Superintendent to take up to 2 weeks of unpaid leave of absence within a contract year with the guarantee of their job upon return from such leave. All support staff employees, full or part-time, with a minimum of five continuous contracted year of employment, shall have the right to petition the Superintendent to take up to 4 weeks of unpaid leave of absence within a contract year with the guarantee of their job upon return from such leave. Such leave may be taken only for: (1) reasons that the employee could take FMLA leave if it were available or (2) other reasons that are approved at the sole discretion of the Superintendent. Also, such leave may be taken only if no FMLA leave and no other leave under this Agreement is available to the employee. Such leave may be taken on an intermittent basis in one-day increments.

Request for such leave of absence shall include the reason for the leave along with notification of the beginning and ending dates of such leave. Written notification shall be provided to the Superintendent two weeks prior to such requested leave. Such notification shall include a note from the doctor if the leave of absence is for one day or more and the reason for the leave of absence is medical.

D. Insurance

An employee who is on non-paid sick leave, child rearing leave or other unpaid leave of absence may continue their enrollment in the group insurance plans when they make written

arrangements with the Superintendent prior to the start of the leave. The total cost of such insurance premiums must be paid by the employee. Worker's Compensation shall not be considered an unpaid leave.

- E. All support staff employees, full or part-time, will be provided up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons in compliance with Family and Medical Leave Act of 1993 and all subsequent amendments. It is at the employer's option to allow utilization of accrued leave such as sick, annual or personal in lieu of unpaid time.

ARTICLE XIV VACATION

- A. Only Full time/Full year employees will be eligible for vacation.
- B. To establish a July 1st anniversary date for full-time year-round employees.

For purposes of vacation, the first July 1 after hire is considered the start date for each full-time year-round employee. However, an employee who is hired mid-year may earn a pro-rated two (2) weeks of vacation before the first July 1 after being hired, and may use that pro-rated vacation during the year that begins on the first July 1 after being hired. *1

Calculation will be as follows:

The number of vacation days divided by 12 months equal the time accrued per month. Calculate the number of months worked from actual start date to June 30th of the current school year. Multiply the time accrued per month by the months worked to equal the number of accrued vacation days earned. These calculated accrued vacation days can be used during the next school year. July 1st now becomes the employee's new anniversary date and also starts year 1.

- C. Vacations earned annually to be taken the following year, as follows:
 - a. years 1 through 4 2 weeks
 - b. years 5 through 10 3 weeks
 - c. years 11 or more 4 weeks

Except for the ONE week period prior to the opening of the school year and the first two weeks and last two weeks of the school year as defined by the school district calendar, five or more days of vacation, not to exceed two weeks, may be taken once per school calendar year for all full time/full year employees. A Personal Leave Form must be filled out no less than 10 days prior to time of requested vacation time.

*1 Example: If a full-time year round employee was hired on January 1, 2010, that employee will earn 5 vacation days in 2009-10 (January 1, 2010 to June 30, 2010) to be taken in 2010-11 (July 1, 2010 to June 30, 2011). That employee will earn two weeks of vacation each of years 1-4 (2010-11 through 2013-14) to be taken in each of years 2-5 (2011-2012 through 2014-15). That employee will earn three weeks of vacation each of years 5-10 (2014-15 through 2019-20) to be taken in each of years 6-11 (2015-16 through 2020-21). That employee will earn four weeks of vacation each of years 11+ (2020-21+) to be taken in each of years 12+ (2021-22+).

ARTICLE XV HOLIDAYS

- A. Full year full-time employees will be eligible for twelve (12) paid holidays per year, as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Civil Rights Day
Veterans Day	Memorial Day
Thanksgiving Day	President's Day
Day after Thanksgiving Day	Floating Holiday

- B. The floating holiday may be taken only on a day that school is not in session for students, and only with one week advance notice to the administration. The other holidays will be observed on days chosen by the School District.
- C. All employees who work 25 hours, or more, per week will be eligible for four (4) paid holidays per year: Labor Day, Thanksgiving, Christmas and Civil Rights Day.
- D. All employees working less than 25 hours per week will be eligible for two (2) paid holidays per year, Thanksgiving and Christmas Day.

ARTICLE XVI INSURANCE

A. Health Insurance

1. The District shall provide and pay the premiums for the School Care Consumer Driven Health Plan (Yellow with Choice Fund) for each employee working thirty (30) or more hours per week who request coverage in writing as follows:

Effective July 1, 2017, the School District will pay 98% of the single, two-person or family plan.

Effective July 1, 2018, the School District will pay 97.5% of the single, two-person or family plan.

2. All other employees working less than thirty (30) hours per week shall have the option to secure health insurance at their own expense. This option must be exercised in writing.
3. All employees hired for 30 hours per week or more who do not take the health insurance offered by the District and who present proof that they are covered by alternate health insurance that is not subsidized (e.g., under the Patient Protection and Affordable Care Act) will receive a payment at the end of the school year. The payment will equal \$650 minus mandatory assessments and minus any penalty incurred by the School District because the employee is covered by subsidized insurance (e.g., under the Patient Protection and Affordable Care Act). If a new employee is employed during the school year, the payment will be pro-rated on the number of days worked.

4. The District shall establish a Medical Flexible Spending Account (FSA) (section 125 plan) for members. Members may contribute into their FSA up to a maximum permitted by law until the excise tax under the Affordable Care Act takes effect; after the excise tax takes effect, member's contributions will be limited to the amount that will not trigger the excise tax.

B. Dental Insurance

1. Full Time/Full year employees. The District shall provide the following insurance and shall pay the premiums indicated for each full time/full year employee who request coverage in writing as follows:

The School Care Dental Plan (Option 6A Flex)

Single 2 Person Family

100% 75% 75%

All other employees have the option to secure the dental insurance plan at their own expense. This option must be exercised in writing.

C. Life Insurance

1. The District shall provide the full premium for a ten thousand dollar (\$10,000) term life insurance policy for all employees who work 30 hours or more per week, subject to underwriting limitations and guidelines.

ARTICLE XVII SALARY

A.

2017-18	3.25%	Cost of Living Increase from 2016-17 wage rate
2018-19	3.25%	Cost of Living Increase from 2017-18 wage rate

For new hires after July 1, 2017. Current employees will be brought up to the minimum wage prior to the % increase.

GRADE	MINIMUM	MAXIMUM
1	\$9.75	\$14.00
2	\$10.75	\$15.00
3	\$11.75	\$16.00
4	\$12.25	\$17.50
5	\$12.75	\$18.00

Pay range will be commensurate with experience.

Pay Grades are defined as follows:

Pay Grade 1: Cafeteria Worker

Pay Grade 2: Nurse's Aide, Para-educators

Pay Grade 3: Custodian

Pay Grade 4: Cafeteria Manager, Head Custodian, Night Lead Custodian

Pay Grade 5: Secretary, Receptionist, Accounts Payable, Payroll, Financial Assistant

B. Stipends

Any employee who has completed a degree or holds current certification related to the employee's classification shall receive one of the following stipends at the end of the school year. The employee will receive the highest stipend related to the employee's classification for which the employee qualifies. This will be prorated based on days employed. Employees will submit documentation by May 1st to the SAU. Once submitted and approved, resubmission need only occur upon recertification.

Certification as Paraeducator I or SNA I	\$350
Certification as SNA II	\$400
Associates Degree or Certification as Paraeducator II	\$450
Bachelors Degree	\$650

C. Longevity

Employees who have had the continuous years of service as an employee in the Raymond School District shall receive the following longevity benefits annually to be paid in a separate check on or before June 15th of each year.

Effective July 1, 2017

11-15 years of service \$450.00 (Clarification: After completing 10 years of service.)

16 or more years of service \$700.00 (Clarification: After completing 15 years of service.)

Effective July 1, 2018

11-15 years of service \$500.00 (Clarification: After completing 10 years of service.)

16 or more years of service \$750.00 (Clarification: After completing 15 years of service.)

D. The employees shall receive bi-weekly payroll checks.

E. Upon separation of employment from the Raymond School District, employees with fifteen (15) or more years of service shall be paid thirty dollars (\$30.00) multiplied by the number of accrued sick days at the time of separation (not to exceed 120 days), provided the employee either: 1. Submits their notice of intent to separate at least 90 calendar days prior to the date of separation, or 2. Is separated from the District due to a reduction-in-force.

ARTICLE XVIII NO STRIKE

The Union acknowledges that strikes and other forms of job action by public employees are unlawful and promises not to engage in the same.

ARTICLE XIX SAVINGS CLAUSE

If any article of the Agreement or any application of this Agreement to any employee 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 XX DURATION CLAUSE

- A. This agreement shall be effective July 1, 2017 and shall continue in full force and effect until June 30, 2019.
- B. Either party may request negotiations over a successor agreement provided they notify the other party of their intent no later than July 15, 2018.

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 19th day of April, 2017.

Raymond School Board

By: 

By: 

By: 

By: 

By: 

Raymond Educational Support Staff

By: 

By: 

By: 

By: 

By: _____

By: _____

By: _____

APPENDIX A
R.E.S.S. GRIEVANCE FORM

Local #: _____ Step #: _____ Submitted To: _____

Name of aggrieved employee(s): _____

Job Title(s): _____ Assignment: _____

Work Location _____ Work Phone: _____

Check here if this is a class action grievance ☐

Nature of grievance (describe incident of problem): _____

Contract article(s) violated: _____

And any and all appropriate article of the collective bargaining agreement.

Remedy asked: _____

And all other benefits to which the grievant is entitled.

Date: _____

Union Representative Signature

**ORIGINAL GOES TO ADMINISTRATION/MGT., COPY TO GRIEVANT AND
PRESIDENT/UNION RETAINS COPY**

TRANSPORTATION AGREEMENT

RAYMOND SCHOOL DISTRICT

AND

STUDENT TRANSPORTATION OF AMERICA

This Transportation Agreement ("Agreement") is made on March 27, 2014 by and between the Raymond School District (hereinafter referred to as the "School District"), and Dail Transportation / Student Transportation of America Transportation, Inc. of 103 Route 107, Epsom, NH (hereinafter referred to as the "Contractor").

CONTRACT TERM

The contract term for student transportation services will be for five (5) school years to commence on July 1, 2014, and terminate on June 30, 2019 with an optional two (2) year extension from July 1, 2019 until June 30, 2021. The Contractor and the Administrator in Charge of Superintendent Services with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension.

GENERAL CONDITIONS

1. The Contractor shall transport all of the School District's students to and from the elementary, middle and high schools, and shall transport high school students to and from morning and afternoon sessions at Seacoast School of Technology utilizing (9) buses. In addition, the Contractor shall transport kindergarten students to and from morning and afternoon sessions at the elementary school; middle and elementary school students from each school's after-school program; and students to and from the School District for extracurricular activities.
2. The Raymond School District reserves the right to make changes in bus routes, scheduling bus stops, drivers and student pick-up lists when such changes are in the best interest of the Raymond School District. Any such changes must be authorized by the School District.
3. The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, the Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for the Contractor to respond quickly to emergencies requiring the immediate dispatch of buses. The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. The Contractor prior to signing the Contract must provide the School District either with evidence of ownership of a transportation terminal or a letter of intent to lease a facility.
4. The Contractor shall not assign or sublet the Contract unless approved in writing by the Raymond School Board and the action is in full compliance with all applicable directives and laws.
5. The School District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the School District if the Contractor does not perform the services specified or comply with the conditions of the Contract by, for example, providing working audio/video units on every bus every day, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Contractor shall pay the

School District \$250.00 for each violation of the Contract relating to non-performance of services or non-compliance with conditions of the Contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor.

6. The Contractor shall carry any and all such insurance with a company or companies satisfactory to the School District, which will protect the Contractor, the School District, and the School District's officers and employees, for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for personal injury and/or death and property damage including those caused by the negligent, intentional, or wrongful acts of the Contractor which may in any way arise from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of this Contract. The Contractor further agrees that the Raymond School Board, the Raymond School District, and the School District's officers and employees shall be named insureds in any and all such insurance policies required by virtue of this Contract; said School District is entitled to written notice twenty (20) days prior to cancellation of any such policy and said Contractor further agrees to defend, indemnify and save the Raymond School Board, the Raymond School District, and all of the officers and employees of the School District harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way growing out of any claims referred to above. Certificates of any and all such insurance shall be filed with the School District prior to the effective date of this Contract, and prior to the opening day of each school year covered under this Contract, and such insurance shall be in the minimum amount of five million dollars (\$5,000,000) for combined property and liability insurance on account of any one accident involving any bus or driver provided by the Contractor to the School District.

7. Liability for the Contractor's personnel while in the performance of duty under this contract shall be the responsibility of the Contractor. The School District shall not be held liable for any personnel in the employ of the Contractor.

8. In the event of a strike or any reason causing the interruption of services or operations, the Raymond School Board has the right, after notification in writing, to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor for each day of service not rendered. These deductions will be based upon 180 operating days.

9. This Contract is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this Contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service embraced in this Contract.

10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at Contractor's expense.

11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies:

ECAF	Audio and Video Surveillance on School Buses
EEA	Student Transportation Services
EEAE	School Bus Safety Program

EEAEA	Mandatory Drug and Alcohol Testing
EEAEA-R	Drug and Alcohol Testing for School and Commercial Vehicle Drivers
EEAF	Special Use of School Buses
JICDA	Student Safety and Violence Prevention

12. As part of this Contract, the Contractor agrees to transport on all days when the Seacoast School of Technology is in session, all students who attend the Seacoast School of Technology. Said transportation to the Seacoast School of Technology will consist of two round trips per day, taking the students from Raymond High School to the Seacoast School of Technology, waiting - at the school during the session, and returning with those students to Raymond High School at the end of the forenoon, before picking up a second group to be transported from the Raymond High School to the Seacoast School of Technology and returning with those students to Raymond High School in the afternoon of that day. Failure to do so will result in \$250 fine per instance under General Conditions, No. 5. These trips presently are incorporated into the regular daily transportation utilizing nine (9) buses; so long as additional buses or service is not required, there shall be no additional charge for these trips.

Operations

1. The School District is scheduled to operate schools for one hundred and eighty (180) days per year. The School District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the School District extend the days of operation beyond one hundred eighty days (180), the Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of services.
2. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
3. The Contractor agrees to conduct bus evacuations for all students twice per school year. Such drills will be scheduled by the Contractor and be conducted at a time that will not conflict with regular bus route operations. The Contractor will provide all drivers with specific training in bus evacuation procedures.
4. All drivers will be appropriately licensed by the State of New Hampshire to operate vehicles assigned and meet state and federal regulations on any and all appropriate qualifying testing, including drug and alcohol testing as per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, cost of such to be incurred by the Contractor.
5. The school bus shall be driven at all times by a person who is twenty-one (21) years of age or older, of good character and approved in advance by the Administrator in Charge of Superintendent Services and the New Hampshire Department of Safety. The school bus driver must be approved annually prior to the opening of school and must provide a medical certificate showing satisfactory physical condition complying with NH RSA 200:37.
6. The Contractor shall report any accident involving student transportation to the Administrator in Charge of Superintendent Services or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. The Contractor must submit a detailed written report to the Administrator in Charge of Superintendent Services or his/her designee as soon thereafter as possible and not later than three (3) days after the date of such accident.

7. The Contractor will provide training to all drivers employed under this Contract in conformance with federal and State Statutes and regulations as part of the Contract and will not seek additional payment therefore. The Contractor must maintain current, accurate records documenting the training of each driver. The Contractor must make these records available for inspection upon request by the School District.

8. The School District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under the Contract with the School District. The School District may also unilaterally determine the routes and pick-up points for all students to be transported. The School District agrees to consult with the Contractor prior to prohibiting a driver from providing services under Contract and changing a route/pick-up, and will document that decision to the Contractor in writing.

9. The Contractor shall allow bus monitors to ride on school buses when the School District deems it necessary. Monitors shall be employees of the Contractor. The School District reserves the right for its duly authorized representatives to inspect any and all of the buses and their operations, by riding as passengers on buses provided by the Contractor, or by other reasonable means.

10. The Contractor agrees to seek information for emergency situations on forms supplied by the Contractor and completed by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency. The School District agrees to cooperate in obtaining this information.

11. The School District and the Contractor and/or the Raymond School Board, in conjunction with each other, agree to establish a standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Contract, subject to addition or deletion of riders or modification by the School District.

12. The Contractor in agreement with the Administrator in Charge of Superintendent Services or his/her designee will make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the School District.

13. The Contractor will make every attempt to minimize the amount of time students will spend on each vehicle subject to the limitations in Operations, No. 14. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and School District will meet to determine if and when additional or fewer vehicles will be added at additional costs, or reductions to address this potential problem.

14. The Contractor shall provide a sufficient number of buses such that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.

15. No commercial merchandise shall be carried on any bus route.

16. At the discretion of the School District, the Contractor shall provide one or more 83-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity. The School District will pay the Contractor a separate amount for this transportation as specified in Schedule A. It is to be specifically understood and agreed that the School District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The School District, at its sole discretion, may contract with other bus contractors.

17. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, an adjustment would be made by the Contractor from its daily invoicing rate.

Vehicle Requirements

1. The Contractor will provide an adequate number of eighty-three (83) passenger transit style buses, plus an adequate number of spare buses (based on route/pick-up needs). Every bus will be equipped with a working audio/video unit, automatic transmission, and power assisted service door. If the School District so chooses, and notifies the Contractor on or before July 10 of each school year during the life of the Contract, the School District may require the Contractor to add or subtract one or more of the eighty-three (83) passenger buses from the buses stipulated above for that school year. The cost for adding or subtracting each bus shall be added or subtracted from the prices stipulated in this Contract.

Audio/video tapes will be made available to School District within 24 hours of request. If an audio/video tape is not provided, Contractor shall pay School District \$250 for each instance per General Conditions, No. 5.

2. At no time during the Contract will a vehicle be more than five (5) years old. Vans shall not be used in lieu of buses.

3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns which have a manufacturer date no earlier than 5 years old at any time.

4. The Contractor will provide at its sole expense all supplies required under the Contract including gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. The Contractor will provide these materials to meet individual safety and transportation needs of students as required by the School District.

5. The Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle.

6. The Contractor must inspect all buses daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by the Contractor, and made available to the School District on demand.

7. The Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the Contractor, and made available to the School District on demand. The Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of the Contractor.

8. Snow tires or all-weather treads shall be required on all buses during the winter months (October- April).

9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal

laws and regulations.

10. When traveling on school grounds, bus drivers shall follow the traffic patterns established by the School District.

11. The Contractor will install a system of communication (non-CB 2-way Radio) with sufficient capacity for communication between each bus and the Contractor's dispatch terminal in each vehicle to assist with efficient and safe operation of the vehicles. The Contractor will monitor radio transmission through a dispatch base during the normal business hours.

12. All buses under Contract for daily transportation of students must bear "Raymond School District" on both sides and shall be used solely for transporting assigned students during the entire year. The buses shall not be used at any time for any other purpose.

Driver and Monitor Requirements

1. All bus drivers are to have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations.

2. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.

3. The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. The Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the employee beginning employment, but the Contractor may employ the operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire. The School District has the unilateral right to require the Contractor to remove any bus driver, monitor and/or other employee.

4. Bus drivers and monitors may not use any tobacco products while on the bus or while on School District property.

5. Bus drivers are to submit certificates of physical examination or physical condition as required in RSA 200:37.

6. The Contractor shall be required to maintain and furnish the following information on each driver to the School District on request:

- a. Name of driver
- b. Residence address
- c. Telephone number
- d. Certificate of physical examination
- e. Record of previous driving experience
- f. Date and number of current commercial driver's license/school bus certificate.
- g. Bus and route assignments
- h. Evidence of satisfactory reference
- i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a

7. All bus drivers and monitors will enforce reasonable rules of behavior as required by the School District and the Contractor. Operators shall report in writing to the School District, on a

form provided by the School District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.

8. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the School District.

9. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.

10. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.

11. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.

Contract Terms

1. The base contract year is the school year calendar for 180 days. Summer transport will be quoted separately.

2. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the Raymond School District may terminate this Contract by written notice within thirty (30) days of adoption of the School District budget for the fiscal year in question, and the Contract shall be terminated effective immediately.

3. The Contractor agrees to pay all taxes and fees incurred in the registration of the vehicles and to maintain the registration of the vehicles for the duration of the Contract.

4. The annual contract sum set forth on Schedule A shall be paid by the School District in ten equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by the Contractor on a monthly basis and paid by the School District within thirty days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.

5. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this Contract. A certificate of such will be made available upon request.

6. The Contract may be terminated by the School District for unsatisfactory performance. In such case the School District shall give written notice to the Contractor citing the unsatisfactory performance, giving the Contractor ten (10) school days to improve its performance to the satisfaction of the School District. If the performance of the Contractor does not improve to the satisfaction of the School District, the School District may immediately terminate the Contract with the Contractor.

7. In the event of a contractual termination the School District reserves the following option: The School District may employ another carrier to complete the terms of this Contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the School District. Under this option the Contractor will be required to indemnify the School District for any loss the School District sustains arising out of lack of performance of this Contract by the Contractor.

8. The School District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default, or in the event the Contractor forecloses for any reasons, the School District shall have the right to exercise the option as set forth above, Contract Terms, No. 7.

9. The School District shall have the right to terminate the Contract on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of School District pupils unnecessary.

10. Any termination of the Contract by the School District shall be without cost or penalty to the School District. The School District shall be liable to the Contractor only for the amounts due the Contractor as of the date of termination.

11. The Contractor shall not have the right to assign the Contract to any other person, firm or corporation without School District approval.

12. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees from and against all claims, damages, judgments, liabilities, losses, or injuries or expenses including attorney's fees to any person or firm or any other damages arising out of the actions of the Contractor, its officers, agents, or employees in fulfilling the terms of its contract with the School District including those caused by the negligent, intentional, or wrongful acts or omissions of the Contractor or any one person or company directly or indirectly employed by the Contractor or retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of the Contract.

13. The Contract documents shall consist of:

- "Request for Proposals -School Bus Transportation Services"
- All documents submitted by the Contractor in satisfying the request for proposals
- Signed contractual agreement executed in a form approved by the Raymond School Board
- Schedule A
- Raymond School Board Policies:
 - ECAF - Audio/Video Surveillance on School Buses
 - EEA - Student Transportation Services
 - EEAE - School Bus Safety Program
 - EEAEA - Mandatory Drug and Alcohol Testing
 - EEAEA-R - Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
 - EEAF - Special Use of School Buses
 - JICDA - Student Safety and Violence Protection

14. The Contractor is an independent contractor. No employee of the Contractor shall be considered to be an employee of the School District. The Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all personnel in its employ.

15. The insurance and indemnification obligations shall survive termination of this Contract.

RAYMOND SCHOOL DISTRICT
SCHOOL TRANSPORTATION BID FORM

(This form becomes "Schedule A" upon signature of a Contract)

The undersigned agrees to furnish student transportation as described in the
specifications of the
Raymond School District Request for Proposals, due October 30, 2013, at the following
costs:

	Year One 2014-15	Year Two 2015-16	Year Three 2016-17	Year Four 2017-18	Year Five 2018-19
Total cost for providing daily transportation services for nine (9) District buses	441,774	455,027	468,678	482,738	497,221
<hr/>					
Cost for extra-curricular and/or athletic trips					
a. Cost per mile	2.20	2.25	2.30	2.35	2.40
b. Cost per hour	24.50	25.25	26.00	26.75	27.50
<hr/>					
Cost for Kindergarten and After-School Programs					
a. Cost per trip	68.00	70.00	72.15	74.25	76.50

Student Transportation of America

Raymond School District

Agreed to By: 

Name/Title: Gregg Stinson
V.P Operations — NNE
Student Transportation of America

Date: 3/27/14

Agreed to By: Ellen Small

Name/Title: Ellen Small
Administrator in Charge of
Superintendent Services
Raymond School District

Date: 3/27/14

AGREEMENT FOR THE TRANSPORTATION OF PUPILS

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the "AGREEMENT", is made and entered into this 16th day of April, 2017, by and between **RAYMOND SCHOOL DISTRICT SAU #33**, with a principal office located at 43 Harriman Hill Road, Raymond, NH 03077, hereinafter referred to as "District", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 4300 Weaver Parkway, Warrenville, Illinois 60555, hereinafter referred to as "Contractor."

1. Scope of Services.

- a. Contractor shall provide pupil transportation services to District which includes, but are not limited to, transporting students; providing equipment, storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") at the rates set forth on Schedule A.
- b. The District is scheduled to operate schools for one hundred eighty (180) days per year. The District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the District extend the days of operation beyond one hundred eighty (180) days, Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of service. Should the school year be less than one hundred eighty (180) school days, Contractor's compensation shall be reduced based on the daily rate of service.
- c. Contractor agrees to transport students for any and all extended school year services as required for each individual student, including to/from tutorials, both in and out-of-district, which may extend beyond the standard one hundred eighty (180) day school year. The allowance for these transportation needs will be negotiated between the District and Contractor in June of each contract year.
- d. Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for Contractor to respond quickly to emergencies requiring the immediate dispatch of buses to a school(s). The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. Prior to signing this Agreement, Contractor shall provide the District with either evidence of ownership of a transportation terminal or a signed lease for a transportation terminal that meets the requirements of this provision.

2. Contract Sum. The annual contract sum shall be paid in ten (10) equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by Contractor on a monthly basis and paid by the District within thirty (30) days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year. In the event undisputed sums due and payable are not received within thirty (30) calendar days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the account.

3. Change in Law. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference in the event there are changes in the requirements of the District (such as major enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such

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renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

4. Term. The term of this Agreement shall be for a period of five (5) years beginning July 1, 2017 and terminating on June 30, 2022. This Agreement shall be renewable for two (2) additional terms of one (1) year each, at the option and mutual written agreement of both parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.
5. Contract Documents. The contract documents shall consist of:
 - "Request for Proposals - School Bus Transportation Services"
 - All documents submitted by Contractor in satisfying the request for proposals
 - This signed Agreement
 - Schedule A
 - Raymond School Board Policies:
 - ECAF Audio and Video Surveillance on School Buses
 - EEA Student Transportation Services
 - EEAE School Bus Safety Program
 - EEAEA Mandatory Drug and Alcohol Testing
 - EEAEA-R Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
 - EEAF Special Use of School Buses
 - JICDA Student Safety and Violence Protection
6. Permits and Licenses. Contractor, its employees, and its agents shall secure and maintain at Contractor's sole expense valid permits, licenses, and certifications as required by law to perform services required by this Agreement.
7. Insurance.
 - a. Contractor shall carry any and all such insurance with a company or companies satisfactory to the District, which will protect Contractor, the District, and the District's officers and employees, from any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for personal injury and/or death and property damage which may in any way arise from or out of the operations of Contractor itself, anyone directly or indirectly employed by Contractor or any other person or company retained in any way by Contractor to carry on all or a portion of the operations necessary to abide by the terms of this agreement.
 - b. Contractor further agrees that the Raymond School Board, the Raymond School District, and the District's officers, agents, employees, and volunteers shall be listed as additional insureds in any and all insurance policies required by this Agreement. The District is entitled to written notice thirty (30) days prior to cancellation of any such policy.
 - c. To the fullest extent of the law, Contractor further agrees to defend, indemnify, and save the Raymond School Board, the Raymond School District, and all of the officers, agents, employees, and volunteers harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way arising out of any claims referred to in Paragraph 6(a) of this Agreement unless such claims arise out of negligence of the District.
 - d. Certificates of any and all required insurance and policy endorsements shall be filed with the District prior to the effective date of this Agreement, and prior to the opening day of each school year covered by this Agreement. The insurance shall be in the minimum amount of five million dollars (\$5,000,000) for combined general and auto liability insurance on account of any one accident involving any bus or driver with no exclusion for sex abuse or molestation.

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- e. Contractor shall maintain workers compensation for all employees performing services under this Agreement in the amounts required by law.
- 8. Hold Harmless Agreement. To the fullest extent permitted by law, Contractor shall hold harmless and indemnify the District, its School Board, officers, agents, employees, and volunteers from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under this Agreement. Contractor's indemnification obligations apply unless claims or damages arise out of negligence of the District.
- 9. Safety Program.
 - a. Contractor shall provide formal safety instruction on a regular basis for all personnel assigned to perform services under this Agreement.
 - b. Contractor shall conduct bus evacuations for all students twice per school year. The drills will be scheduled by Contractor and be conducted at times that will not conflict with regular bus route operations. Contractor will provide all drivers with specific training in bus evacuation procedures.
 - c. Contractor agrees to seek information for emergency situations from parents to accompany each student on the vehicle to assure proper medical attention in the case of an emergency, on forms supplied by Contractor. The District agrees to cooperate in obtaining this information.
- 10. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees or agents shall be considered to be an officer, agent, or employee of District. Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all personnel in its employ.
- 11. Assignments. Contractor may not assign or transfer any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District. Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.
- 12. Subcontracting. Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of District.
- 13. Routing and Scheduling.
 - a. Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Agreement, subject to addition or deletion of riders.
 - b. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, District and Contractor shall plan and institute such changes jointly.
 - c. The District reserves the unilateral right to make changes in bus routes, scheduling, bus stops, drivers, and student pick-up points for all students transported. The District agrees to consult with Contractor on changing a route/pick-up and will document its decision in writing to Contractor.
 - d. All students which the District places out-of-district will be transported by Contractor in state approved vehicles on routes, which to the extent possible, also serve students from other districts. Contractor agrees

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to provide the District with reasonably priced daily out-of-district charges based on joint ridership of Contractor's vehicle with students from other districts.

- e. Contractor and the District agree to negotiate in good faith cost additions or reductions for changes in pupil population or placements.

14. Contractor's Personnel.

- a. Contractor shall employ a sufficient number of regular and substitute drivers to perform the services required by this Agreement.
- b. Contractor shall be solely responsible for hiring, discharging, payment, and the conduct of its employees.
- c. All bus drivers shall have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations. All drivers must meet all appropriate qualifying testing, including drug and alcohol testing per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers. Contractor shall be solely responsible for the costs of all driver licenses and testing.
- d. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.
- e. Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the driver performing services for the District under this Agreement, but Contractor may employ an individual on a provisional basis until the results of the criminal record check are received from the State of New Hampshire.
- f. Each driver must be approved annually by the District prior to the opening of school.
- g. The District reserves the unilateral right to remove any driver, monitor, and/or other employee from providing further services under this Agreement, when it determines it is in the best interest of the District. The District agrees to consult with Contractor prior to prohibiting a driver from providing services under this Agreement and will document that decision to Contractor in writing. Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.
- h. Bus drivers, monitors, and/or other employees may not use any tobacco products while on the bus or while on District property.
- i. Bus drivers are to submit certificates of physical examination or physical condition as required by RSA 200:37.
- j. Contractor shall be required to maintain the following information on each driver and to provide the information to the District upon request:
 - 1. Name of driver
 - 2. Residence address
 - 3. Telephone number
 - 4. Certificate of physical examination
 - 5. Record of previous driving experience
 - 6. Date and number of current commercial driver's license/school bus certificate

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7. Bus route and assignments
 8. Evidence of satisfactory references
 9. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
- k. Contractor shall provide bus monitors to ride on school buses when the District deems it necessary. Monitors shall be employees of Contractor.
 - l. All bus drivers and monitors will be of good health, reputable character, and exhibit an ability to work cooperatively with students and members of the public.
 - m. All bus drivers and monitors will enforce reasonable rules of behavior as required by the District and Contractor. Operators shall report in writing to the District, on a form provided by the District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
 - n. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the District.
 - o. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
 - p. At each bus stop the driver shall make certain that all children are seated and the aisle is clear before moving the bus.
 - q. The driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.
 - r. Contractor will provide training to all drivers and monitors employed under this Agreement in conformance with federal and state statutes and regulations at its sole expense without additional payment from the District. Training should include, but not be limited to, Bully Training and CPI Training. Contractor must maintain current, accurate records documenting the training of each driver and monitor. Training records will be available for inspection upon request by the District. Each driver and monitor will receive specialized training from Contractor on an annual basis in transporting and handling students with disabilities.
 - s. The District's duly authorized representatives shall have the right to inspect any and all of the buses and their operations, by riding as passengers on buses or by other reasonable means.
 - t. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
 - u. If Contractor knows or should have known that a driver assigned by Contractor to perform services under this Agreement is charged and/or convicted of any traffic violation or other crime, Contractor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver, date of violation or crime, and nature of violation or crime.
15. Records Keeping and Accident Reports.
- a. Contractor shall provide the District access to any and all records related to the provision of services under this Agreement and kept in the ordinary course of business within thirty (30) days of District's written request for such records. District shall maintain the confidentiality of Contractor's records to the extent permitted by law.

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- b. Contractor shall report any accident involving student transportation to the Superintendent of Schools or his/her designee as soon as possible but not later than twenty-four (24) hours from the time of the accident. Contractor shall submit a detailed written report to the Superintendent of Schools or his/her designee as soon thereafter as possible but not later than three (3) days after the date of such accident.

16. Equipment Requirements.

- a. Contractor shall provide a sufficient number of buses so that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.
- b. Contractor will make every attempt to minimize the amount of time which students will spend on each vehicle. However, when increasing student numbers to decrease per student expenses, it may be necessary to also increase time spent on the vehicles. Contractor and the District will meet to determine if and when additional or fewer vehicles will be needed at additional costs or reductions to address this potential problem.
- c. Contractor agrees to provide ten (10) van type buses with capacity for two (2) wheelchairs plus seating space for eight (8) others, and two (2) van type buses with seating for fourteen (14). In addition, Contractor will ensure that all vehicles have necessary equipment to transport students based on individual student needs. Contractor shall provide all vehicles which shall not be more than five (5) years old by the end of each contract year. If, at a future point, additional capacity and/or equipment is determined to be necessary, Contractor and the District agree to meet to discuss the options, and cost(s) if appropriate, available at that time.
- d. All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the state in which District operates.
- e. Contractor agrees to pay all taxes and fees incurred in the registration of the vehicles and to maintain the registration of the vehicles for the duration of the Agreement.
- f. Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle. Contractor agrees to equip vehicles with lifts, buckle restraints, car seats and other specially designed equipment as necessary to transport children with a range of disabling conditions.
- g. Contractor must inspect all buses daily. Daily inspection will include, but not be limited to, brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Contractor shall maintain records of such inspections and make the records available to the District upon request.
- h. Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Contractor shall maintain records of maintenance activities, and make the records available to the District upon request. Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of Contractor.
- i. Contractor shall provide at its sole expense all supplies required under the Agreement including gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. Contractor shall provide materials to meet individual safety and transportation needs of students as required by the District.

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- j. Snow tires or all-weather treads shall be required on all buses during the winter months (October-April). Chains may be provided at the discretion of Contractor. Contractor shall not use any retread tires on any bus at any time.
 - k. Contractor shall not transport students in excess of a bus's rated capacity, as set forth by state and federal laws and regulations.
 - l. When traveling on school grounds, buses shall follow the traffic patterns established by the District.
 - m. Contractor shall install a system of communication (non-CB two-way radio) with sufficient capacity for communication between each bus and Contractor's dispatch terminal to assist with efficient and safe operation of the vehicles. Contractor shall monitor radio transmission through a dispatch base during normal business hours.
 - n. No commercial merchandise shall be carried on any bus route.
 - o. At the discretion of the District, Contractor shall provide one or more 84-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity. The District will pay Contractor a separate amount for this transportation. The District is under no obligation to use the buses of Contractor for field trips or co-curricular trips. The District, at its sole discretion, may contract with other bus contractors.
 - p. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, the contract amount will be reduced. Contractor must make the adjustment in its daily invoicing rate.
 - q. Contractor shall provide spare buses of appropriate sizes which meet all requirements for regular buses. Contractor shall locate spare buses at points close enough to District so they may be substituted for regularly assigned buses, if needed, without delay.
 - r. Contractor shall ensure that all buses used for daily transportation of students under this Agreement bear "Raymond School District" on both sides and shall use those buses solely for transporting assigned students during the entire year. Contractor shall not use these buses at any time for any other purpose.
17. Video cameras shall only be installed on Contractor's buses in accordance with state law and District policy. Contractor shall prominently display a sign in each vehicle informing occupants that audio and video recordings are occurring, as required by RSA 570-A:2, II(k) and District policies. Contractor shall comply with the requirements of the District's policy on the retention, ownership, and review of all recordings.
18. Fuel. Fuel shall be paid for and provided by Contractor. This Agreement does not include a fuel escalation provision.
19. Weather Closings. Contractor shall make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the District.
20. Termination of Agreement.
- a. The Agreement may be terminated by the District for unsatisfactory performance. In such case, the District shall give written notice to Contractor of intention to terminate citing the unsatisfactory performance, giving Contractor thirty (30) school days to improve its performance to the satisfaction of the District. If the performance of Contractor does not improve to the satisfaction of the District, the District may upon the expiration of the thirty (30) days terminate this Agreement.

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- b. The District shall have the right to declare Contractor in default if (a) Contractor becomes insolvent; (b) Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against Contractor; or (d) Contractor is unable to provide evidence of required insurance coverage as set forth below.
 - c. In the event of termination, the District may employ another contractor to complete the terms of this Agreement. Contractor shall be responsible for any extra or additional expense or damages suffered by the District. Contractor shall also indemnify the District for any loss the District sustains arising out of Contractor's lack of performance of this Agreement.
21. Termination for Lack of Funding. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the District may terminate this Agreement by written notice within thirty (30) days of adoption of the District budget for the fiscal year in question, and the Agreement shall be terminated effective immediately without further financial obligation. In the event funding is restored, Contractor shall have the right of first refusal to resume providing services to District in accordance with the Agreement.
22. Termination for Convenience. The District shall have the right to terminate this Agreement upon ninety (90) days written notice, without further financial obligation, if conditions arise making the transportation of District pupils unnecessary.
23. Termination Remedies. Any termination of the Agreement by the District shall be without cost or penalty to the District. The District shall be liable to Contractor only for amounts due Contractor as of the date of termination as Contractor's sole remedy.
24. Notices. Notices to either party to this Agreement shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:
- DISTRICT: Raymond School District
43 Harriman Hill Road
Raymond, NH 03077
- CONTRACTOR: Durham School Services, L.P.
Attn: Contract Administrator
4300 Weaver Parkway
Warrenville, Illinois 60555
Telephone: (630) 821-5400
25. Force Majeure. Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, state of emergency, terrorism, epidemic or quarantine which is beyond the control of Contractor.
- In the event Contractor is unable to provide transportation services for the reasons described in this paragraph and the District takes over buses during a Force Majeure event, the District shall insure that the drivers are properly licensed and the District must carry the same insurance as required by Contractor. Contractor shall inform the District when Contractor is able to resume its regular operations.
26. Strike. In the event of a strike or any reason causing the interruption of services or operations, the District has the right, after notification in writing to Contractor, to secure such other transportation as may be necessary and charge the excess cost of same to Contractor for each day of service not rendered. These deductions will be

Raymond School District SAU #33

based upon one hundred eighty (180) operating days and may be deducted from any payments due to Contractor.

27. Compliance with Law. This Agreement is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, that event shall not change the legal effect of any other clause of this Agreement. Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service in this Agreement.
28. Compliance with District Policies. Contractor must be familiar with and abide by the following Raymond School Board Policies:
 - ECAF Audio and Video Surveillance on School Buses
 - EEA Student Transportation Services
 - EEAE School Bus Safety Program
 - EEAEA Mandatory Drug and Alcohol Testing
 - EEAEA-R Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
 - EEAF Special Use of School Buses
 - JICDA Student Safety and Violence Prevention
29. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws principles.
30. Severability. In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.
31. Amendments. Changes to this Agreement may only be made by written amendment mutually agreed to by the parties.
32. Attorney's Fees. If any legal action is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded.
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Agreement between the parties. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
34. Liquidated Damages. The District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the District if Contractor does not perform the services specified or comply with the conditions of the Agreement by, for example, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, Contractor shall pay the District \$250.00 for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to Contractor. District must notify the General Manager (of the contractor location that performs the services) in writing (email to General Manager is acceptable) within ten (10) school days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within thirty (30) days of its occurrence. No liquidated damages shall be assessed during the first thirty (30) days of any Agreement school year. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence.
35. Survival. The insurance and indemnification obligations shall survive termination of this Agreement.

Raymond School District SAU #33

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding 11, L.L.C.,
Its general partner

By: [Signature]

Name: Gary Waits

Title: CFO

Date: 4/7/17

RAYMOND SCHOOL DISTRICT
SAU #33

By: [Signature]

Name: RONALD BRACKETT

Title: BUSINESS ADMINISTRATOR

Date: 4/18/17

RAYMOND SCHOOL DISTRICT
SPECIAL NEEDS TRANSPORTATION BID FORM
(This form becomes "Schedule A" upon signature of a contract.)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due November 30, 2016, at the following costs:

	Year One 2017-18	Year Two 2018-19	Year Three 2019-20	Year Four 2020-21	Year Five 2021-22
Base price for providing daily transportation services as per specifications	<u>\$207.50</u>	<u>\$210.61</u>	<u>\$213.77</u>	<u>\$220.18</u>	<u>\$226.79</u>
Cost for curricular and/or athletic trips					
a. Cost per mile	<u>\$2.13</u>	<u>\$2.16</u>	<u>\$2.19</u>	<u>\$2.26</u>	<u>\$2.33</u>
b. Cost per hour	<u>\$29.26</u>	<u>\$29.70</u>	<u>\$30.15</u>	<u>\$31.05</u>	<u>\$31.98</u>
Hourly rates for Monitors	<u>\$16.58</u>	<u>\$16.83</u>	<u>\$17.08</u>	<u>\$17.59</u>	<u>\$18.12</u>

*Out-of-District prices are to be negotiated separately.

CONTRACTOR: Durham School Services, L.P.
4300 Weaver Parkway, Warrenville, IL 60555
Phone: (630) 821-5400. Fax: (630) 821-5385

Raymond School District

2017-2018 Annual Report Card



School Board

Joseph Saulnier, Chair
Janice Arsenault, Vice Chair
Beth Paris, Secretary
Michelle Couture
Moe Titcomb
Jeffrey Rivard, Student Representative

Administration

Dr. Tina McCoy, Superintendent of Schools
Marjorie Whitmore, Business Administrator
Scott Riddell, Student Services Director
Steven Woodward, Raymond High School Principal
Peter Weaver, Raymond High School Assistant Principal
Robert Bickford, Iber Holmes Gove Middle School Principal
Mike Chouinard, Iber Holmes Gove Middle School Assistant Principal
Bryan Belanger, Lamprey River Elementary School Principal
Laura Yacek, Lamprey River Elementary School Assistant Principal
Michael Whaland, Curriculum Coordinator
Kevin Federico, Technology Director
Judith DiNatale, Food Service Director
Todd Ledoux, Facilities Director

An Equal Opportunity Employer. The District shall not discriminate in its education programs, activities, or employment practices on the basis of race, color, national origin, age, sex, sexual orientation, religion, or handicap under the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1967, Title IX of the Education Amendment of 1972, and Section 504 of the Rehabilitation Act of 1973. Any person having inquiries concerning the District's compliance with the regulations implementing these laws may contact the Superintendent of Schools.

Superintendent's Message

I am proud to present the Raymond School District 2017-18 Annual Report Card. This document provides an overview of the many accomplishments of our students, the events and initiatives that occurred during the course of the school year, and the activities that employees undertook as they worked to continually strengthen the quality of education provided to children and youth in Raymond. With the support of parents and the community, the District made great strides toward the implementation of competency based education at all of our schools. We look forward to continuing on that path as we strive to enhance the learning experiences of all students, and prepare them to meet the future with the skills and knowledge they need to excel.

This document also includes data key to understanding our District. Please take a few moments to peruse it and become more familiar with the achievements and challenges of the District. Under the governance of the Raymond School Board, the District continues to encourage a collaborative culture that allows our school system to move forward while remaining sensitive to the needs of our taxpayers. I am grateful for the continued opportunity to serve as the educational leader of the Raymond School District, and look forward to the promise of the upcoming school year.

Sincerely,

Tina H. McCoy, Ed.D.
Superintendent of Schools
School Administrative Unit #33
Raymond, New Hampshire

The Year in Review

August

- August 23rd - District staff begin the new year with a guest speakers on "Leading with an Open Heart" and "Social Media in the Academic Arena."
- August 28th - First day of school for students.
- Raymond High School (RHS) held their annual Move-Up Assembly to acknowledge the beginning of a new grade level and to welcome freshmen to the school.
- RHS Jumpstart students visited UNH Durham for a tour and information session.

September

- Lamprey River Elementary School (LRES) *Girls on the Run* continued its ninth season.
- LRES PTO held their *Night Under the Stars* event.
- Kindergarten teachers and LRES Literacy Teams began piloting the Foundations Phonics intervention.
- Iber Holmes Gove Middle School (IHGMS) art students received a Blue Ribbon at the Deerfield Fair.
- Reach High Scholars students talked with the School Board about the program, which assists students in applying for and preparing for highly competitive colleges.
- LRES and IHGMS teamed up to offer a graduate course on Reading through UNH.
- RHS students attended Construction Career Days.

October

- The District began an online monthly community newsletter, *The Green Gazette*.
- LRES PTO held a clothing drive.
- RHS Homecoming! Seniors took first place in Spirit Points.
- The School Board met with the Board of Selectmen to discuss planning for capital improvement projects and other long-range goals.
- RHS students visited UNH Manchester, Great Bay Community College, and Keene State College for tours and information sessions.
- LRES held an anti-bullying presentation by BMX.
- The School Board met with department heads to hear their budget request for the following year.
- RHS Job Fair - 48 students filled out applications for employment with local businesses
- District Administrators presented the Capital Improvements Plan to the CIP Committee.
- Students in LEAP (Learning Enrichment After school Program) talked with the School Board about the program at LRES and IHGMS.
- October 11th - RHS sophomores and juniors took the PSAT's.
- October 17th - The District held our first Substitute Job Fair.
- IHGMS students visited UNH Durham to learn about the ocean through interactive exhibits.
- LRES students presented *Night Under the Stars* to the School Board.
- LRES students visited the Great Bay Discovery Center and Coppal House.
- The School Board/Selectmen Survey Committee began meeting to prepare the Community Survey in the spring.
- RHS Student Council members attended the NHASC Southern Region Meeting at Camp Lincoln.



November

- RHS National Honor Society inducted 17 new members.
- IHGMS students talked about their river exploration with the School Board.
- RHS Boys and Girls Soccer teams were featured on WMUR's Hometown Heroes
- RHS French III students begin visits to LRES to teach basic French to kindergarteners
- November 15th - RHS held their *I Am College Bound* event.
- Students in the Raymond Educational Alternative Placement program talked with the Board about their experiences.
- Author Eric Ode visited LRES.
- IHGMS 8th grade students visited the Independence Museum in Exeter to explore colonial American Life and New Hampshire's role in the American Revolution. 6th grade students climbed Mount Major as part of Responsive Classroom team-building.
- RHS Girls Varsity Soccer were State Champions!
- RHS Interact Club helped the Raymond Rotary create Thanksgiving baskets.
- District administrators presented the proposed 2018-19 operating budget to the Budget Committee.

December

- LRES students visited Mt. Kearsarge to learn how natural resources influence ways of living.
- RHS JAG student attended the National Student Leadership Academy training in Washington D.C.
- 63 students were inducted into the Reach High Scholars Program.
- Winter music concerts held at each school.
- RHS music students performed at Wreaths Across America on the Town Common.
- 105 RHS students participated in winter sports: basketball, indoor track, bowling, spirit, and gymnastics.
- LRES art students talked with the Board about their class activities.
- IHGMS 7th grade students attended Project Safeguard at Great Bay Community College.
- RHS Student Council held a "Lock-In" to plan Winter Carnival.

January

- RHS students attended the Unified Snowball, an event to bring identified and non-identified students together for a night of festivities.
- RHS freshmen and sophomores visited Seacoast School of Technology for a tour and information about their programs.
- IHGMS music students talked with (and performed for) the School Board.
- RHS music students attended the Granite State Invitational Music Festival.
- RHS Interact Club helped the Raymond Rotary put together holiday baskets.



February

- LRES Celebrated the 100th Day of School.
- LRES students visited Dover Children's Museum.
- LRES PTO Father/Daughter Dance.
- RHS students took the Penguin Plunge on February 4th.
- Raymond School District's Deliberative Session was held on February 10th.
- LRES Grade 3 students talked with the School Board about their class activities.
- RHS Student Council members attended the Annual Leadership Workshop at Exeter High School.
- IHGMS 7th grade students visited the Rinks at Exeter.
- RHS students attended the Robotics Championship at Southern NH University.

March

- LRES students visited Dover Children's Museum.
- Epping Grange provided dictionaries to third grade students.
- The District's Monster Instrumental Concert was held on March 12th and the Monster Choral Concert was held on March 22nd.
- RHS students traveled to UNH for HYPE (Hosting Young Philosophy Enthusiasts). RHS athletes traveled to Mt. Washington Resort for an over-night Student-Athlete Leadership Conference.
- RHS JAG students visited Walmart Distribution Center for a site tour.
- Voting Day: Moe Titcomb and Beth Paris were elected to the School Board, Ed French was elected the School District Moderator, and Linda Hoelzel and Timothy Auclair were re-elected as the School District Clerk and Treasurer, respectively.
- Members of the 7th and 8th grade band performed at the NH Large Group Music Festival.
- RHS math students traveled to Plymouth State University for the NH State High School Math Contest.
- IHGMS student received the silver medal for a writing piece submitted to The Scholastic Arts and Writing Awards.
- RHS juniors took the SAT's; freshmen and sophomores took the PSAT's.
- RHS Student Council Members held a "Lock-In" to plan and organize the upcoming Spirit Week.



April

- RHS held their annual College and Career Fair, featuring representatives from colleges, industry, and the military.
- LRES second grade students held a Pancake Breakfast as they learned about making maple syrup.
- RHS student musicians travels to Philadelphia and participated in learning clinics at the University of Delaware.
- RHS forms the first RHS Unified Track Team, funded by a grant from NHIAA.
- LRES held a kindergarten information night for parents.
- Kevin Skarupa visited LRES Kindergarten.
- RHS JAG students attended the Career Development Conference at Derryfield Country Club.
- Wildlife Encounters visited LRES.
- RHS French students talked with the Board about their experiences teaching basic French to kindergarten students.
- 105 RHS students participated in spring sports: baseball, track, softball, and unified track.
- RHS Senior Community Service Day, including Rye Beach clean-up.
- RHS Spirit Week! Hall decorating, basketball tournament, theme days, and more.
- Three RHS students were inducted into the National Technical Honor Society.
- LRES held student and parent TIGER anti-bullying presentations.
- IHGMS 5th grade students spent a week at Nature's Classroom.
- LRES first grade students talked with the Board about their lessons on the solar system.
- Speaker John Halligan conducted anti-bullying assemblies at IHGMS and RHS; an evening parent presentation also took place.
- The Raymond School District/Town Community Survey was mailed to all residents.

May

- RHS *Celebration of Excellence* - 261 awards were distributed to freshmen, sophomores, and juniors.
- LRES Secretary Deb Dellas received the NH Horace Mann Administrative Assistant of the Year award.
- LRES School Counselor Veronica Formon was recognized by the NH School Counselors Association for Excellence in Guidance.
- RHS student Anna Harmon named the Division III 800m State Champion.
- RHS students traveled to the Grappone Conference Center for the FinLit 300 State Championship Event.
- IHGMS 6th grade students visited Canobie Lake Park.
- RHS Drama performs "Wait Until Dark."
- LRES students visited the NH State House and Stockbridge Theatre.
- IHGMS 8th grade students traveled to Washington D.C. for a week-long trip.
- The School Board approved a trimester schedule at LRES and IHGMS beginning 2018-19.
- RHS Student Council hosted the Annual Red Cross Blood Drive.
- IHGMS students talked with the Board about Nature's Classroom.
- IHGMS 5th grade students walked the Boston Freedom Trail as part of their American Revolution Unit in Social Studies. 8th grade students visited the Old Pine Grove Cemetery to learn about local history of NH Veterans for a Memorial Day project. 7th grade visited the NH Audubon.
- RHS students visited the Portsmouth Naval Shipyard for a site tour and Canobie Lake for Physics Day.
- RHS Student Council members attended the NHASC Student Leader Recognition and State Elections at the NH State House. RHS student Cam Taber was elected the Southern District Vice President.
- RHS and Raymond Coalition for Youth held a Student Health Fair.
- RHS Seniors took their Class Trip to Lake George.

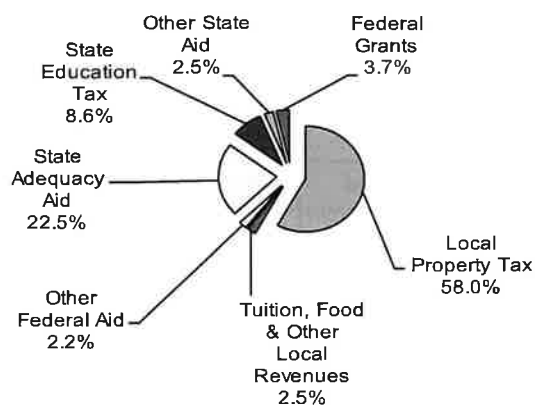
June

- RHS Prom - 140 guests attended.
- IHGMS held their Step-Up Day for rising fourth grade students.
- RHS Senior Night - 149 awards and recognitions were given to seniors.
- LRES students visited York Animal Kingdom to view rainforest habitats and animals and Strawberry Banke in Portsmouth.
- IHGMS Spring Concert was held; the chorus also performance at Wellspring Nursing Home.
- RHS Green March - seniors walked through IHGMS and RHS dressed in their caps and gowns.
- IHGMS 2018 Art Show featured over 450 pieces of student work.
- IHGMS Band Teacher Alicia Rockenhauser named the "Outstanding Young Band Director" by the NH Band Director's Association.
- RHS student visited UNH Durham as part of their economics studies, Animal Kingdom for teambuilding, to Delta Dental Stadium for NH Scholars Day
- Raymond Parents of Performing Students awarded scholarships to four IHGMS students to attend summer music camp at UNH.
- IHGMS students participated in a Whale Watch at Cape Ann as a culminating activity to their study of life science.
- The Strategic Planning Committee held a Community Conversation on Education.
- Every RHS senior received a copy of "Beyond High School: A Guide to Your Rights and Responsibilities," courtesy of the NH Bar Association.
- 86 RHS seniors participated in the graduation ceremony on June 8th.

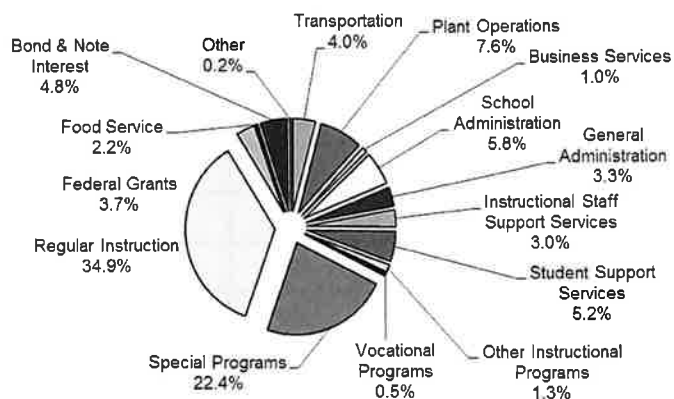


Financial Data

SOURCES OF REVENUE



DISTRIBUTION OF EXPENSES

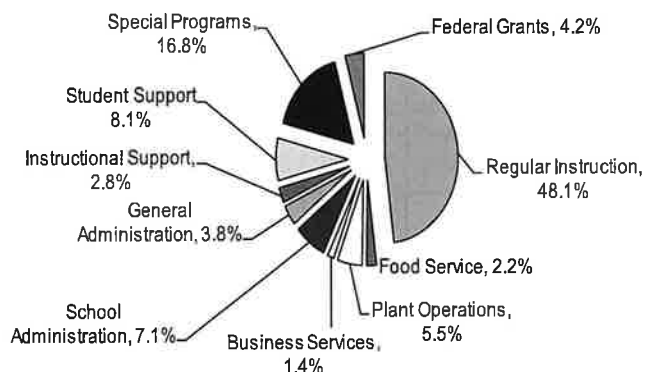


COMPARISON OF GENERAL FUND REVENUES AND EXPENDITURES

	2009-2010 Actuals	2010-2011 Actuals	2011-2012 Actuals	2012-2013 Actuals	2013-2014 Actuals	2014-2015 Actuals	2015-2016 Actuals	2016-2017 Actuals	2017-2018 Actuals
Revenues*	\$20,174,424	\$20,021,913	\$20,090,933	\$20,228,934	\$20,725,672	\$21,222,088	\$21,859,201	\$21,930,802	\$23,522,507
Expenditures	\$20,061,052	\$20,259,863	\$20,392,174	\$20,495,742	\$20,444,887	\$21,269,145	\$21,595,829	\$21,593,655	\$22,713,728

*Revenues do not include prior year surplus amounts

DISTRIBUTION OF EMPLOYEE SALARIES



2017-2018 Total Salaries \$11,112,089

Student/Staff Data

DISTRICT PUBLIC SCHOOL ENROLLMENT				
	Elementary (PreK-4)	Middle	High	Total
2006-2007	607	422	541	1570
2007-2008	587	419	518	1524
2008-2009	602	443	445	1490
2009-2010	604	453	462	1519
2010-2011	570	453	444	1467
2011-2012	554	451	419	1424
2012-2013	569	434	445	1448
2013-2014	570	398	448	1416
2014-2015	555	417	448	1420
2015-2016	568	411	441	1420
2016-2017	515	401	420	1336
2017-2018	502	401	373	1276

AVERAGE DAILY STUDENT ATTENDANCE			
	Elementary (1-4)	Middle	High
2006-2007	94.9%	94.9%	91.3%
2007-2008	95.0%	94.8%	90.4%
2008-2009	93.3%	92.9%	90.4%
2009-2010	95.0%	94.6%	93.1%
2010-2011	94.6%	95.1%	92.0%
2011-2012	95.2%	95.0%	93.0%
2012-2013	92.4%	94.6%	92.2%
2013-2014	95.4%	95.1%	93.5%
2014-2015	95.2%	95.0%	93.1%
2015-2016	95.1%	95.2%	91.9%
2016-2017	N/A	N/A	N/A
2017-2018	N/A	N/A	N/A

PERCENTAGE OF SPECIAL EDUCATION STUDENTS											
	2007- 2008	2008- 2009	2009- 2010	2010- 2011	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017-2018
Raymond	19%	19%	17.5%	18.4%	21.02%	18.66%	21.03%	21.66%	21.88%	23.85%	19.67%
State Average	14.6%	15.2%	9.72%	9.64%	9.45%	10.68%	14.89%	N/A	N/A	N/A	16.36%*

*State Average calculated by Raymond School District using special education population as per census completed in October 2017 and regular education population as per the state profile.

FREE AND REDUCED LUNCH % ELIGIBLE STUDENTS												
	2006- 2007	2007- 2008	2008- 2009	2009- 2010	2010- 2011	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018
Elementary	25.12%	30.34%	27.05%	33.41%	30.30%	28.33%	30.54%	34.93%	33.74%	36.05%	32.38%	29.82%
Middle	25.43%	28.88%	32.28%	32.01%	31.79%	35.03%	32.72%	32.66%	27.10%	25.30%	28.18%	26.18%
High	21.07%	23.55%	21.17%	24.24%	25.45%	23.92%	26.97%	28.13%	26.56%	28.80%	25.00%	21.45%
District Average (Gr. 1-12)	23.69%	27.40%	26.83%	29.85%	29.19%	29.25%	30.05%	31.80%	29.03%	30.11%	28.42%	25.85%
State Average (Gr. 1-12)	18.88%	19.45%	20.87%	23.95%	25.65%	26.76%	27.26%	28.27%	28.93%	28.06%	27.3%	26.43%

Student/Staff Data

STUDENT DROPOUT RATE		
	District	NH State Average
2006-2007	6.8%	3.2%
2007-2008	5.0%	2.5%
2008-2009	4.2%	1.7%
2009-2010	1.29%	.97%
2010-2011	2.24%	1.19%
2011-2012	2.61%	1.26%
2012-2013	1.35%	1.29%
2013-2014	1.98%	1.05%
2014-2015	2.67%	1.04%
2015-2016	1.57%	1.12%
2016-2017	2.13%	1.12%

SCHOOL EXPULSIONS			
	Elementary	Middle	High
2006-2007	0	0	3
2007-2008	0	0	0
2008-2009	0	0	0
2009-2010	0	0	0
2010-2011	0	0	1
2011-2012	0	0	1
2012-2013	0	0	0
2013-2014	0	0	0
2014-2015	0	0	0
2015-2016	0	0	0
2016-2017	0	0	0
2017-2018	0	0	0

2017-2018 TEACHER EDUCATIONAL ATTAINMENT			
	# of Teachers	% Bachelor Degree	% Master Degree +
Raymond	107.5	40.9%	59.1%
State Total	13,270.3	38.9%	60.7%

AVERAGE PROFESSIONAL DEVELOPMENT DAYS USED PER TEACHER										
	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Elementary	2.4	3.6	3.6	4.0	3.0	4.0	3.0	3.3	2.4	4.0
Middle	3.6	4.3	3.4	3.0	3.8	4.7	1.9	3.1	3.1	2.4
High	3.7	2.7	4.0	3.9	7.0	3.4	2.6	3.9	3.3	3.7

Student/Staff Data

TOP FIVE DISCIPLINE VIOLATIONS				
RAYMOND HIGH SCHOOL	2016-2017		2017-2018	
	Defiance	284	Truancy	251
	Internet Violations	150	Insubordination	223
	Physical Aggression	132	Tardy	206
	Cut Class	117	Skip Class	169
	Inappropriate Language	90	Abusive Language	62
	Total Number of All Referrals	1033	Total Number of All Referrals	952
IBER HOLMES GOVE MIDDLE SCHOOL	2016-2017		2017-2018	
	Defiance	352	Defiance	564
	Tardy	219	Tardy	181
	Disruption	140	Disruption	135
	Technology	86	Internet Violation	124
	Inappropriate Language	54	Violent without Injury	98
	Total Number of All Referrals	895	Total Number of All Referrals	1250
LAMPREY RIVER ELEMENTARY SCHOOL	2016-2017		2017-2018	
	Defiance	106	Inappropriate Contact	169
	Disruption	106	Defiance	42
	Violent w/o Injury	68	Violent w/o Injury	29
	Inappropriate Contact	23	Inappropriate Language	18
	Inappropriate Language	20	Misuse of School Property	9
	Total Number of All Referrals	407	Total Number of All Referrals	315

IN-SCHOOL SUSPENSIONS											
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Elem.	0	0	0	0	0	0	0	0	9	15	13
Middle	162	108	80	109	160	95	167	88	101	99	97
High	519	305	151	284	360	313	235	228	256	241	284

OUT-OF-SCHOOL SUSPENSIONS											
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Elem.	19	7	5	23	67	53	17	25	29	38	29
Middle	63	45	44	90	92	50	30	36	22	58	54
High	263	140	104	105	128	101	80	155	177	88	35

Student/Staff Data

SAT Raymond High School MEAN SCORES															
	2010-2011			2011-2012			2012-2013			2013-2014			2014-2015		
	60 Tests Taken In Raymond			48 Tests Taken In Raymond			42 Tests Taken In Raymond			59 Tests Taken In Raymond			54 Tests Taken In Raymond		
	Critical Read- ing	Math	Writing	Critical Read- ing	Math	Writing	Critical Read- ing	Math	Writing	Critical Reading	Math	Writing	Critical Reading	Math	Writing
State Average	523	525	511	496	514	488	496	514	488	497	513	487	513	521	503
Raymond	540	535	520	517	506	516	522	522	492	533	543	506	504	513	503
Raymond Low	350	280	300	330	310	350	350	270	330	380	350	340	350	340	310
Raymond High	760	740	770	730	780	710	720	740	400	760	770	720	720	740	740

Beginning with the 2015-16 school year, New Hampshire replaced 11th grade Smarter Balanced Assessment Testing with the SAT. There have been content and design changes to the SAT which affect the way performance is assessed and how results are reported. The former Critical Reading portion of the SAT is now the Evidence-Based Reading and Writing section. This includes the essay portion, which is now optional. The essay is graded with a different scale than the rest of the SAT.

SAT Raymond High School 2015-2016					
95 Students Assessed					
	Reading and Writing	Math	Optional Essay		
			Reading	Analysis	Writing
State Average	519	507	5	3	5
Raymond Average	518	499	5	3	5
Raymond Low	310	310	2	2	2
Raymond High	740	680	8	7	7

SAT Raymond High School 2016-2017					
84 Students Assessed					
	Reading and Writing	Math	Optional Essay		
			Reading	Analysis	Writing
State Average	522	514	5	4	4
Raymond Average	483	472	5	3	5
Raymond Low	200	220	0	0	0
Raymond High	720	730	7	7	6

For 2017-2018 reporting, data points have been changed based on information available. Reporting has been changed to % Proficient Above/Below rather than averages. There was no information available regarding the optional essay.

SAT Raymond High School 2017-2018							
67 Students Assessed							
	State % Proficient and Above	Raymond % Proficient and Above	State % Below Proficient	Raymond % Below Proficient	Raymond Mean	Raymond Low	Raymond High
Reading and Writing	66	64.2	34.1	35.8	526	350	760
Math	51.4	37.3	58.5	62.7	515	280	760

OUR 2018 GRADUATES - WHERE ARE THEY GOING?

Boston College	College of the Holy Cross	Fine Mortuary College
Franklin Pierce University	Full Sail University	Gordon College
Great Bay Community College	Hofstra University	Hobart & William Smith Colleges
Keene State College	New England Brown	Lakes Region Community College
New England College	NH Technical Institute	Manchester Community College
Plymouth State University	Quinnipiac University	Worcester Polytechnic Institute
Southern NH University	St. Lawrence University	Temple University
University of New Hampshire	University of Rhode Island	Texas Tech University
Rivier University	World of Life Bible Institute	

POST GRADUATE STUDENT PLACEMENT

	4-Year Programs	Less than 4-Year Programs	Returning for post-graduate study	Employed	Armed Forces	Unemployed	Unaccounted For
2017-18*	35.29%	21.17%	0.0%	41.17%	0.0%	2.35%	0.0%
2016-17	33.0%	28.4%	0.0%	32.1%	4.6%	0.9%	0.9%
2015-16	29.0%	15.1%	0.0%	48.4%	7.5%	0.0%	0.0%
2014-15	36.6%	26.9%	0.0%	34.4%	1.1%	1.1%	0.0%
2013-14	33.3%	22.2%	0.0%	34.4%	2.2%	6.7%	1.1%
2012-13	36.1%	26.7%	0.0%	34.9%	1.2%	1.2%	0.0%
2011-12	38.6%	25.3%	0.0%	34.9%	1.2%	0.0%	0.0%
2010-11	40.9%	22.7%	0.0%	30.0%	0.9%	5.5%	0.0%
2009-10	33.3%	21.6%	0.0%	40.5%	2.7%	0.9%	0.9%
2008-09	34.0%	23.4%	0.0%	34.0%	4.3%	0.0%	4.3%
2007-08	34.2%	31.6%	0.0%	29.8%	4.4%	0.0%	0.0%
2006-07	65.3%	27.6%	1.0%	5.1%	0.0%	0.0%	1.0%

**Reported*