

**Collective Bargaining Agreement**  
**between the**  
**Newington School Board**  
**and the**  
**Association of Coastal Teachers/Newington**  
**July 1, 2013**  
**through**  
**June 30, 2016**

**Newington School District**  
**48 Post Road**  
**Greenland, New Hampshire 03840-2313**

## TABLE OF CONTENTS

| <u>ARTICLE</u> |   | <u>PAGE</u> |
|----------------|---|-------------|
|                | Preamble-----                                 | 3           |
| 1              | Recognition-----                              | 4           |
| 2              | Negotiation Procedure-----                    | 6           |
| 3              | Grievance Procedure-----                      | 7           |
| 4              | Management Rights-----                        | 9           |
| 5              | Association Rights-----                       | 10          |
| 6              | Teacher Rights-----                           | 12          |
| 7              | Teacher Evaluation-----                       | 14          |
| 8              | Time Requirements-----                        | 15          |
| 9              | Teacher Work Year-----                        | 16          |
| 10             | Transfers, Assignments, and Reassignments---- | 17          |
| 11             | Termination-----                              | 18          |
| 12             | Sabbatical Leave-----                         | 19          |
| 13             | Sick Leave-----                               | 21          |
| 14             | Temporary Leaves of Absence-----              | 22          |
| 15             | Extended Leaves of Absence-----               | 23          |
| 16             | Insurances-----                               | 24          |
| 17             | Professional Reimbursements-----              | 26          |
| 18             | Retirement-----                               | 27          |
| 19             | Contracts and Salary-----                     | 28          |
| 20             | Miscellaneous Provisions-----                 | 31          |
| 21             | Duration of the Agreement-----                | 32          |

## APPENDICES

|   |                                    |    |
|---|------------------------------------|----|
| A | Teacher's Employment Contract----- | 33 |
| B | Salary Schedule 2013/2014-----     | 35 |
| C | Salary Schedule 2014/2015-----     | 36 |
| D | Salary Schedule 2015/2016-----     | 37 |

## **PREAMBLE**

The Newington School Board and the Newington Teachers have in common a commitment to quality education for Newington's children. Both groups shall work towards common goals and meet as needed to discuss the progress of the educational program.

## ARTICLE 1

### RECOGNITION

- For the purposes of this Collective Bargaining Agreement (CBA), the Newington School Board (hereinafter referred to as the Board) recognizes the Association of Coastal Teachers/Newington (hereinafter referred to as the Association) as the exclusive representative of all professional employees of the Newington School District (hereinafter referred to as the District). **1-1.0**
- Professional employees shall include any individual employed by the District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the New Hampshire Board of Education or the New Hampshire Board of Nursing/Allied Health Services under its regulations governing the certification of professional school personnel, except that the term does not include superintendents, assistant superintendents, building administrators, assistant building administrators, directors, business administrators, curriculum coordinator, director of pupil services, or hourly employees. **1-1.1**
- The Association agrees to represent equally all such professional employees included in this CBA without discrimination. **1-1.2**
- Definitions (as used in this agreement) **1-2.0**
- Administration refers to the executive authority and responsibility vested by the Board and the State in the office of the building administrator, assistant building administrator, special education coordinator, curriculum coordinator, director of pupil services, assistant superintendent, business administrator, and superintendent of schools. **1-2.1**
- Agreement means the document agreed to through negotiations by the District and Association and is commonly referred to as the Collective Bargaining Agreement (CBA). **1-2.2**
- Association means the collective bargaining unit referred to as the Association of Coastal Teachers/Newington also known as ACT/Newington. **1-2.3**
- Board means the collective individuals legally referred to as the Newington School Board elected by the residents of the Newington School District **1-2.4**
- Building Administrator means the responsible administrative head of his/her respective school. **1-2.5**
- Contract refers to the individual employment agreement as signed by the Teacher, reference Appendix A. **1-2.6**
- Day(s) shall refer to calendar day(s), and shall exclude Saturdays, Sundays and legal holidays. **1-2.7**
- District shall refer to the Newington School District only. **1-2.8**
- Employee means a person employed by the Board, as defined in Article 1, Section 1-1.1 of this agreement. **1-2.9**
- Full Time Employee refers to an individual who is employed by the District and meets the **1-2.10**

requirements of Articles 1-1.1, 8-2.0, and 9-1.0.

Grievance shall mean a complaint by a Teacher alleging a violation of rights under the CBA. **1-2.11**

Non-Teaching Duties shall mean duties not related to the direct supervision or instruction of pupils **1-2.12**

Part Time Teacher refers to a Teacher who is employed by the District and meets the requirements of Article 1-1.1, but not the requirements of Article 8-2.0 and 9-1.0. A part time Teacher shall be entitled to benefits in the same ratio as the time the Teacher works when compared to a full time Teacher as defined in Article 8. **1-2.13**

School means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the District. **1-2.14**

School Day(s) shall refer to days when school is officially in session and the students are in school as designated on the District's approved calendar. The term school days(s), shall also include all professional development day(s) as designated by the Superintendent of Schools or his/her designee. **1-2.15**

Superintendent of Schools shall refer to the executive administrative head responsible for the education of students in the District. **1-2.16**

Teacher means any certified staff member employed by the Board, as defined in Article 1, Section 1-1.1 of this Agreement. **1-2.17**

Tenured Teacher shall mean any Teacher employed by the Board who has satisfied the provisions of RSA 189:14. **1-2.18**

All reference to a Teacher in this Agreement is intended to designate both sexes. **1-3.0**

Whenever the singular is used in this Agreement, it is to include the plural when applicable. **1-3.1**

All benefits, except when otherwise noted, shall be prorated directly to the percentage of time worked by the Teacher as designated on his/her annual employment contract. **1-3.2**

## ARTICLE 2

### NEGOTIATION PROCEDURE

The Association and the Board agree to enter into collective negotiations over a successor agreement in accordance with RSA 273A New Hampshire Public Employee Relations Law. **2-1.0**

Not later than September 1<sup>st</sup> of the year preceding the expiration of this Agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on all matters raised by either party concerning salaries, fringe benefits, hours, terms, and other conditions of employment. **2-2.0**

Any Agreement reached shall be in writing and signed by authorized representatives of the Board and Association. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations. **2-2.1**

Any Agreement reached which requires the appropriation of public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations are made by the District. The Board shall make every reasonable effort to secure the appropriations necessary to implement the Agreement and the Association shall support the Board in such efforts. If such appropriations are not forthcoming, the Board and the Association shall reenter negotiations, in accordance with the provisions of RSA 273-A. **2-2.2**

During such negotiations, the Board and the Association will present relevant data, exchange points of view, make proposals, and counter proposals. The Board will make available to the Association for inspection, all pertinent, non-confidential records, data, and information of the District. Either party may, if they do desire, utilize the services of outside consultants and may call upon professional representative to assist in the negotiations. **2-3.0**

If, by November 15<sup>th</sup>, the parties fail to reach agreement on any particular matter or matters which are the subject of negotiations, either party may declare an impasse. An impasse may also be declared before November 15<sup>th</sup>, if mutually agreed by the Board and Association. **2-4.0**

In the event of an impasse, the parties will attempt to reach agreement on the selection of a mediator. Failing this, either party may request the Public Employees Labor Relations Board (hereinafter referred to as the PELRB) or American Arbitration Association (hereinafter referred to as the AAA) to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. **2-4.1**

The mediator will meet with the parties or their representatives, or both forthwith, either jointly or separately, and will take such other steps as deemed appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the dispute is not resolved through mediation, either party may request the PELRB or AAA to appoint a fact-finder who shall make and report findings of fact together with recommendations for resolving each of the issues remaining in dispute. **2-5.0**

The mediator and fact-finder shall follow procedures for resolving the dispute as provided under RSA 273 A:12. **2-6.0**

The costs for the mediator and the fact finder, including per diem expenses, if any, and actual and necessary travel, and substance expenses will be shared equally by the Board and Association. **2-6.1**

## ARTICLE 3

### GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee or group of employees as defined in Article 1, based upon the interpretation, inequitable application, or violation of any of the provisions of this Agreement, Board policies, or Newington Public School's policy manual. **3-1.0**

A grievance to be considered under this procedure must be initiated by the Teacher within ten (10) school days of its occurrence, or within ten (10) school days of when the Teacher should have reasonably known of its occurrence. **3-1.1**

In case of a grievance occurring at the end of the school year or during the summer, all "days" referred to herein shall be week days, exclusive of weekends and holidays. **3-1.2**

Failure at any step of this procedure to communicate the decision on grievance within the specified time limits shall permit the aggrieved Teacher to proceed to the next step **3-2.0**

Any Teacher who has a grievance, shall discuss the grievance first with his/her supervisor in an attempt to resolve the matter informally at that level. The Teacher has the right to have a representative present. **3-3.0**

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the Teacher within ten (10) school days, she/he shall set forth the grievance, including the section of the CBA that is specifically being grieved, in writing to the Building Administrator specifying, **3-3.1**

- (1) the nature of the grievance and the date occurred;
- (2) the nature and extent of the injury and/or loss;
- (3) the results of the previous discussion;
- (4) his/her dissatisfaction with decisions previously rendered. The Building Administrator shall communicate his/her decision to the Teacher in writing within ten (10) school days of the written grievance.

The Teacher, no later than ten (10) school days after receipt of the Building Administrator's decision, may appeal the decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the Building Administrator, as specified above and the reasons for the Teacher's dissatisfaction with the decision previously rendered. The Superintendent shall meet with the Teacher, if necessary, and communicate his/her decision in writing to the Teacher within ten (10) school days. **3-4.0**

If the grievance is not resolved to the Teacher's satisfaction, he/she may, no later than ten (10) school days after receipt of the Superintendent's decision, appeal to the Board in writing, attaching all related papers. The Board, or a committee thereof, shall review the grievance and hold a hearing within ten (10) calendar days or at its next regular meeting, whichever is sooner. **3-5.0**

If the decision of the Board does not resolve the grievance to the satisfaction of the Teacher, and he/she requests a review by a third party, he/she shall, in writing, so advise the Board within ten (10) school days of receipt of the Board's decision. The parties will then initiate a request for **3-6.0**

arbitration under the procedure set forth herein.

A request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question. **3-7.0**

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, the parties shall request the American Arbitration Association to submit a second roster of names. **3-7.1**

If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. **3-7.2**

Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The findings of the arbitrator shall be final and binding. **3-8.0**

The Board, Teacher, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing. **3-9.0**

A Teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association, or by a representative selected or approved by the Teacher. **3-10.0**

The Board and the Association shall not restrain, interfere with, coerce, discriminate against, or take reprisal against any Teacher presenting an appeal with respect to a personal grievance. **3-11.0**

The fees and expenses of the arbitrator will be shared by the Board and Association equally. **3-12.0**

If the Board or Teacher disagree as to the meaning or interpretation of any of the provisions of this Agreement, either the Board or Teacher may utilize the grievance procedure set forth in Article 3 in order to resolve said dispute. **3-13.0**

Judgment to process a grievance under this provision shall not indicate agreement as to the validity of the grievance, but only that the Board and Teacher view the grievance procedure as an expeditious means of resolving grievances. **3-14.0**

Uniform Interpretation of Regulations: All rules and regulations applying to Teachers shall be interpreted and applied uniformly throughout the District. **3-15.0**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the Teacher and shall not be forwarded to any prospective employer of the Teacher, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the Administration and the prospective employer. **3-16.0**

A copy of such documents shall, upon request, be furnished to the Teacher in a timely fashion. **3-16.1**



## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

The Board is the legal entity with the powers and duties to effectively operate the public schools. **4-1.0**

The Board retains, subject to the language of the Agreement, all powers, rights, and authority vested in it by laws, rules, and regulations, including but not limited to: the right to make and amend Board policy; manage and control school properties and facilities; select and determine direct personnel; determine, manage, and control the school curriculum; take such action as it deems necessary to maintain efficiency in the operation of the school system; and determine the methods, means, and personnel by which the function of the District will be performed. **4-2.0**

It is mutually agreed that all matters of managerial policy, within the exclusive prerogative of the Board or confided exclusively to the Board by statute or regulations adopted pursuant to statute, shall not be subjects for negotiation purposes and as defined and provided for in RSA-273A:1, XI. **4-3.0**

In a bona fide emergency affecting the health, safety, or welfare of the students of the school, the Board may take whatever action it deems necessary to carry out the mission of the District during the emergency, as long as the request does not impact the health and safety of a Teacher or his/her family. **4-4.0**

## ARTICLE 5

### ASSOCIATION RIGHTS

The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of his/her own choosing, to negotiate the terms and conditions of employment and that he/she shall be free from interference, restraint, or coercion by the Board, or its agents in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. **5-1.0**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meeting. **5-2.0**

The Association and its representatives shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use and absorb any costs involved. **5-2.1**

Representatives of the Association and its affiliates shall be permitted to transact Association business on school property at all reasonable times, providing that this shall not disrupt normal school operations. **5-2.2**

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on Teachers' bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use Teachers' mail boxes for communication to Teachers. **5-3.0**

The Association shall be given an opportunity at faculty meetings to present reports and announcements. **5-4.0**

The Board shall place on the agenda of each regular Board meeting under "new business," any matters brought to it for consideration by the Association, so long as those matters are made known to the Superintendent office seven (7) days prior to said regular meeting. **5-5.0**

At the beginning of every school year, the Association shall be credited with one (1) day to be used by Teachers who are officers or agents of the Association, such use, with pay, to be at the discretion of the Association. The Superintendent will be notified no less than twenty-four (24) hours prior to commencement of such leave. **5-6.0**

Designated representatives of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business at any time during school hours, providing there is no interruption of normal school operation. **5-7.0**

The Board agrees to make available to the Association a copy of the Board's agendas and minutes, and when appropriate, copy of notices and minutes of committee meetings. **5-8.0**

The Board agrees to furnish the Association all available information concerning the financial reports, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, school census information, names, addresses and telephone numbers of all Teachers, educational background and placement upon the salary schedule of all Teachers, and other information as will assist the Association in developing constructive proposals and programs on behalf of the Teachers and their students, and also any information which may be necessary for the Association to process any grievance or complaint. **5-8.1**

Each Teacher shall be provided one (1) copy of the current Teachers' handbook and one (1) copy of the student regulations in September of each year. **5-8.2**

The Board agrees to place on file in the school at least one (1) copy of the Board's most up-to-date policies. **5-9.0**

## **ARTICLE 6**

### **TEACHER RIGHTS**

- The District recognizes the Teachers' full rights of citizenship and no religious or political activities of any Teacher, or the lack thereof, shall be grounds for any discipline or discrimination. **6-1.0**
- A Teacher will not be required to perform any duty or act which threatens anyone's physical safety or well-being. **6-2.0**
- Any Teacher who is called to appear before any quasi-judicial or administrative tribunal including, but not limited to: arbitration, negotiation, mediation or fact-finding proceedings, or membership in the Professional Standards Board, upon the approval of the Superintendent, shall not lose compensation for the performance of such duty. **6-3.0**
- No Teacher shall be required to appear before the Board, or its agents, concerning any matter which could adversely affect the continuation of that Teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such interview. **6-4.0**
- Nothing contained herein shall be construed to deny or to restrict any Teacher such rights as held under the laws of New Hampshire and of the United States of America, or other applicable laws, decisions, and regulations. The rights granted to a Teacher, hereunder, shall be deemed to be in addition to those provided elsewhere. **6-5.0**
- A Teacher shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained herein. A Teacher shall be entitled to have a representative of the Association accompany him/her during such review. **6-6.0**
- Once every two (2) years, a Teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Such documents shall be reviewed by the Superintendent or his/her designee, and if, in fact, the documents and/or other materials are obsolete or otherwise inappropriate to retain, the documents then shall be destroyed. **6-6.1**
- No material derogatory to a Teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the Teacher has had an opportunity to review the material. The Teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. **6-7.0**
- Although the District agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the Teacher's initial employment, it shall not establish any separate personnel file which is not available for the Teacher's inspection. **6-8.0**
- In the event the Board or the Superintendent temporarily removes confidential material from a Teacher's file, a dated notation shall be placed in the file stating what materials have been removed. **6-9.0**

- Upon twenty-four (24) hours notice, each Teacher shall have the right to review and reproduce material in his/her personnel file and to insert his/her own written comments regarding the material. **6-10.0**
- In the event that materials, derogatory to a Teacher, are placed in the personnel file, they shall, upon request of the Teacher, be expunged should no further infraction occur within a three (3) year period. **6-11.0**
- Those complaints regarding a Teacher made by any parent, student, or other person, which may be used in any manner in evaluating a Teacher, shall be promptly investigated. It shall be the responsibility of the Administrator to inform the Teacher regarding the complaint. **6-12.0**
- The Teacher shall be given an opportunity to respond to and/or rebut those complaints in writing, and such rebuttal shall be attached to the complaint should it be placed in the personnel file, provided such written comments made by the Teacher are received within ten (10) days of notification of the complaint. **6-12.1**
- A workable complaint procedure will be agreed upon by the Board and the Association **6-12.2**
- No teacher, after three (3) years in the Newington School District, shall be disciplined, reprimanded, or dismissed without just cause. All information forming the basis for disciplinary action will be made available to the Teacher(s) and the Association. **6-13.0**
- Except as discussed in this section, no original document may be removed from a Teacher's file. However, photocopies may be made. Permanent removal of a document from a Teacher's file should be made only by the written agreement between the Teacher and Superintendent. **6-14.0**
- Dues for the Association of Coastal Teachers/Newington, and NEA/New Hampshire will be deducted from the Teacher's pay check as authorized by the Teacher in writing. **6-15.0**
- Eighteen (18) equal deductions are to be made, starting with the second payroll in October. **6-15.1**
- Signed forms authorizing such deduction for new members will be submitted to the Superintendent's office annually, but not later than October 8<sup>th</sup> for Teachers and will serve as an authorization for said deduction. For a new Teacher that begins after the first day of school, signed authorization forms must be submitted no later than fifteen (15) days after commencing employment. **6-15.2**

## **ARTICLE 7**

### **TEACHER EVALUATION**

The parties agree that evaluations will be conducted in the manner outlined in the SAU #50 **7-1.0** Evaluation/Supervision document.

Any subsequent recommendations for changes or modifications to the adopted policy will be **7-1.1** reviewed by the SAU 50 Committee on Evaluation.

## **ARTICLE 8**

### **TIME REQUIREMENTS**

- The Association agrees that a Teacher's day is not necessarily the same as that of a student. **8-1.0**
- A Teacher shall be free to act with professional discretion relative to his/her time of arrival at school in the morning or leaving school in the afternoon. It is normally expected that a Teacher will spend forty (40) minutes before/after school. Schedules will be agreed upon by the Building Administrator and the Teacher. **8-2.0**
- As a part of their professional responsibility, teachers shall: (a) attend department and other professional staff meetings, (b) assist students with their subject problems on an after school basis, (c) participate in other school related activities at the discretion of the Administration. **8-3.0**
- A Teacher's workday shall be spent at the school and in sites designated by the Building Administrator and may include classes, study halls, student contact, advising students, planning, peer coaching, training, meeting in collegial groups, or other activities to develop the social, emotional, physical and academic components of the child's education as required by in the NH Department of Education's "Follow the Child" model. **8-4.0**
- The teachers will use the time during special subjects (art, physical education, music) for classroom planning, individual instruction, or other teacher responsibilities as circumstances require. The Board agrees to provide five (5) planning periods per week for preparation. Such planning periods are to consist of not less than forty-five (45) minutes. **8-5.0**
- A part time Teacher will share classroom, as well as duty assignments, planning time, and responsibilities in equal proportion to hours worked. **8-6.0**
- The Board agrees that a full-time Teacher shall have a duty-free lunch period daily of not less than thirty (30) continuous minutes. **8-7.0**
- Substitute teachers will be provided for all full-time teachers in any situation of a full day's or days' absence. In the event of an unscheduled absence, the Teacher will notify the school administration as soon as possible prior to the absence. It will be the responsibility of the school administration to arrange for the substitute. Whenever possible, the substitute teacher will be certified in the subject area to which they are assigned. **8-8.0**

## ARTICLE 9

### TEACHER WORK YEAR

The Teacher work year shall be no more than 186 days. **9-1.0**

One (1) Teacher workday each year, prior to the start of school, will be set aside for the Teachers to prepare their classroom(s) for the first day of school. **9-1.1**

All other days are scheduled at the discretion of the Superintendent of Schools and/or his/her designee. **9-1.2**

In the event school is closed due to inclement weather, the Association agrees to make up, at a time mutually agreed upon, those days necessary to meet state minimum requirements. **9-2.0**

The school calendar will be developed by the Superintendent with input from the Association; approval shall be by the Board. **9-3.0**



## **ARTICLE 10**

### **TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS**

A Teacher shall be employed and assigned on the basis of his/her professional qualifications as prescribed by the laws of the State of New Hampshire and the regulations of the New Hampshire Department of Education, for the assignment involved. **10-1.0**

Any notification of a change in a Teacher's assignment should take place at least thirty (30) days prior to the opening of school, whenever possible. **10-2.0**

No reassignment or transfers shall be made without consultation with the Teacher involved. **10-2.1**

A Teacher who desires a change in grade and/or subject assignment may file a statement of such desire with the Superintendent within five (5) school days of the posting. Such statement shall include the grade and/or subject to which the Teacher desires to be assigned. **10-3.0**

The Superintendent may deny requests for reassignment or transfer for just cause. **10-3.1**

Notices of vacancies will be posted on a bulletin board in the Newington Public School and sent to the Association as soon as the Administration is aware of the existence of such vacancies until the close of school each year. **10-4.0**

Vacancy notices shall contain the following information: date of posting, a description of the position, and date by which the application is to be returned. **10-4.1**

## **ARTICLE 11**

### **TERMINATION**

In the event the Board finds it necessary to reduce the number of Teachers in the District, the Board shall retain those Teachers who, based on their evaluation history, are the most qualified Teachers for the system. **11-1.0**

Evaluation history being equal, the Board will retain a Teacher based on seniority. All layoffs shall be in accordance with State laws. In the event of a reduction in the number of students, the Board will make every effort to reassign a Teacher within the school system before a layoff is considered. **11-1.1**

Any Teacher terminated because of a reduction in staff shall have a letter placed in his/her personnel file stating that said Teacher was not offered a new contract because of a reduction in staff. **11-2.0**

Such information shall also be contained in any request for recommendation **11-2.1**

A Teacher terminated due to reduction in force shall have the right to appeal to the Board within ten (10) days of said notification and may follow the procedures established by State law (RSA 189-14 A and B). This Article is not subject to the "grievance procedure" as set forth in Article 3. **11-3.0**

A Teacher who is terminated due to a reduction in force will be notified of vacancies for which he/she is qualified, for a period of fifteen (15) months following the effective date of termination. **11-3.1**

A Teacher may terminate his/her contracts with a forty-five (45) day prior notice. Termination may be sooner upon mutual agreement of the Board and the Teacher. **11-4.0**

## **ARTICLE 12**

### **SABBATICAL LEAVE**

When application for sabbatical is made, a Teacher may be granted “sabbatical leave” under the following conditions: **12-1.0**

The Teacher:

- (1) must have seven (7) continuous years service in the District;
- (2) shall be reimbursed at the rate of one-half (1/2) salary for a full year or full salary for one-half (1/2) year;
- (3) shall submit request for sabbatical leave to the Superintendent, in writing, no later than December 1<sup>st</sup>, and action must be taken on all such requests no later than the third week in February of the school year preceding the school year for which the sabbatical leave is requested;
  - (a) sabbatical leave may be taken for activities which enhance the District and may include, but shall not be limited to, the following: advanced study; travel; church, community, or government service;
  - (b) request for sabbatical shall include a written plan or rationale setting forth the merit/value of such leave to the individual or district;
  - (c) upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.

Compensation:

**12-2.0**

- (1) A Teacher on sabbatical leave shall be paid one-half (1/2) his/her annual salary for a full year sabbatical or full salary for one-half (1/2) year sabbatical; however, in no event shall the Teacher’s earnings during the period of such sabbatical exceed his/her earnings for the previous year as adjusted by increments and raise.
- (2) A Teacher on sabbatical leave shall continue to be covered under the provisions of Article 16, Insurance.

Reporting:

**12-3.0**

A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the Administration, shall be furnished by the individual during the leave period.

Return from Leave:

**12-4.0**

- (1) Upon return from sabbatical leave, a Teacher shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence. No loss of accrued employment rights will result due to the exercise of the provision.
- (2) After completion of a sabbatical leave, a Teacher must return to the District for a period of two years unless agreed otherwise by the Board.

**ARTICLE 13**

**SICK LEAVE**

Each Teacher shall be granted fifteen (15) days per year for personal illness or illness in the immediate family. These days shall be earned at one and one-half (1 ½) days per month to an accumulated total of one hundred eighty (180) days. **13-1.0**

For a Teacher hired after July 1, 2004, total accumulation allowed will be one hundred twenty (120) days. **13-1.1**

In the event of an absence exceeding five (5) days, the Board may require the Teacher to supply a written statement from a physician attesting to the Teacher's illness. The physician's statement should also include when the Teacher is able to return to work. **13-2.0**

In the event of a prolonged absence as a result of accident or illness, the Board may consider circumstances that might warrant extension of full or partial sick pay. If, however, a Teacher suffers personal injury directly related to his/her employment, no expenditure of accumulated sick days will be required, and the Board shall pay the differences between the worker's compensation benefit and the Teacher's regular compensation. **13-3.0**

A sick leave bank is established which entitles a Teacher, for reasons of personal illness, to "borrow in advance" sick leave not yet accumulated, not to exceed fifteen (15) days, to be paid back with future sick leave days at the rate of fifty percent (50%) of the days borrowed over the succeeding two (2) years. **13-4.0**

By November 1<sup>st</sup> of each school year, each Teacher shall receive from the Superintendent's Office a report of sick leave stating the number of sick days accumulated as of June 30<sup>th</sup> of the previous school year. **13-5.0**

## **ARTICLE 14**

### **TEMPORARY LEAVES OF ABSENCE**

A Teacher shall be entitled to personal non-cumulative leaves of absence with full pay, not to exceed three (3) days each school year. Notification, when possible, shall be made in writing at least twenty-four (24) hours in advance. **14-1.0**

Bereavement Leave: A Teacher shall be entitled to leave with pay, of up to five (5) days for bereavement in the event of death of a relative or close friend. **14-2.0**

If an individual is requested by the Superintendent to attend a function on behalf of the Board, such time shall not be charged to the Teacher's personal time. **14-3.0**

The Board should provide professional days for each Teacher to attend workshops, conferences, and other school programs related to classroom teaching and with permission of the Building Administrator, appealable to the Superintendent. **14-4.0**

A Teacher, who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted temporary leave for the period of time he/she is unable to report to work. Notification of such duty shall be submitted with a copy of the subpoena as soon as possible after being received by the Teacher. The Teacher shall be paid the difference between full salary and any jury or witness fee received. **14-5.0**

The Superintendent of Schools may make recommendation for the extension of any of the above leaves, and upon approval of the Board, grant such extensions. **14-6.0**

## ARTICLE 15

### EXTENDED LEAVES OF ABSENCE

Child care leave of up to two (2) years for either natural or adoptive parents shall be granted without pay to a Teacher upon written notice for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the Teacher shall return to the same or similar position. **15-1.0**

A leave of absence without pay or any other benefits of up to one (1) year may be granted to any Teacher for the purpose of caring for a sick member of the Teacher's immediate family. Additional leave may be granted upon recommendation of the Superintendent. **15-2.0**

A Teacher on leave under the provisions of this Article may continue to be covered under the provisions of Article 16, Insurance. Such coverage is contingent upon said Teacher's payment of premiums. Payment is to be made payable to the insurer and remitted to the SAU 50 Office. **15-3.0**

**ARTICLE 16**

**INSURANCES**

The District shall provide the choice of an indemnity, point of service, or health maintenance organization plan. The District shall competitively bid the contract to Blue Cross/Blue Shield, Cigna, Harvard Pilgrim, and SchoolCare. Specifications will be based on: **16-1.0**

- (1) the District’s current Blue Cross/Blue Shield JY plan;
- (2) the District’s Blue Cross/Blue Shield Point of Service plan;
- (3) the District’s Matthew Thornton Health Maintenance Organization plan.

The successful bidder will be chosen by the Board, with input from the Association, based on a significantly lower cost plan that is most comparable to the benefits provided by the current Blue Cross/Blue Shield JY, Blue Cross/Blue Shield Point of Service, and Matthew Thornton HMO plans, with the understanding that every effort will be made to ensure that any new health insurance plan will have the same co-pays, deductibles, and network of providers as the current plans. A committee will be established that includes the Superintendent, two (2) Teachers, one (1) Board member, and the Business Administrator to review bids, give input, and give annual feedback. **16-1.1**

The District will contribute the following percentage of the premium for any full time Teacher: **16-1.2**

|                  | Single | Two Person | Family |
|------------------|--------|------------|--------|
| Indemnity        | 80%    | 80%        | 80%    |
| Point of Service | 85%    | 85%        | 85%    |
| HMO              | 90%    | 90%        | 90%    |

A new Teacher hired after July 1, 2004 may elect only a point of service plan or the HMO for a health insurance plan. **16-1.3**

Any Teacher who decides to move from an indemnity plan to another health insurance plan may not return to an indemnity plan. **16-1.4**

If a Teacher, who has the availability of indemnity plan, should decide as of June 1<sup>st</sup> to select a point of service plan or the HMO plan, the District will annually pay, directly to the Teacher, thirty percent (30%) of the difference in cost between the health insurance plan selected and the indemnity plan, providing that the health insurance plan selected is less costly than the indemnity plan. Amount to be paid equally in December and June. Any benefit shall be prorated to the percentage worked. **16-2.0**

A Teacher, electing not to have health insurance will receive an annual sum of \$2,000. This amount is prorated accordingly to the percentage that a Teacher works. The amount is also prorated if a Teacher should not work the entire school year. Amount to be paid in December and June. A Teacher must notify the Superintendent annually, in writing, by June 15<sup>th</sup> to be eligible to receive this incentive payment. **16-3.0**



The District shall provide one (1) Delta Dental plan (6A) to include single, two-person or family coverage. The maximum liability to the District will be 100% of the actual cost of a single, two person, or family plan. **16-4.0**

Any full-time Teacher electing not to have dental insurance coverage will receive an incentive payment of \$50. The incentive payment to be made will follow the same guidelines as stated in 16-3.0 and associated subparagraphs. **16-4.1**

The District shall provide life insurance amount of three times (3x) the Teacher's annual salary. The District's maximum liability is limited to the premium cost of three times (3x) the Teacher's annual salary. **16-5.0**

The District shall provide Long Term Disability (LTD) insurance coverage to begin eligibility no later than the 91<sup>st</sup> day of the disability at a benefit of not less than 60% of the Teacher's monthly salary. The District will pay 100% of the premium. **16-6.0**

The District will provide for premium conversion as defined under the Internal Revenue Service Code Section 125. The District will be responsible for the associated costs of creating and administering employee reimbursable accounts. **16-7.0**

The reimbursable accounts available to the Teacher may include a Health Care Reimbursable Account and/or Dependent Care Account in accordance with the guidelines and procedures set forth by the Internal Revenue Service. **16-7.1**

The Board need not provide coverage as stipulated in 16-1.0 and 16-4.0 if the Teacher is covered under the same or similar health and/or dental plan. If a teacher is found to have dual coverage, the teacher must reimburse the Board an amount equal to the premiums paid by the Board during this time. **16-8.0**

If a Teacher should leave the District, the Teacher agrees to reimburse the District an amount equal to any benefits that have been extended to the Teacher, but not fully earned. Upon notification to the Teacher, excess funds due to the District will be taken from the Teacher's final paycheck. **16-9.0**

## ARTICLE 17

### PROFESSIONAL REIMBURSEMENTS

The Board agrees to provide advance funding to a Teacher for courses, workshops and/or conferences and/or action research as defined in the District's Professional Development Master Plan to a maximum of \$1,000 per year. **17-1.0**

No Teacher will be reimbursed for more than eight (8) credits per contract year. No Teacher shall receive more than eight (8) credits times the current UNH in-state graduate credit rate for all professional growth activities.

In order to receive advance funding, a Teacher agrees to provide appropriate evidence of tuition costs or workshop/conference fee. Any Teacher receiving advance funding in advance for an approved course or other staff development activity will sign a statement of agreement to reimburse the District should the Teacher fail to complete the activity satisfactorily. Such moneys to be reimbursed may be withheld from salary. A Teacher must provide a copy of transcript or grade report or, in the case of conferences and workshops, a completed *Workshop Evaluation Form* and evidence of payment. **17-2.0**

Staff Development: **17-3.0**

- (1) Each Teacher is expected to complete the required number of staff development hours defined by the State for renewal of their License.
- (2) Before the close of each school year, each Teacher shall be notified in writing of the following:
  - (a) accumulated degree credit hours to date;
  - (b) accumulated staff development hours to date;
  - (c) the date of recertification for renewal of State certification.

## **ARTICLE 18**

### **RETIREMENT**

- For any Teacher who has worked a minimum of eleven (11) years (continuous to retirement) in the District, and who voluntarily retires from the District under the New Hampshire Retirement regulations, the District will pay a stipend sum equal to the total of the Teacher's years of continuous service in the District, multiplied by \$1,000 with a maximum retirement stipend of \$17,000. **18-1.0**
- A Teacher eligible for payment under Article 18-1.0 may request such payment be made over a period of two (2) years at a rate of fifty percent (50%) of the entitlement the first year and remaining fifty percent (50%) of the entitlement the second year. **18-2.0**
- If an eligible Teacher wishes to exercise the two (2) year payment option, the Teacher must provide written notification to the Superintendent of Schools of his/her intent to retire by November 15<sup>th</sup> prior to the year of the first payment. **18-2.1**
- The first year payment will be made only after the eligible Teacher has signed and returned a teaching contract for the second payment year, with a signed acknowledgement that he/she may no longer reverse his/her decision to retire the following year and that the retirement letter will be considered a binding contract. Both the first and second year installment payments shall be made by June 30<sup>th</sup>. **18-2.2**
- This two (2) year option may not be exercised by any Teacher for a reason other than retirement, and the Teacher must retire in accordance with the New Hampshire Retirement System regulations. **18-2.3**
- If a Teacher should not elect the two (2) year option, the retirement stipend, as mentioned in 18-1.0, will be paid on or before June 30<sup>th</sup> of the calendar year in which the Teacher retires; providing a written notification of pending retirement was received by the Superintendent of Schools no later than November 15<sup>th</sup> of the fiscal year preceding the last year of employment. **18-3.0**
- For either the one (1) or two (2) year retirement option, if a Teacher is unable to give such timely notification, the retirement stipend will be paid in the first fiscal year in which an appropriation for the stipend is made. **18-3.1**
- A part time Teacher, who is eligible to receive a retirement stipend, shall receive a pro-rated amount equivalent to the percentage of time that the Teacher worked. **18-4.0**
- Notwithstanding any other provision in this Agreement, payment to a Teacher under this section shall be delayed until at least 120 days after the Teacher's retirement in such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. **18-5.0**
- The Board may periodically, at its discretion, offer a retirement incentive package. **18-6.0**

## ARTICLE 19

### CONTRACTS AND SALARY

A Teacher shall be placed on the salary schedule in accordance with the Teacher's years of experience, degree conferred, and the number of credits earned after said degree, unless specifically noted in 19-1.4 and associated subparagraphs. **19-1.0**

A Teacher who worked in the District one (1) day more than half of the negotiated Teacher school year, as a certified Teacher in the preceding year, will be entitled to a step increase. Or, if the Teacher is not on the salary schedule, the Teacher will receive the incremental increase, as stipulated in 19-1.4 and associated subparagraphs, in the succeeding year. **19-1.1**

A Teacher who did not work one (1) day more than half the negotiated Teacher school year, as a certified Teacher for the preceding year, will not be entitled to the movement of a step on the salary schedule or the incremental increase, as stipulated in 19-1.4 and associated subparagraphs, for the succeeding year. **19-1.2**

A Teacher shall be given full credit on the salary schedules set forth in the appendices for full years of outside teaching experience in any public or private school accredited by a recognized accreditation agency. **19-1.3**

The following formula will be used to determine a Teacher's salary: **19-1.4**

(1) for a Teacher with 11 (12th step) or less years of experience, the Teacher will be placed on the appropriate step and degree status in accordance with salary schedules for the respective years of 2013-14, 2014-15 or 2015-16. **19-1.4.1**

(2) for a Teacher with greater than eleven (11) years of experience, the Teacher will have his/her prior year's salary multiplied by: **19-1.4.2**

2013-14: 2.0%

2014-15: 2.0%

2015-16: 2.0%

(3) for a new Teacher entering the District, the Teacher will be put on the applicable years of experience step after determination of his/her years of experience. No Teacher new to the District will be compensated at a rate greater than the 12<sup>th</sup> step (regardless of years of experience) with applicable advanced degree stipend, if eligible. **19-1.4.3**

The salary schedule is based upon the regular school calendars and the normal teaching assignment as defined in the Agreement. For teaching assignments in excess of the regular school calendar, a Teacher shall be paid a negotiated daily rate. **19-2.0**

In the event a new extra duty position is created during the term of this Agreement, the salary for said position shall be negotiated. **19-2.1**

A Teacher shall be paid biweekly and may elect to be paid under one (1) of three (3) options. To change a salary payment option, a Teacher must submit to the Superintendent's Office, before the close of business on February 15<sup>th</sup>, a written request stating the payment option requested for the next fiscal year. **19-3.0**

The available salary payment options are as follows: **19-3.1**

- (1) annual salary divided by twenty-six (26) installments and paid over twelve (12) months.
- (2) annual salary divided by twenty-six (26) and paid over the school year with the remaining portion representing the balance payable prior to June 30<sup>th</sup>.
- (3) annual salary to be divided into twenty-one (21) installments in order that the final installment can be made prior to June 30<sup>th</sup>.

For a Teacher hired after July 1<sup>st</sup>, 2010, in order to progress horizontally on the salary schedule, degree credits must have been earned subsequent to the date of the last degree conferred. Such additional credits must have been earned from course work which was educationally related to this Teacher's professional responsibilities. **19-4.0**

For advancement to a higher degree track on the salary schedule, a Teacher must notify the Superintendent in writing prior to the close of business on December 1<sup>st</sup> of the year prior to when the Teacher would be completing stipend requirements and consequent salary advancement was anticipated. **19-4.1**

The original employment contract must be signed by the Teacher and returned to the Superintendent within fifteen (15) days of the date of issuance. **19-5.0**

If the signed employment contract is not received within fifteen (15) days of the date of issuance, it will be presumed that the Teacher is declining employment and that position will be declared vacant. **19-5.1**

A Teacher who signs an employment contract with the Board and gives written notice on or prior to July 15<sup>th</sup> of intent to resign will not be released from the employment contract until a suitable replacement has been found or forty-five (45) days have expired. **19-5.2**

After July 15<sup>th</sup>, a Teacher who signs an employment contract with the Board shall be released from the employment contract only at the discretion of the Board and will be expected to work in his/her professional capacity for the ensuing school year. **19-5.3**

Should a Teacher's contract be terminated prior to the expiration date, the Teacher must repay to the District any excess moneys, if there are any, received for teaching services not yet rendered on a per diem basis. **19-6.0**

The following verified full time combined public (including District) and/or private school teaching experience shall be counted as years of experience on the salary schedule. Full-time experience is defined as full working days for pay for more than 93 days in a school year during the period of public and/or private teaching. **19-7.0**

A new Teacher must submit verification within thirty (30) days of the beginning of employment in order to receive experience credit. If a Teacher has extenuating circumstances that justify the failure to submit verification within the allotted time, the Teacher may appeal to the Superintendent. Verification shall be submitted on a form provided by the District. **19-7.1**

Public School Teaching Experience:

**19-7.2**

- (1) teaching experience in New Hampshire, including prior District experience;
- (2) teaching experience for public school teaching outside of the State of New Hampshire, but within the United States provided that the experience is earned with a minimum of a Bachelor's Degree;
- (3) out-of-state experience, which shall include special state/federal schools, state/federal colleges and universities, and state/federal/community/junior colleges of the United States and its possessions and American dependent schools under the Department of Defense/Department of State.

Substitute Teaching Experience:

**19-7.3**

- (1) must meet qualifications of either public school teaching or private school teaching;
- (2) must have substituted for more than 94 days in one (1) specific class setting in any given year. Days substituting in more than one (1) class setting in excess of 94 days will not be given credit

Private School Teaching Experience:

**19-7.4**

- (1) teaching experience in a private school accredited by a District recognized accreditation agency which includes, but is not limited to the following: Middle States Association of Colleges and Secondary Schools; New England Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Colleges and Secondary Schools; Southern Association of Secondary and Higher Schools; Western Association of Colleges and Secondary Schools; Department of Education of State in which employee taught; Department of Defense/Department of State;
- (2) employees must have held a State-issued teaching certificate during the period of private school employment;
- (3) teaching experience for private school teaching provided that the experience is earned with a minimum of a Bachelor's Degree during the period of private school employment;
- (4) the private school must operate a regular session, with three (3) or more teachers, encompassing more than one grade level;
- (5) recognition of private school teaching experience may be phased in over a five (5) year period as follows, at the sole discretion of the Superintendent.

A Teacher may receive credit for full time work experience, as approved by the Superintendent, at the Superintendent's sole discretion. Such life experience shall be limited to a maximum of three (3) years.

**19-8.0**

Life work experience credited by the Superintendent is non-grievable and not subject to arbitration. Life experience is only given to a new Teacher who does not have any prior teaching experience, as outlined in 19-7.2, 19-7.3 and 19-7.4.

**19-8.1**

## ARTICLE 20

### MISCELLANEOUS PROVISIONS

- If any provision of this Agreement or any application of this Agreement to any Teacher or group of Teachers be found contrary to law, then such provisions 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 and effect. **20-1.0**
- This Agreement shall be construed as a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy. **20-2.0**
- The Board agrees not to negotiate with any Teachers' group or association other than the designated unit in regard to any matter subject to negotiation under Article 1-1.0 of this Agreement as long as the Association shall represent a majority of the professional employees of the Newington School District. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual Teacher or group of Teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any Teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board. **20-3.0**
- This Agreement may not be modified, in whole or in part, by the parties, except by an instrument in writing, duly executed by both parties. **20-4.0**
- Copies of this Agreement will be provided by the Board at its expense and a copy will be given to each Teacher by the opening of school in September. Further, the Board shall furnish five (5) copies of the Agreement to the Association for its use. **20-5.0**
- Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party may do so by certified mail. **20-6.0**
- This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendment to the Agreement. **20-7.0**
- Any employment contract between the Board and an individual Teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an employment contract contains any language inconsistent with this Agreement, this Agreement shall be controlling. **20-8.0**
- This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions established policies of the Board. **20-9.0**
- This Agreement is binding upon the Board and Association, including members, and shall be given full force and effect. **20-10.1**

ARTICLE 21

DURATION OF THE AGREEMENT

This Agreement shall become effective as of July 1, 2013, and shall continue and remain in full force and effect until June 30, 2016; subject to either the Board's or the Association's right to negotiate a successor agreement as set forth in Article 2. **21-1.0**

The Board agrees to furnish the Association all available information concerning the financial reports, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, school census information, names, addresses and telephone numbers of all Teachers, educational background and placement upon the salary schedule of all Teachers and other information as will assist the Association in developing constructive proposals and programs on behalf of the Teachers and their students, and also any information which may be necessary for the Association to process any grievance of complaint. **21-1.1**

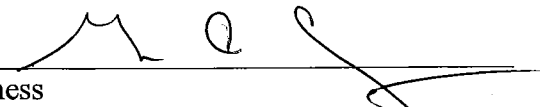
Any extension must be mutually agreed upon in writing by both the Board and Association to the Agreement, and, unless such extensions are agreed upon, this Agreement will expire on the date indicated herein. **21-1.2**

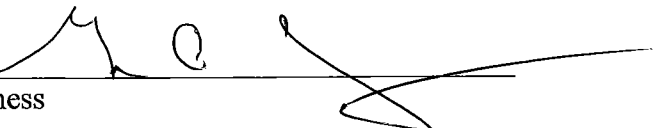
This Agreement, and all matters or issues collateral to the Agreement, shall be by and construed in accordance with the laws of the State of New Hampshire. **21-1.3**



The Board and the Association agree to begin negotiations on a successor Agreement no later than September 1, 2015. **21-2.0**

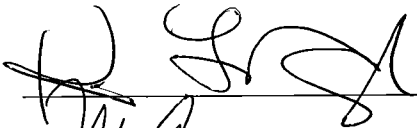
Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. **21-3.0**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 13<sup>th</sup> day of November, 2012.

Witness  


Witness  


  
\_\_\_\_\_  
Annabelle Moore  
  
\_\_\_\_\_  
School Board Members

  
\_\_\_\_\_  
M. Guare  
Teachers' Representatives

11-13-12  
\_\_\_\_\_  
Date



**NEWINGTON SCHOOL DISTRICT**  
**EMPLOYMENT CONTRACT**

1. **Preamble.** This Employment Contract, hereinafter called the “Contract,” is entered into this 1st day of July, 201X; between the Newington School Board, hereinafter called the “Board,” and JANE DOE, hereinafter called the “Teacher.”
  
2. **Employment and Term.** The Board agrees to and does employ the Teacher for 186\* days for the period July 1, 201X through June 30, 201X inclusive; at the salary of \$XX,XXX.XX to be paid in accordance with **Pay Plan** XX (X), for the subject area the Teacher is hired to teach, commencing on \_\_\_\_\_ 201X, with the last installment to be paid in June 30, 201X.
  
3. **Authority and Responsibility.** The Teacher agrees to work for the Board for said period and agrees to conform to and carry out all of the laws and all lawful rules and regulations including adopted Board policies which may be enacted relative to the conduct of schools, employees and/or students and to perform such other co curricular activities as may be required by his/her supervisor.
  
4. **Certification.** The Teacher shall be required to hold for the life of this Contract a valid certificate in the area of education, properly registered and issued by the State of New Hampshire. The Teacher hereby warrants that he/she is qualified by a certificate, license or permit issued by the State of New Hampshire and is a “Highly Qualified Teacher” in the subject or subjects, which he/she is employed to teach.
  
5. **Termination.** The Board may, without liability, terminate this Contract in accordance with the Revised Statutes Annotated of the State of New Hampshire, Chapter 189, and any amendments thereto. This Contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is a Teacher.
  
6. **Resignation.** A Teacher who signs a Contract with the Board and gives written notice on or before July 15<sup>th</sup> of intent to resign will not be released from the Contract until a suitable replacement has been found or forty-five (45) days have expired from the date of the written notice.  

After July 15<sup>th</sup>, a Teacher who signs a Contract with the Board shall be released from the Contract only at the discretion of the Board and will be required to work in his/her professional capacity for the ensuing school year.
  
7. **Terms and Conditions.** All of the terms and conditions of the Collective Bargaining Agreement (CBA) dated July 1, 2013-June 30, 2016, and any amendments thereto, are incorporated herein by reference and made a part of this Contract.

8. **Savings Clause.** This Contract is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Any portion of this Contract, declared invalid, under the laws of the State of New Hampshire or of the United States of America shall not affect the validity of the remainder of the Contract.

IN WITNESS WHEREOF the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 201X.

\*Shall mean school days defined by the New Hampshire State Board of Education Regulations.

BY:

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Teacher

Only one (1) of the following two (2) scenarios will appear on an employee's contract.

Salary calculation for employees with eleven (11) years of experience or less:

|                            |                              |
|----------------------------|------------------------------|
| Step: <u>  X  </u>         | YOE: <u>  XX  </u>           |
| 201Y-201Z Base Salary:     | <u>  \$XX,XXX.XX  </u>       |
| 201Y-201Z Degree Stipend   | <u>      X,XXX.XX  </u>      |
| 201Y-201Z Salary Subtotal: | <u>  XX,XXX.XX  </u>         |
| 201Y-201Z Percent Employed | <u>                  XX%</u> |
| 201Y-201Z Annual Salary    | <u>  \$XX,XXX.XX  </u>       |

Salary calculation for employees with greater than eleven (11) years of experience:

|                            |   |
|----------------------------|---|
| Step: <u>  X  </u>         | YOE: <u>  XX  </u>                          |
| 201X-201Y Contract Salary: | Degree: <u>  X  </u> <u>  \$XX,XXX.XX  </u> |
| 201Y-201Z Escalation (CBA) | <u>                  XX%</u>                |
| 201Y-201Z Salary Subtotal: | <u>  XX,XXX.XX  </u>                        |
| 201Y-201Z Percent Employed | <u>                  XX%</u>                |
| 201Y-201Z Annual Salary    | <u>  \$XX,XXX.XX  </u>                      |

## NEWINGTON SALARY SCHEDULE

## FOR CONTRACT YEAR

## 2013-2014

| <b>STEP</b> | <b>B</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> |
|-------------|----------|----------|-------------|-------------|
| 1           | 40,818   | 41,757   | 42,227      | 42,696      |
| 2           | 43,043   | 44,033   | 44,528      | 45,023      |
| 3           | 45,272   | 46,313   | 46,834      | 47,354      |
| 4           | 47,500   | 48,593   | 49,139      | 49,685      |
| 5           | 49,725   | 50,869   | 51,440      | 52,012      |
| 6           | 51,950   | 53,144   | 53,742      | 54,339      |
| 7           | 54,177   | 55,423   | 56,047      | 56,670      |
| 8           | 56,403   | 57,700   | 58,349      | 58,997      |
| 9           | 58,631   | 59,979   | 60,653      | 61,328      |
| 10          | 60,856   | 62,256   | 62,956      | 63,655      |
| 11          | 63,084   | 64,535   | 65,260      | 65,986      |
| 12          | 65,558   | 67,065   | 67,819      | 68,573      |

Teacher(s) who have taught in Newington the prior year and have more than eleven (11) years of teaching experience should please see Article 19-1.4.2 for determination of salary.

**NEWINGTON SALARY SCHEDULE**  
**FOR CONTRACT YEAR**  
**2014-2015**

| <b>STEP</b> | <b>B</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> |
|-------------|----------|----------|-------------|-------------|
| 1           | 41,635   | 42,592   | 43,071      | 43,550      |
| 2           | 43,904   | 44,914   | 45,419      | 45,923      |
| 3           | 46,177   | 47,239   | 47,770      | 48,301      |
| 4           | 48,450   | 49,565   | 50,122      | 50,679      |
| 5           | 50,719   | 51,886   | 52,469      | 53,053      |
| 6           | 52,989   | 54,207   | 54,817      | 55,426      |
| 7           | 55,261   | 56,532   | 57,167      | 57,803      |
| 8           | 57,531   | 58,854   | 59,516      | 60,177      |
| 9           | 59,803   | 61,179   | 61,867      | 62,554      |
| 10          | 62,073   | 63,501   | 64,215      | 64,929      |
| 11          | 64,346   | 65,826   | 66,566      | 67,306      |
| 12          | 66,869   | 68,407   | 69,176      | 69,945      |

Teacher(s) who have taught in Newington the prior year and have more than eleven (11) years of teaching experience should please see Article 19-1.4.2 for determination of salary.

## NEWINGTON SALARY SCHEDULE

## FOR CONTRACT YEAR

2015-2016

| <b>STEP</b> | <b>B</b> | <b>M</b> | <b>M+15</b> | <b>M+30</b> |
|-------------|----------|----------|-------------|-------------|
| 1           | 42,467   | 43,444   | 43,933      | 44,421      |
| 2           | 44,782   | 45,812   | 46,327      | 46,842      |
| 3           | 47,101   | 48,184   | 48,726      | 49,267      |
| 4           | 49,419   | 50,556   | 51,124      | 51,693      |
| 5           | 51,734   | 52,924   | 53,519      | 54,114      |
| 6           | 54,048   | 55,291   | 55,913      | 56,535      |
| 7           | 56,366   | 57,663   | 58,311      | 58,959      |
| 8           | 58,681   | 60,031   | 60,706      | 61,381      |
| 9           | 60,999   | 62,402   | 63,104      | 63,805      |
| 10          | 63,315   | 64,771   | 65,499      | 66,227      |
| 11          | 65,633   | 67,142   | 67,897      | 68,652      |
| 12          | 68,206   | 69,775   | 70,559      | 71,344      |

Teacher(s) who have taught in Newington the prior year and have more than eleven (11) years of teaching experience should please see Article 19-1.4.2 for determination of salary.