

AGREEMENT
BETWEEN
THE NEWMARKET TEACHERS' ASSOCIATION
AND
THE NEWMARKET SCHOOL BOARD

DURATION
JULY 1, 2022
TO
JUNE 30, 2025

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ARTICLE I - RECOGNITION

For the purpose of collective negotiations, the Board recognizes the Newmarket Teachers Association as the exclusive representative of all teachers under a written teacher contract with the Newmarket School District.

The term teacher does not include Superintendent, Assistant Superintendent, Principals, Guidance Directors, Teacher Consultants, Business Administrator, Curriculum Coordinator, Technology Director, Special Education Coordinator, and School to Career Coordinator, but will include School Nurse, Librarian, Data Manager, Speech-Language Pathologist, School Psychologist and Guidance Counselor.

The Association agrees to represent all teachers under a written teacher contract in the Newmarket School District designated above without discrimination and without regard to membership in the Association.

Notwithstanding any other provision in this Agreement, the Board has sole authority, jurisdiction and discretion to contract with individuals, companies or agencies to provide speech-language pathologist and school psychologist services that otherwise would be performed by persons employed in this bargaining unit only in the event that the Superintendent determines that no qualified candidate is available to be employed in a bargaining unit position. The Superintendent shall make such determinations annually for contractors of more than 50% full-time equivalency.

ARTICLE II - NEGOTIATIONS PROCEDURE

The Board and the Association agree to enter into collective negotiations over an agreement in accordance with RSA 273-A New Hampshire Laws.

In the event of an impasse, the cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be equally shared by the Board and the Association. Either party may utilize the services of P.E.L.R.B.

No later than September 1, prior to the expiration date of this agreement, either party may submit to the other, written notice of its intention to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Every reasonable attempt will be made by both parties to reach an agreement by December 1.

Upon request, the Board shall make available to the Association all pertinent non-confidential data and information of the district in the public domain.

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

Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the annual meeting.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION:

1. A grievance shall mean a complaint by a teacher(s) under a written teacher contract, or the Association that there has been an alleged violation, misinterpretation, or inequitable application of any of the provisions of this agreement. 2. An "aggrieved person" or grievant is the person (or persons) or the Association making the complaint. 3. The term "days" when used in this article shall mean working days. 4. Read "Initiation and Processing" new language (1b.)

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the terms of this agreement.

C. STRUCTURE

1. The building principal is designated as the administrative representative for Level One Procedure.
2. The Superintendent is designated as the administrative representative for Level Two Procedure. The Superintendent may select additional persons to assist in his/her function.
3. A grievance may be withdrawn at any level.

D. INITIATION AND PROCESSING:

1.
 - a. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of when the grievant should have reasonably known of its occurrence. Nothing in this procedure shall prevent the Association from representing any grievant under this procedure at Level One and beyond. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant(s) to proceed to the next level. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.
 - b. Year-end and Summertime Grievances: When year-end and summertime grievances occur, they shall be reduced to writing within 20 calendar days of when the grievant should have reasonably known of its occurrence and be introduced at a Level 1 (Principal's level) of the grievance procedure. The Principal shall meet with the grievant. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) calendar days, he/she shall set forth his/her grievance in writing to the Principal specifying: (a) the nature of the grievance and the date occurred; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury and loss or inconvenience; (d) the result of previous discussions; his/her dissatisfaction with the decisions previously rendered; (f) the remedy sought. (see appendix A, p.15 format)
 - c. The grievance will move along following the process (Levels) as outlined in this agreement. As for the timeline, calendar days, not school days, will apply for all "year-end, summertime grievances."
 - d. A good faith effort will be made to resolve by September 1, all summertime grievances begun by July 1.
 - e. Grievances of decisions by the Superintendent or the School Board may be initiated at Level Two.
2. Level One – Principal
 - a. The teacher who has a grievance, in partnership with the Association shall discuss it first with the principal in an attempt to resolve the matter.
 - b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Association within five (5) school days, the Association shall set forth the grievance in writing to the principal specifying: (a) the nature of the grievance and the date occurred; (b) the specific provision of the agreement alleged to have been violated; (c) the nature and extent of the injury and loss or inconvenience; (d) the result of previous discussions; (e) his/her dissatisfaction with the decisions previously rendered; (f) the remedy sought (see appendix A, p.15 format).
 - c. The principal shall communicate his/her decision to the teacher and the Association in writing within five (5) school days of receipt of the written grievance.
3. Level Two – Superintendent
 - a. If the grievance is not resolved to the Association's satisfaction, no later than five (5) school days after receipt of the principal's decision they may appeal the principal's decision to the Superintendent of Schools. The appeal must be made in writing, reciting the matter submitted to the principal, as specified in (a) through (f) above stating the grievant's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the grievant and the Association to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the grievant and the Association and the principal within five (5) school days.
4. Level Three – School Board
 - a. If the grievance is not resolved to the Association's satisfaction, the Association, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The

request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall hold a hearing with the Association within ten (10) school days of the request and render a decision in writing within fifteen (15) school days of the hearing.

5. Level Four – Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the Association, and the grievant wishes review by a third party, he/she shall so notify the Association within five (5) school days of receipt of the Board's decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Board, through the Superintendent, within ten (10) school days of receipt of the Board's decision.

E. SECURING PROCEDURE:

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

1. A request shall be made to the American Arbitration Association to submit a roster of persons qualified to as arbitrators in the dispute in question.
2. If the parties within five (5) school days are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a second roster of names.
3. If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or the Federal Mediation and Conciliation Service may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to nor subtract anything from the Agreement between the parties. The findings and decision of the arbitrator shall be final and binding on the Association, the grievant and the Board.
5. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report, said report of findings and decisions to be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

F. RIGHTS OF TEACHERS TO REPRESENTATION:

1. At level one (1) and beyond the Association must process all grievances.
2. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance. In communication with any prospective employer, the administration shall not initiate reference to the filing of a grievance by a certified teacher.
3. Personnel Files - All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
4. Forms to be used for processing grievances shall be prepared jointly by the School Board and the Association and will be found in Appendix A.

G. GROUP GRIEVANCES:

If a grievance affects a group or class of certified teachers, the teachers may submit a joint grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

H. COSTS:

The fees and expenses of the arbitrator will be shared equally by the School District and the Newmarket Teachers Association.

ARTICLE IV - COMPENSATION AND FRINGE BENEFITS

A. SALARY SCHEDULES:

Salary schedules for each year of this Agreement are in Appendix B.

B. PLACEMENT ON SALARY SCHEDULE:

1. Experienced Teachers Entering the District: An experienced teacher coming into the district shall be placed on the salary schedule at a step consistent with the number of years of previous experience in a relevant certified position. All teachers shall be placed on the appropriate education level as determined by transcripts from accredited institutions of higher education. Subject to Articles IV(B)(3) and VIII(E)(7), each teacher who is not already at the top step of the salary schedule will advance one step in 2022-23, one step in 2023-24, and one step in 2024-25.
2. Placement on Advanced Education Column:
 - a. Placement on an advanced education column may change only at the start of the first or the second semester. To be eligible for placement on an advanced education column, the teacher must have completed all necessary graduate credits and notify the Superintendent in writing prior to September 1st (for the first semester) or prior to January 1st (for the second semester) of the school year. Also, notice of anticipated change in a teacher's education column must be submitted to the Superintendent in writing by October 1 of the school year before the anticipated change. The Superintendent may grant credit for undergraduate courses in the teacher's field of teaching when there is a benefit to both the teacher and the School District. As of July 1, 2013, credits for placement on an advanced education column must be graduate credits, earned with a grade of B or better. These credits must have been earned from the University of New Hampshire or any institution accredited by the New England Association of Secondary Schools and Colleges or a similar agency. Credits approved prior to July 1, 2013, still will be in good standing.
 - b. Actual salary adjustments will not take place until transcripts are on file and verified at the SAU office.
3. Subject to Article VIII(E)(7), a teacher who has taught for ninety (90) days or longer in the prior school year will advance on the salary schedule as follows: 1 step in 2022-23, 1 step in 2023-24, and 1 step in 2024-25.
4. Part-time Certified Personnel

High School

Based upon a 7 Period Day:

- 1 class period 17%
- 2 class periods 33%
- 3 class periods 50%
- 4 class periods 67%
- 5 class periods 83%
- 6 class periods 100%

Elementary School

Based upon a 5 Day Week:

- 1 day 20%
- 2 days 40%
- 3 days 60%
- 4 days 80%
- 5 days 100%

C. STIPENDS AND ADDITIONAL COMPENSATION

1. The administration will develop a committee to review stipends associated with after school activities such as coaching, advising, etc. to ensure there is fair and equitable compensation provided for said responsibilities by fiscal year 2025. The committee will review regional comparison school stipend schedules (if available) to ensure that stipends offered at Newmarket for comparable responsibilities are fair and equitable. The committee will also develop a process for considering the addition and sunsetting of clubs being offered. A recommendation will be completed by September 1, 2022 so that funding in full or in part can be included in the FY24 budget development process. To mediate the impact of this plan, full implementation may occur over two fiscal years.
2. To recognize staff that are able and willing to provide coverage for another teacher during their planning or lunch period, teachers will receive \$40 per planning period and \$20 per lunch period for this coverage. Coverage will be pre-approved and assigned by the administration and timecards will be submitted to the building administration for payment on the last school day in October, December, February, April, and June.

D. PAY PERIODS:

1. Teachers shall be paid every two weeks, beginning with the first Friday at the close of the first week of

school. Each teacher will have one of the following options:

- a. Salary paid every two (2) weeks (21 pay periods), September through June.
 - b. Payment schedule of twenty-six (26) pay periods with the last pay day in June to include a lump sum check for the remaining payments for July and August.
 - c. Payment schedule of twenty-six (26) pay periods with the last pay day in June to include five checks for the remaining payments for July and August.
2. The method of annual payment must be determined by the individual, upon the return of a signed contract. No changes will be accepted after July 1 of the preceding school year.
 3. When a payday falls on a holiday/vacation, payment will be made using direct deposit or the teacher will provide stamped, self-addressed envelopes for checks.
 4. The yearly pay schedule will be posted in each building by July 1.
 5. Should extenuating circumstances arise that require an adjustment to the schedule, employees will be notified in a timely manner by the payroll office.

E. LEAVES:

1. Sick Leave:
 - a. Sick leave will be granted at the rate of 14 days per year and accumulate to 125 days. Sick leave shall be interpreted to mean absence due to personal illness or serious illness in the immediate family as defined under "Bereavement". The superintendent may require after 3 consecutive school days a statement from a physician certifying the illness or accident. When a teacher's accumulated sick leave exceeds 90 days and the teacher is eligible to collect benefits from the long-term disability insurance, the teacher's salary shall be diminished by the amount of the insurance benefit as computed on a daily basis.
 - b. Sick Day Buy-Back: Teachers may elect to return up to 7 of their 14 annually provided sick days for reimbursement, at the substitute's rate of pay in the year in which the request is made. Teachers who have accumulated by July 1 one hundred twenty-five (125) or more sick days at the time of notice to buy-back will be able to return up to 7 days at the rate of \$25 over and above the substitute's rate of pay. Notice of intent to return sick days will be made to the district using a form that is distributed and due by December 15th. The sick day reimbursement shall be made by separate check in July of the following year. Teachers must be under contract until the end of the school year to receive this benefit.
 - c. Sick Leave Bank:
 - i. Any member of the bargaining unit who elects to participate in the sick Leave Bank may donate one (1) day per year of the member's sick leave days to the Sick Leave Bank.
 - ii. Sick Bank Procedures (see Appendix E p. 23) The days borrowed will be paid back to the bank by the borrowing employee at a rate of three (3) or more days per year, on October 15th. In the event an employee leaves the district while still owing time to the bank, such time will be repaid in cash. These remaining days will be paid at the substitute's rate of pay. Such repayment will be waived in cases where an employee's separation from employment with the District is due to death or permanent disability. It may also be waived on a case-by-case basis, as determined by the Sick Bank Committee.
 - iii. The maximum number of days in the Sick Day Bank shall be set at two (2) times the number of eligible members.
 - iv. The NTA shall notify staff members that donations must be submitted by October 15th. Any staff member hired after October 15th shall have two (2) weeks from the day he/she assumes their duties to voluntarily donate one (1) day to the Sick Day Bank. The NTA will notify the SAU of donating staff as well as staff in need of using Sick Bank Days. The SAU will maintain an account of days submitted and deducted for District financial purposes. At the end of the academic year, the remaining number of donated days will carry over to the following academic year. In the event that the Sick Day Bank falls below a total of seventy-five (75) days in any contract year, staff members may contribute up to seventy-five (75) days once in that year.
 - v. The Sick Bank Chair and Association President will be routinely notified of the total number of days in the bank and repayments made to the bank as prescribed.
2. Personal leave will be granted at the rate of three (3) days per year for personal, family, religious or legal

business that cannot be conducted outside work hours. The principal shall be notified in writing, except in the case of emergencies. Personal leave shall not be granted on the day immediately prior to or immediately following a school holiday or school vacation, except by permission of the superintendent after the teacher provides a reason for the personal leave that the superintendent finds satisfactory. Personal leave is not accumulative.

3. Bereavement Leave: Five (5) days paid bereavement will be afforded to any employee who suffers the death of any member of the employee's immediate family. Immediate family shall be interpreted to mean: spouse, life partner, significant other, children/dependents, father, mother, father-in-law, mother-in-law, grandparents or siblings. The parties recognize that the precise scope of the term "significant other," to the extent not otherwise specifically defined in this agreement, must be determined on a case-by-case basis pursuant to the sound discretion of the responsible administrator in consultation with the Superintendent. The District will exercise this discretion in good faith under all of the applicable circumstances.
4. Childbearing Leave: Disability or illness due to pregnancy, childbirth, or related medical conditions shall be treated the same as disability or illness due to any other cause.
5. Child-Rearing Leave: Child-rearing leave without pay for either natural or adoptive parents who have completed at least one (1) school year of teaching in the Newmarket School District shall be granted upon written application for said leave, pursuant to the guidelines set forth in the Leave of Absence section of this Agreement. The length of said leave to be defined as the remainder of the school year in which the child was born or received and up to one (1) full additional school year.
6. Sabbatical Leave:
 - a. A certified teacher of the school district having served the district for seven (7) or more years, shall be eligible for sabbatical leave. Sabbatical leave may be granted to not more than one (1) teacher per year.
 - b. Sabbatical leave will be granted for additional study at an accredited institution of higher learning, teacher exchange programs, and other purposes deemed appropriate by the Board.
 - c. Sabbatical leave may be granted for the full academic year or one semester (1/2 year).
 - d. Should there be a number of eligible requests, the Board will award the available leave on the basis of merit of the proposal and years of experience in Newmarket. Requests for sabbatical leave must be submitted to the Superintendent no later than October 30th preceding the school year of leave.
 - e. Sabbatical leave shall be at fifty percent (50%) salary and full benefits, except sick leave and other temporary leaves, for the duration of the sabbatical.
 - f. The teacher shall agree to return to the service of the school district for two (2) school years at the appropriate salary step, as if he/she had not been on leave. Upon return, whenever possible, the teacher shall be placed in the position he/she left.
 - g. Should circumstances arise which would preclude a teacher's taking the sabbatical leave, notification shall be given to the Superintendent at least 60 days prior to initiation of leave. In such case the teacher shall be retained in his/her regular teaching position.
7. Leave of Absence:
 - a. A leave of absence for a continuous school year or any portion thereof without pay or other benefits may be granted by the Board upon the recommendation of the Superintendent and principal well in advance, except in the case of emergency.
 - b. Normally within 10 days of the Board's decision written notice shall be given to the teacher.
 - c. All benefits to which a teacher was entitled at the start of his/her leave, including unused sick leave shall be restored upon return. Upon return, if possible, the teacher shall be placed in the position he/she left.
 - d. The teacher granted a leave of absence may arrange with the SAU Office to continue all applicable insurance programs by making personal payment. Such payments would be made by the teacher to the SAU Office at least 15 days in advance of the month due. In keeping with present employment practices relating to certified teachers' nominations and elections, certified teachers on leave will receive a contract and return of same on a stipulated date will be notification of return.
 - e. For leave of absence less than one year, benefits will be prorated.
8. Jury Duty Leave: In the event a teacher is called for Jury Duty or is subpoenaed as a witness, said teacher shall be granted leave for this purpose. The District agrees to pay the differences between the teacher's per diem salary and any sums the teacher receives from the court, exclusive of travel. Employees who are

subpoenaed to appear as a witness in a lawsuit arising out of or relating to the performance of duties for the District, except in a suit in which the employee is a plaintiff against the District or the Board or an administrator of the District, shall receive their full pay during their absence but shall assign any witness fees paid, mileage expenses exempted, to the District.

9. Less than Full-Time Employees: Sick leave, bereavement leave and all other leaves and benefits shall be prorated for teachers who work less than 100%. Proration equal to percentage of time worked. However, proration of insurance benefits is subject to the insurer's permission.

F. INSURANCE:

1. Health Insurance:

- a. The health insurance program shall be School Care Yellow with Choice Fund Plan, School Care Yellow without Choice Fund Plan, and School Care Orange Plan.
- b. The District shall pay 89% of a single, two-person or family membership in its health insurance program for members of the bargaining unit who take the Orange plan, or who were hired before July 1, 2007 and take either the Yellow with Choice Fund or the Yellow without Choice Fund plan. The District shall pay 85% of a single, two-person or family membership in its health insurance program for members of the bargaining unit who were hired on or after July 1, 2007 and take either the Yellow with Choice Fund or the Yellow without Choice Fund plan. Should any Health Care Plan currently being offered under this article become subject to an "Excise Tax," the NTA will move to a different plan with at least one option at the price point below the "Excise Tax." If a teacher chooses an option that does not fall below the price point, the district's contributions towards health insurance will be reduced by the amount of this adjustment* during the duration of this contract (July 1, 2022-June 30, 2025).

* The adjustment for high-cost plan shall equal the excise tax under the Affordable Care Act, which 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 this adjustment equals the aggregate premium, plus District and employee contributions to any FSA, HSA, and HRA plus any District contributions to deductibles.

- c. Any changes to the health insurance program shall be mutually agreed upon by both parties. To facilitate this, the School Board and the Association will form a joint study committee for the purpose of reviewing the health insurance plans and cost effectiveness and recommending any changes to the School Board and Association. This committee will include three teachers appointed by the Association and three Board members and/or administrators appointed by the School Board. The committee may begin meeting as early as April 2024 and will report its recommendations in writing no later than September 15, 2024. The committee may meet and make recommendations more frequently if the Board and the Association mutually agree to do so. The committee's recommendations shall not be binding on the Association or the School Board; however, if the Board and Association mutually agree to amend the collective bargaining agreement in accordance with the committee's recommendations, a memorandum of agreement containing the amendments will be appended to the collective bargaining agreement. No other equivalent Insurance program shall be implemented until first being presented to all covered employees at a general information meeting. Such meeting shall be held at least two (2) weeks prior to a vote on the change. All covered employees and Board members will have an opportunity to vote on the change. A change will be made if a majority present vote in the affirmative for such a change, in both parties separately, and only if all pre-existing conditions of each employee presently covered is honored.
- d. Any teacher not electing the health insurance benefit offered by the School District who presents proof of coverage by alternative insurance, for the teacher and others for whom the teacher expects to claim a personal exemption deduction, from a non-district source that provides minimum essential coverage (other than in the individual market), shall receive an opt-out payment. The amount of each opt-out payment will be \$1,500 for teachers opting out of single coverage, \$2,000 for teachers opting out of two-person coverage, or \$3,000 for teachers opting out of family coverage, minus any penalty that the School District incurs because the teacher takes insurance that is subsidized (e.g., under the Patient

Protection and Affordable Care Act). The opt-out payment shall be made during the first pay period in December. This benefit will be prorated for anyone who leaves the district before the end of the year or has a qualifying event change.

2. **Dental Insurance:**
The district shall pay an amount equal to 100% of a single membership, an additional one hundred dollars toward a two-person membership, and an additional three hundred dollars toward a family membership for Delta Dental Insurance which provides 100% of coverage A, 80% of Coverage B, and 50% of Coverage C, with an annual deductible of \$25 and an annual maximum benefit of \$1500.
3. **Life Insurance:**
Life Insurance will be issued to each certified teacher, with one hundred percent (100%) of the premium paid by the school district. Coverage will be a twenty-five thousand (\$25,000) term policy for each certified teacher. The plan shall include double indemnity for accidental death.
4. **Long Term Disability Insurance:** The School District will pay 100% of the monthly premium for a policy which will provide 66 2/3% of the teacher's monthly salary to a maximum of \$2,500 per month after a waiting period of 90 days. The monthly payment shall be diminished by other income benefits including disability payments from other group insurance or pension plans, social security, workers compensation or teaching salary. The source of the plan shall be determined by the Board.

G. RETIREMENT

1. **Early Retirement:**
A certified teacher who is eligible to receive retirement benefits from the New Hampshire Retirement may elect to retire early. The teacher shall have the right to continue membership in the health and accident insurance and dental programs by paying the premiums for same on a monthly basis.
2. **Retirement:**
A teacher who intends to retire must notify the Superintendent in writing by October 31 of their final school year. April 1 is the deadline to withdraw notification of retirement. In the absence of such notification, they will be considered to have made the decision to retire at the end of the contract year.
3. **Severance:**
 - a. A certified teacher who is eligible to receive retirement benefits from the New Hampshire Retirement System, and has served as a teacher in the Newmarket School District for at least 15 years, upon retirement, will be provided the following severance compensation;

for 15-24 years	\$600/year
for 25+ years	\$900/year

However, for any teacher who has not been employed in the Newmarket School District for 15 or more years as of July 1, 2013, the maximum amount of this benefit shall be \$25,000.
 - b. Teachers may elect to give up to three (3) years prior notice to the SAU office in anticipation of retirement so that severance payment may be spread out over the staff member's last 1-3 years of service. In order to spread out severance payment, notice must be given by October 31st and at least two (2) years prior to retirement. Any payment on this benefit constitutes a binding agreement that may not be withdrawn.
 - c. Notwithstanding any other provision in this agreement, payment to an employee under this section shall be delayed until at least 120 days after the employee'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.
 - d. In the event a teacher dies while under contract, a cash award computed in the same manner will be granted to said teacher's beneficiary as named on the group life insurance policy.

H. PROFESSIONAL DEVELOPMENT:

1. **Professional Days:**
Certified teachers shall be granted four (4) professional days for the purpose of: a) Attendance at conferences, professional meetings or workshops; b) Visitation to other schools; c) Other approved

reasons. A minimum of thirty three thousand (\$33,000) dollars per year, to be split proportionately between buildings, will be budgeted to cover costs, exclusive of substitute pay, for teacher participation in the above activities. Every staff member shall be allowed four hundred (\$400) dollars per year for this purpose. Any funds remaining in this category on May 15th of any given year shall be dispersed equally among those who expended personal funds for approved activities for this purpose.

2. Reimbursement/Advancement of Courses:

- a. Any teacher taking approved regionally accredited graduate courses will be reimbursed or advanced funds by the School District up to the dollar amount of the UNH in state rate for eight (8) credit hours per year. An application for reimbursement must be submitted for approval to the Superintendent before a teacher takes a course. If a teacher resigns from the District to accept employment elsewhere within two calendar years of receiving tuition reimbursement he/she shall repay the District the amount of reimbursement received. This applies to any courses taken after July 1, 2016 (see appendix C and C-1).
- b. A grade of B or better in courses assigned letter grades, or a grade of Pass in courses that are Pass/Fail shall be a requisite for reimbursement. A teacher who has received advanced funds will repay the district if he/she does not complete the course and receive a grade of B or better. A teacher, who has been in the district for fewer than five years, will be reimbursed for courses taken during the summer session upon his/her return to school in September.
- c. Courses taken for reimbursement shall be to benefit the School District. Approval shall not be arbitrarily or capriciously denied. Reimbursement or advancement of funds for courses shall be limited to all individuals defined in the Recognition Clause of the Master Agreement.

3. Advancement of Funds for Courses:

- a. Tuition advancement or Purchase Orders for first or second semester courses will be provided if all necessary S.A.U. paperwork relative to the course is completed prior to the first class meeting.
- b. Courses at the accredited institution of higher learning must be approved by the Superintendent prior to registration (Appendix C).
- c. Teachers will submit to the Superintendent's Office a copy of course transcript as soon as the issuing institution has made such information available.

ARTICLE V - WORK YEAR

- A. For the duration of this agreement the teacher work year will consist of 186 days to include a maximum of 181 regular scheduled pupil attendance days. The remaining days shall be used at the discretion of the School Board after an opportunity for input by the Association and be placed on the school district calendar. One half day will be dedicated to classroom preparation during the in-service time prior to the opening of school. In the case that a teacher is assigned duties beyond the 186 days, such assignments shall be voluntary, and remunerated at a per diem rate which is computed by dividing the teacher's annual salary by 186.
- B. The Association shall be given opportunity annually to review proposed school calendars and adequate time to offer input before said calendar is adopted by the School Board.

ARTICLE VI - REDUCTION IN FORCE

- A. In the event it becomes necessary to reduce the number of certified teachers due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, or for any other similar reasons, the basis for the decision to lay off employees shall be conducted under the rules set forth in this Article.

B. Assignment Areas

1. The following assignment areas shall be used:

Self-contained Pre-K-5

Grades 6-8 by Instructional Areas:

English/Language Arts	Science
Mathematics	Social Studies
World Languages	Health
Family and Consumer Science	

Grades 9-12 by Instructional Areas:

English/Language Arts	Science
-----------------------	---------

Mathematics	Social Studies
World Languages	Health
Family and Consumer Science	
Grades Pre-K-12 by Specialty/Instructional Areas:	
Art	Nurse
Behavioral Specialist	Occupational Therapist
Computer/Technology	Physical Therapist
Enrichment	School Psychologist
Music	Physical Education
Special Education	Reading Specialist
Library Media Specialist	ESOL
Guidance Counselor	Board Certified Behavior Analyst (BCBA)
Data Manager	Speech-Language Pathologist

2. By mutual agreement, the Board and the Association will meet and negotiate any changes or additions to the list of assignment areas.

- C. Once the assignment areas to be reduced have been identified by the Board, the Superintendent will use the form shown in Appendix D to determine the number of priority points for each of the educators in the specific areas identified for layoff. In the event that the points are equal for multiple educators in the same identified assignment area, seniority shall be the tie-breaker.
- D. An educator selected for layoff termination shall either (1) accept layoff subject to recall; or (2) request to displace the educator with the least number of points in another assignment area if (a) the displacing educator's total points are greater than the displaced educator's total points, (b) the displacing educator holds certification and (if applicable) HQT status for the assignment area from which the other educator is displaced, and (c) the displacing educator has completed at least two school years during the last fifteen school years in the assignment area from which the other educator is displaced. Any displaced educator shall be covered by the same procedures in this Section (i.e., may accept layoff subject to recall or request to displace the educator with the least number of points in another assignment area).
- E. Recall of employees shall be in inverse order of layoff for a vacant position within the assignment area from which they were laid off. An employee shall hold recall rights to a vacant position with the same full-time equivalency in the assignment area from which he/she was laid off for 15 months following the employee's last day of employment prior to the layoff. The Superintendent or his/her designee shall notify the employee of recall via Priority Mail at the last address that the employee placed on file with the Superintendent. The employee then shall have 10 calendar days from date of receipt of the notice to accept the recall by written notice to the Superintendent. If the employee does not so accept the recall, the employee's recall rights shall terminate. An employee who is recalled shall retain all seniority that the employee held at the time of layoff.

ARTICLE VII - MISCELLANEOUS

Copies of this agreement between the Board and the Association shall be posted on the district website within twenty (20) days after the Agreement is signed by the parties. A signed copy of the Agreement shall be emailed to all teachers now employed once the document is available.

ARTICLE VIII- TEACHER CONDITIONS

- A. The Board is committed to providing appropriate space for instructional purposes.
- B. Faculty rooms shall be made available to teachers during preparation, recess and lunch periods. Newmarket Jr./Sr. High School shall be provided with at least two faculty rooms, each comparable in size to those currently in existence. The Elementary School shall be provided with at least one faculty room comparable in size to the one currently in existence. All necessary equipment for preparing class activities such as copying machines, computers and audio equipment shall also be available.
- C. The School Board shall make every attempt to notify the teachers of all school closings and late starting times, no later than 6:00 a.m. Each school's crisis team shall create a document with emergency phone numbers for all employees. In the event of a tragedy, the crisis team in each affected building will utilize its plan, access these phone numbers, and notify employees of necessary information.

- D. The Board recognizes the importance of providing a telephone in a private area so that teachers may converse with parents, without being overheard. To this end, the Board shall make every effort to provide each school with a private telephone area.
- E. Upon initial employment with the school district, the Superintendent, or designee shall orient all new teachers regarding evaluation procedures and instruments.
 - 1. Evaluation/observations shall be conducted by the employee's immediate supervisor or other certified administrators. All evaluations/observations will occur prior to Memorial Day.
 - 2. Generally formal evaluations/observations shall be made for a minimum of thirty (30) consecutive minutes.
 - 3. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 4. The teachers shall be evaluated/observed at least once during the school year. These evaluations/observations shall result in a written report.
 - 5. The observation report form and the summative evaluation form in the Teacher Evaluation and Assistance Model shall include an overall performance rating of distinguished, proficient, basic, or unsatisfactory, and shall include space for comments/suggestions concerning the overall performance rating. Professional development in the Danielson model will be done during the 2013-14 school year. It will be reinforced to continuing teachers annually, as well as introduced for new teachers at their orientation. Danielson books must be provided to each employee.
 - 6. Each teacher shall receive a written report of every formal evaluation/observation. In the event a conference is scheduled by the administrator or desired by the teacher, a minimum of at least one (1) school day notice shall be provided. A copy of all written observations and evaluations shall be signed by the teacher and evaluator and shall be submitted to the Superintendent of Schools. The teacher's signature shall indicate only that the report has been read and shall not be interpreted to indicate agreement with the contents thereof. No teacher shall be required to sign a blank or incomplete evaluation/observation form.
 - 7. The teacher shall be given an opportunity to respond to and/or rebut the evaluation/observation reports in writing and such rebuttal shall be attached to the evaluation/observation report. Where deficiencies are noted, teachers shall be given assistance by the principal.
 - 8. All teachers whose work is satisfactory shall be advanced annually on the salary schedule. A teacher whose work is not judged to be progressing at a satisfactory rate by the building principal may be retained at the same salary for the succeeding year with the recommendation of the Superintendent and a majority vote of the School Board.
 - 9. There shall be established a staff evaluation committee which may make recommendations for change in the staff evaluation process to the Newmarket School Board. The composition of the committee shall be as follows:
 - 1- Teacher of grades K-5 (appointed by the NTA)
 - 1- Teacher of grades 6-8 (appointed by the NTA)
 - 1- Teacher of grades 9-12 (appointed by the NTA)
 - 2- School Board Members
 - 1- Parent or Community Member (not a district employee)
 - 2- Administrators
- F. When a teacher/specialist uses his/her private vehicle for school related business, reimbursement for mileage shall be paid at the Federal Standard Guidelines rate in effect on July 1 of each anniversary year.
- G.
 - 1. The length of the teacher workday shall not exceed seven (7) hours and thirty (30) minutes on all school days except Wednesday. On Wednesday, the teacher workday shall not exceed eight (8) hours and fifteen (15) minutes. The new start time, end time, and bell schedule for FY23 for staff and students will be provided to staff no later than June 1, 2022. This shall include a duty-free lunch period of no less than thirty (30) consecutive minutes and a daily planning period of no less than forty-five (45) consecutive minutes or a class period whichever is greater. If a teacher teaches a sixth class, which is considered more than the normal workload, the teacher shall receive a stipend of twenty five hundred dollars (\$2,500) per full year course.
 - 2. All terms and conditions of employment as specified in Article VIII-Teacher Conditions will remain in

full force and effect. It is understood that the language referencing teaching a sixth class in subsection G. is not intended to be an obstacle to block scheduling nor is it intended to require stipends for teachers teaching 3 or fewer blocks per day. In the event block scheduling is rescinded, the language concerning stipends for teaching a sixth class will go back into full force and effect.

3. Notwithstanding any other provision in the collective bargaining agreement, while block scheduling is in effect, the following will apply:
 - a. The instructional blocks to which high school and middle school teachers are assigned shall not exceed a maximum of 3 daily instructional blocks of 85 consecutive minutes each (except that the 85 minutes need not be consecutive during the lunch block).
 - b. Teachers in the high school and middle school will receive one duty free planning period of at least 85 consecutive minutes per day (except that the 85 minutes need not be consecutive during the lunch block).
 - c. Teachers in the high and middle school will be assigned an advisory period as it is an important time of day to support the needs of the whole student with relevant programming. To the extent that numbers and logistics allow, staff will have an opportunity to swap their 30-minute lunch with advisory time. If a staff member opts out of advisory and takes their lunch, then they will be opting in for some other support work during the 30 minutes in the afternoon that would have been their lunch. The nature of this work is to be determined by administration but might include lunchroom monitoring, hallway monitoring, etc...
 - d. Teachers in the middle school can be assigned no more than one study hall per day.
 - e. Teachers in the elementary school will be assigned no more than two duties per week.
- H. Each week one consistent day is reserved for extended professional work (data review, PLC's, training, grade/subject level planning, etc.) and meeting time following a thirty-minute early release for students. Teachers shall be provided an agenda for these extended work sessions at least twenty-four (24) hours prior to their start.
- I. Teachers will be provided with a reasonable break time to express breast milk for a nursing child, up to one year after the child's birth, each time such employee has the need to express the milk. An office or other private area will be provided on-site for the expression of milk.

ARTICLE IX - RIGHTS OF THE PARTIES

A. TEACHER RIGHTS:

1. Any teacher may request termination of his/her contract by written notice to the building principal with the understanding that termination shall take effect upon the employment of a suitably qualified replacement or thirty (30) school days, whichever comes first.
2. The Newmarket Teachers Association shall upon approval of the principal in charge of the facility, be granted the privilege of using a classroom and/or the library for meetings before or after school hours. Fees for custodial care or energy expense may be charged.
3. The Newmarket Teachers Association may use bulletin boards in each teachers' room.
4. The Newmarket Teachers Association shall have the privilege of using the school mailboxes providing such use does not interfere with official business.
5. The Newmarket Teachers Association will be granted the privilege of using certain items of office equipment (computer, copy machine, etc.) The Association agrees to participate in record keeping of the use of this equipment with the principal. Such use shall not interfere with school use. If the Board finds it necessary, the Association agrees to pay a reasonable fee for consumable materials and maintenance.
6. When public information is available and is requested by the Association from the SAU Office this information shall be provided within three business days.
7. At the teacher's written request, the School District agrees to make regular deductions to a tax-sheltered annuity program and/or credit unions and/or professional teacher's associations. Such deductions may be altered upon written request. The School District shall transmit all regular deductions to the designated agent within two pay periods.
8. When an agenda is emailed or delivered to School Board Members from the SAU Office, a copy will be emailed or delivered to the Association President. Copies of minutes will be posted on the District website.
9. An updated School Board policy book will be made available for the Association. It will be updated as a policy is established or an existing policy is changed, copies will be forwarded to the Association President.

10. The Association will be granted the privilege of being placed on the agenda of any School Board Meeting. When possible, the Board will recognize the Association early in the meeting.
11. It is understood, subject to the language of this agreement, the Association President and/or his/her designee shall be granted three (3) additional personal leave days for Association business.
12.
 - a. Teachers may have a representative from the Association present when meeting with School Administrators regarding matters of evaluation or any situation that may result in disciplinary action. In addition, a teacher shall be granted an opportunity to discuss classroom assignment changes prior to implementation and may choose to have an Association representative present during this discussion.
 - b. Discipline normally shall follow this sequence but may be taken out of order depending on the severity of the infraction: oral warning, written warning, suspension without pay and dismissal.
13. Notice of professional employee vacancies shall be posted and e-mailed in each school during the regular school year. The notice shall be dated, indicating the position open, and the location of the vacancy by school. Job descriptions for posted positions will be available at the SAU Office.
14. Personnel Files:
 - a. A teacher shall have the right to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher is entitled to have a representative of the Association accompany him/her during such review.
 - b. No material of a negative nature shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review such material and be given a copy of such.
 - c. 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 a signature in no way indicates agreement with the contents thereof. A teacher shall have the right to submit a written answer to such material and his/her answer shall be attached to all copies.
 - d. In the event that anyone removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
 - e. No information contained in the files of an employee shall be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of pay step. Upon notice, each teacher shall have the right to review and reproduce materials in his/her personnel file and to have inserted his/her written comments regarding the material.
 - f. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate permanent personnel file which is not available for the teacher's inspection. Those complaints regarding a teacher, made by any parent, student or another person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the Building Principal or his/her designee. The parties involved shall be encouraged to meet to resolve the complaint. Such a meeting may be facilitated by a mutually agreed upon third party. The teacher shall be made aware of the following regarding the complaint.
 - 1) Nature of the complaint.
 - 2) Approximate date of the act resulting in the complaint.
 - 3) Names of witnesses.
 - 4) Person(s) lodging the complaint.No unsubstantiated complaints shall be placed in the personnel file.
15. Teachers shall have fifteen (15) school days to review individual contracts prior to signing and returning. In the event that a discrepancy is found in a teacher's contract, this time period shall be extended until the matter is resolved. If the contract is not signed and returned within the above stated time period or the extended period when needed, it may be withdrawn.
16. The Newmarket School District shall maintain the school buildings and grounds free from safety and health hazards to the best of its ability. In the event the conditions exist that are detrimental to the health and safety of the students and staff, the Superintendent shall close the area(s) or buildings until such time as the problem conditions have been corrected. Individuals who are concerned about conditions are to make their concerns known to the Building Principal or his/her designee, who in turn will ultimately go to the Office of the Superintendent.

B. MANAGERIAL RIGHTS:

The Association recognizes that the District, subject to the language of the Agreement, retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to, the right and authority to plan, direct and control its operations; to determine the location, design, size and number of the buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees; to hire and assign; to determine class size; and to make reasonable rules and regulations pertaining to employees covered by this Agreement. It is also the intention of the parties that all of the rights, powers, prerogatives and authority that the District had prior to the signing of this Agreement are retained by the District. If, in the application of this contract, the Association and/or School Board finds that there is a problem in administering the Managerial Rights Clause, renegotiation of this clause will be reopened according to Article X.

ARTICLE X - STANDARDS AND AMENDMENTS

All conditions and benefits specified in this Agreement shall be maintained at highest standards throughout the Agreement period. This Agreement shall not be applied or interpreted so as to deprive employees or the School District of rights or benefits provided through previous negotiations, unless so changed in this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XI - SAVINGS CLAUSE

If any provision(s) of the Agreement or any application of this agreement 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 and effect. If any provision is found to be contrary to law, the parties shall meet within fifteen (15) school days of such legal determination, for the purpose of adjusting the article(s) affected so that it shall be in accordance with the law.

ARTICLE XII - DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, 2022 and shall continue to remain in full force and effect until June 30, 2025.

NEWMARKET TEACHERS' ASSOCIATION

Sandra L. Albright
Glen Fisher
Marlyn Hinkley
Kirsty Jaing
Lyn Norris McCann

NEWMARKET SCHOOL BOARD

SLB
Cathy M. Tule
[Signature]

*Official signed document is on file at the SAU Office.

Grievance No. _____

APPENDIX A
NEWMARKET SCHOOL DISTRICT
Grievance Record

Level _____

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Date of alleged violation or misapplication: _____

A. Statement of Grievance: _____

B. Article of the Agreement allegedly violated: _____

C. Nature and extent of the injury or loss involved: _____

D. Result of previous discussion: _____

E. Reason for dissatisfaction: _____

F. Remedy Sought: _____

Signature
(Association Representative present)

Signature
(Teacher)

Date answered: _____

Disposition by: Principal/Superintendent

Resolution

Principal/Superintendent

Newmarket School District Salary Schedule

Appendix B1 & B 2

2022-2023						
Step	BA	BA15	BA30	MA	MA15	MA30
1	42,783	43,851	44,948	46,071	47,224	48,406
2	44,279	45,386	46,521	47,684	48,877	50,097
3	45,830	46,974	48,150	49,355	50,586	51,852
4	47,434	48,620	49,836	51,080	52,357	53,668
5	49,095	50,321	51,578	52,869	54,192	55,545
6	50,811	52,082	53,384	54,720	56,088	57,487
7	52,591	53,906	55,274	56,635	58,037	59,500
8	54,430	55,790	57,187	58,616	60,081	61,584
9	56,334	57,744	59,189	60,667	62,184	63,739
10	58,307	59,767	61,259	62,789	64,361	65,968
11	60,350	61,857	63,404	64,989	66,614	68,279
12	62,459	64,023	65,622	67,262	68,944	70,669
13	64,646	66,263	67,918	69,618	71,357	73,142
14	66,909	68,582	70,296	72,055	73,856	75,703
15	69,252	70,982	72,757	74,575	76,441	78,352

Upon Completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

Teachers with ten or more years of service to Newmarket School District shall receive an additional \$500.

Prior additional salary for top step teachers will continue for the duration of this agreement without increase or decrease (2007-2012 was the window of adding new additional salary).

Newmarket School District Salary Schedule

Appendix B3

2023-2024						
Step	BA	BA15	BA30	MA	MA15	MA30
1	44,067	45,167	46,297	47,453	48,641	49,858
2	45,607	46,747	47,917	49,114	50,343	51,600
3	47,205	48,383	49,595	50,835	52,104	53,408
4	48,857	50,079	51,331	52,612	53,928	55,278
5	50,568	51,830	53,126	54,455	55,818	57,211
6	52,335	53,644	54,985	56,361	57,770	59,212
7	54,168	55,523	56,932	58,334	59,779	61,285
8	56,063	57,464	58,902	60,375	61,883	63,431
9	58,024	59,476	60,965	62,487	64,050	65,652
10	60,056	61,560	63,097	64,672	66,291	67,947
11	62,160	63,712	65,306	66,939	68,613	70,327
12	64,333	65,943	67,591	69,280	71,012	72,789
13	66,585	68,251	69,956	71,706	73,498	75,337
14	68,916	70,639	72,405	74,216	76,072	77,974
15	71,330	73,112	74,940	76,812	78,735	80,703

Upon Completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

Teachers with ten or more years of service to Newmarket School District shall receive an additional \$500.

Prior additional salary for top step teachers will continue for the duration of this agreement without increase or decrease (2007-2012 was the window of adding new additional salary).

Newmarket School District Salary Schedule

Appendix B3

2024-2025						
Step	BA	BA15	BA30	MA	MA15	MA30
1	45,389	46,522	47,686	48,877	50,100	51,354
2	46,975	48,150	49,354	50,588	51,853	53,148
3	48,621	49,835	51,083	52,360	53,667	55,010
4	50,322	51,581	52,871	54,191	55,545	56,937
5	52,085	53,385	54,719	56,089	57,493	58,927
6	53,905	55,254	56,635	58,052	59,503	60,988
7	55,794	57,189	58,640	60,084	61,572	63,124
8	57,745	59,188	60,669	62,186	63,740	65,334
9	59,765	61,260	62,794	64,362	65,971	67,621
10	61,858	63,407	64,990	66,613	68,280	69,986
11	64,025	65,624	67,265	68,947	70,671	72,437
12	66,263	67,922	69,619	71,358	73,143	74,973
13	68,583	70,298	72,054	73,857	75,703	77,597
14	70,984	72,758	74,578	76,443	78,354	80,313
15	73,469	75,305	77,188	79,117	81,097	83,124

Upon Completion of 14 years of teaching experience, the teacher shall receive a longevity stipend of \$100 for each year in excess of 14.

Teachers with ten or more years of service to Newmarket School District shall receive an additional \$500.

Prior additional salary for top step teachers will continue for the duration of this agreement without increase or decrease (2007-2012 was the window of adding new additional salary).

Newmarket School District Salary Schedule

Appendix B3

Newmarket School District
SAU 31 Professional Development – Course Approval Form

Employee Information	
Name: _____	Today's Date: _____
Grade/Subject: _____	
Certification(s) and expiration dates:	1. _____
	2. _____

- Please a written course description of the course. The following information must be included:
 - University/college offering the course
 - Course Title
 - Date(s), location, and description
 - Cost
 - Number of credits
- Attach a brief description of how this course will assist you in reaching your professional development goals.

____ Approved

____ Denied for the following reason(s):

Course Reimbursement	
<p>PLEASE NOTE: This paperwork must be completed and approved by the Superintendent of Schools two weeks prior to the first class meeting to receive advanced payment, or reimbursement or salary advance credit in accordance with the negotiated agreement. It is your responsibility to forward your grade report to the Superintendent of Schools. Amounts paid will be recorded by the date on the school district's check not when the course is approved or taken. Reimbursement will be recorded on a fiscal basis of July 1-June 30. It is your responsibility to forward bills and grades to the SAU office. As of July 1, 2010, if a teacher resigns to accept employment elsewhere within two calendar years of receiving tuition reimbursement or advanced funds, she/he shall repay the District the amount of reimbursement received. All tuition advanced shall become immediately due and payable as per employee's Payroll Deduction Authorization, attached hereto as Attachment C-1.</p>	
Employee signature (for reimbursement) _____	Date _____
Graduate Course tuition: _____ Other: _____	
Check one:	
<input type="checkbox"/> I have attached receipts, an approved copy of this form and proper proof of payment (receipt or canceled check) and a grade report.	
<input type="checkbox"/> I have attached a completed purchase order. Purchase order # _____	

Superintendent signature

Date

Newmarket School District
SAU 31 Professional Development
Payroll Deduction Authorization

I hereby authorize the Newmarket School District to withhold from the payment of wages and other compensation due to me in the event I accept employment elsewhere within two calendar years of receiving tuition reimbursement or advanced funds.

I CERTIFY THAT I HAVE READ CAREFULLY ALL OF THE PROVISIONS HEREIN AND I FULLY UNDERSTAND THE CONSEQUENCES OF THIS AUTHORIZATION.

_____ Printed Name of Employee

_____ Employee Signature

_____ Date

<i>Certification/Qualifications</i>	<i>Points</i>														
<ul style="list-style-type: none"> ● Degree status <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>Bachelors</u></td> <td style="text-align: center;"><u>B + 15</u></td> <td style="text-align: center;"><u>B + 30</u></td> <td style="text-align: center;"><u>Masters</u></td> <td style="text-align: center;"><u>M + 15</u></td> <td style="text-align: center;"><u>M + 30</u></td> <td style="text-align: center;"><u>PhD, CAGS, Ed.D.</u></td> </tr> <tr> <td style="text-align: center;">Points: 0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> </table> 	<u>Bachelors</u>	<u>B + 15</u>	<u>B + 30</u>	<u>Masters</u>	<u>M + 15</u>	<u>M + 30</u>	<u>PhD, CAGS, Ed.D.</u>	Points: 0	1	2	3	4	5	6	Max = 6
<u>Bachelors</u>	<u>B + 15</u>	<u>B + 30</u>	<u>Masters</u>	<u>M + 15</u>	<u>M + 30</u>	<u>PhD, CAGS, Ed.D.</u>									
Points: 0	1	2	3	4	5	6									
<ul style="list-style-type: none"> ● HQT status Points: Two (2) points for each area of HQT, up to a maximum of six (6) points for this category 	Max = 6														
<ul style="list-style-type: none"> ● Multiple Certifications Points: One (1) point for each certification recognized by the Department of Education and held in active status by the employee up to a maximum of three (3) points for this category 	Max = 3														
<i>School Community Contribution</i>	<i>Points</i>														
<ul style="list-style-type: none"> ● Co-Curricular Activities Points: Stipended and non-stipended positions for class advisors, school approved co-curricular activities, and mentoring shall earn one (1) point per activity up to a maximum of five (5) points during the five school years immediately preceding the year that the reduction in force becomes effective. 	Max = 5														
<ul style="list-style-type: none"> ● Leadership Points: Department Heads shall earn two (2) points per year, up to a maximum of six (6) points, for leadership during the five school years immediately preceding the year that the reduction in force becomes effective. 	Max = 6														
<ul style="list-style-type: none"> ● Committee Work Points: Active membership on a school / District committee shall earn one (1) point per committee and two (2) points for actively chairing or co-chairing a committee during the five school years immediately preceding the year that the reduction in force becomes effective, up to a maximum of five (5) points for this category 	Max = 5														
<i>Performance</i>	<i>Points</i>														
<ul style="list-style-type: none"> ● Written Evaluations Points: Up to six (6) points per year, and a maximum of eighteen (18) points over the previous three (3) years, based on summative evaluation in years that it is done and based on average of formal observations in years that summative evaluation is not done: For years prior to July 1, 2014*: a. Zero (0) points for not recommended b. Three (3) points for recommended needs improvement, or c. Six (6) points for recommended satisfactory. For years after July 1, 2014*: a. Zero (0) points for overall unsatisfactory rating; b. Two (2) points for overall basic rating; c. Four (4) points for overall proficient rating; d. Six (6) points for overall distinguished rating. * If no summative or observation occurs during a year, the staff member will be awarded the 6 points by default. If no checkmark was made in these rankings on a summative or observations, then the 6 points will be awarded by default. 	Max = 18														
<ul style="list-style-type: none"> ● Years of Experience In SAU31 Points: One (1) point for each year of continuous service teaching for the Newmarket School District, up to a maximum of fifteen (15) points. 	Max = 15														
Total Points	Max = 64														

Purpose of the Sick Bank - To offer a "short-term benefit" to contributing members in an unexpected time of serious medical need only after all sick, and personal days have been depleted. Sick days from the bank shall not be used to replenish personal sick days.

Application Requirements:

To apply to receive days from the Sick Bank, please forward all the following to the Sick Bank Committee Chair and School District designee, who also sits on the Committee within 10 school days of your doctor's visit. If the proper documentation is not submitted or the request is submitted outside the 10-day timeline, requests may not be considered by the Sick Bank Committee: (The committee is made up of: Sick Bank Chair, determined by NTA, One NTA member from the Elementary School, Middle School, and High School, and School District designee. These will be decided at the beginning of each school year)

1. The dates you expect to be absent (or were absent).
2. Your doctor's signed, written diagnosis, on letterhead, that verifies your current doctor's visit for this absence and why you were/will be absent for your requested days.
3. Your doctor's prognosis for medical condition and expected date of full-time return (or equivalent part-time return for part-time teachers).
4. Number of sick bank days requested.

Additional documentation may be required in order to process sick bank requests. Please note:

1. All sick, and personal days must be depleted by the employee or no sick bank days will be issued.
2. If a request for sick bank time is for non-consecutive days a doctor's note which conforms with the above requirements is expected for each requested non-consecutive day.
3. Failure to comply with the Application Requirements listed above may result in a denial of the request.
4. Multiple or recurring applications to the Sick Bank may be denied.
5. The Sick Bank Committee will consider the application materials and any other relevant circumstances in its decision to grant sick bank time.
6. The days borrowed will be paid back to the bank by the borrowing employee at a rate of not less than three (3) days per year.

The decisions of the Sick Bank Committee are final.

**MEMORANDUM OF AGREEMENT BETWEEN THE NEWMARKET SCHOOL BOARD AND THE
NEWMARKET TEACHERS ASSOCIATION**

WHEREAS, the parties recognize that in the existing contract language pertaining to sick day reimbursement is not in accordance with our current pay practices for supplemental pays;

WHEREAS, the Newmarket School Board and the Newmarket Teachers Association (NTA) wish to align the agreement language with our current pay practices and to ensure compliance with applicable IRS requirements relative to supplemental wages paid separately from regular wages;

NOW THEREFORE, in consideration of the mutual goals identified above, the parties have reached agreement as follows:

1. The language in the 2022-2025 Collective Bargaining Agreement in Article IV, E.1.b reads as follows:

*b. Sick Day Buy-Back: Teachers may elect to return up to 7 days of their 14 annually provided sick days for reimbursement, at the substitutes rate of pay in the year in which the request is made.....**The sick day reimbursement shall be made by separate check in July of the following year.** Teachers must be under contract until the end of the year to receive this benefit.*

2. The Parties agree that the existing language in the 2022-2025 Collective Bargaining agreement between the parties reflected in #1 above shall be changed as follows:

*b. Sick Day Buy-Back: Teachers may elect to return up to 7 days of their 14 annually provided sick days for reimbursement, at the substitutes rate of pay in the year in which the request is made.....**The sick day reimbursement shall be made on the final June payroll of the year in accordance with the district's payroll calendar.** Teachers must be under contract until the end of the year to receive this benefit.*

The parties agree that this Memorandum of Agreement is ratified by the authorizing bodies for each party once signed. This agreement shall take effect on the date signed below and shall remain in effect until a new agreement is ratified. The parties agree that this Memorandum of Agreement does not replace the current Collective Bargaining Agreement or any other agreement between the Parties, which are still in full force and effect, provided they do not conflict with this MOA.

WHEREFORE, the Newmarket School Board and the Newmarket Teachers Association have caused this MOA to be executed by their duly authorized representatives, this 16th day of May, 2024.

Newmarket Teachers Association

Ellen Barber 5/21/24
Kimberly Christ 5/21/24

Newmarket School Board

[Signature]
[Signature]
[Signature]
