

AGREEMENT
BETWEEN
THE NEWMARKET TEACHERS' ASSOCIATION
AND
THE NEWMARKET SCHOOL BOARD
DURATION
JULY 1, 2007
TO
JUNE 30, 2010

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NEGOTIATION TEAM

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Katie Wentworth

June Williamson

1 **ARTICLE I - RECOGNITION**

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

5 The term certified teacher does not include Superintendent, Assistant Superintendent, Principals,
6 Guidance Directors, Teacher Consultants, Business Administrator, Curriculum Coordinator,
7 Technology Director, Special Education Coordinator, and School To Career Coordinator, but will
8 include Nurse, Librarian and Guidance Counselor.

9 The Association agrees to represent all certified teachers in the Newmarket School District
10 designated above without discrimination and without regard to membership in the Association.

11
12 **ARTICLE II - NEGOTIATIONS PROCEDURE**

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

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

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

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

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

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

28 **ARTICLE III - GRIEVANCE PROCEDURE**

29 **A. DEFINITION:**

- 30 1. A grievance shall mean a complaint by a certified teacher(s) that there
31 has been an alleged violation, misinterpretation, or inequitable application of any of the
32 provisions of this agreement.
- 33 2. An "aggrieved person" or grievant is the person (or persons) making the complaint.
- 34 3. The term "days" when used in this article shall mean working school days

4. Year-end grievances: By mutual agreement of the parties, the time limits in the grievance procedure may be reduced to facilitate the resolution of a grievance prior to the end of a school year or as soon thereafter as practicable.

B. PURPOSE:

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 grievance to be considered under this procedure must be initiated by the grievant within twenty (20) 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.
2. Level One - Principal: (a) Any teacher who has an alleged grievance 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 teacher within five (5) school 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; (e) his/her dissatisfaction with the decisions previously rendered; (f) the remedy sought.
The principal shall communicate his/her decision to the teacher in writing within five (5) days of receipt of the written grievance.

- 74 3. Level Two - Superintendent: The teacher, no later than five (5) school days after receipt of the
75 principal's decision, may appeal the principal's decision to the Superintendent of Schools. The
76 appeal must be made in writing, reciting the matter submitted to the principal, as specified in (a)
77 through (f) above and the grievant's dissatisfaction with decisions previously rendered. The
78 Superintendent shall meet with the grievant to attempt to resolve the matter, as quickly as
79 possible, but within a period not to exceed ten (10) school days. The Superintendent shall
80 communicate his/her decision in writing to the grievant and the principal within five (5) days.
- 81 4. Level Three - School Board: If the grievance is not resolved to the grievant's satisfaction, he/she,
82 no later than five (5) school days after receipt of the Superintendent's decision, may request a
83 review by the Board. The request shall be submitted in writing through the Superintendent of
84 Schools who shall attach all related papers and forward the request to the Board.
85 The Board shall hold a hearing with the grievant within ten (10) days of the request and render a
86 decision in writing within fifteen (15) days of the hearing.
- 87 5. Level Four - Arbitration: If the decision of the Board does not resolve the grievance to the
88 satisfaction of the grievant, and he/she wishes review by a third party, he/she shall so notify the
89 Association within five (5) school days of receipt of the Board's decision. If the
90 Association determines that the matter should be arbitrated further, it shall, in writing, so
91 advise the Board, through the Superintendent, within ten (10) school days of receipt of the
92 Board's decision.

93
94 **E. SECURING PROCEDURE:**

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

- 96 1. A request shall be made to the American Arbitration Association or the Federal
97 Mediation and Conciliation Service to submit a roster of persons qualified to
98 function as arbitrators in the dispute in question.
- 99 2. If the parties within five (5) days are unable to determine a mutually satisfactory arbitrator
100 from the submitted list, they shall request the American Arbitration Association or the Federal
101 Mediation and Conciliation Service to submit a second roster of names.
- 102 3. If the parties are unable to determine within fifteen (15) school days of the initial request for
103 arbitration a mutually satisfactory arbitrator from the second submitted list, the American
104 Arbitration Association or the Federal Mediation and Conciliation Service may be requested by
105 either party to designate an arbitrator.
- 106 4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider
107 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. An aggrieved person may represent himself/herself at Level 1. At Level 2 and beyond, the Association or a representative selected or approved by the Association shall 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:

- | | | |
|----|------------------|--------------|
| 1. | 2007-2008 | (Appendix B) |
| 2. | 2008-2009 | (Appendix C) |
| 3. | 2009-2010 | (Appendix D) |

B. PLACEMENT ON SALARY SCHEDULE:

1. Experienced Teachers Entering the District:

An experienced teacher coming into the district shall be placed on schedule step-for-step. All teachers shall be placed on the appropriate education level as determined by transcripts from accredited institutions of higher education.

2. Placement on advanced education column:

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 of the school year. 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. Additionally, for salary purposes, fifteen approved Professional Development hours shall equal one college credit, and such credits are applicable toward salary advancement in accordance with the salary plan. The Professional Development credit earned during a teacher in-service workshop day is not applicable for salary advancement.

Credits earned from July 1, 2005, and later may be applied.

Verification of salary adjustment as a result of Professional Development credit must be submitted to the superintendent by the first of September in the year the adjustment is to begin.

Credits earned in this manner may only be used once. For example, the same Professional Development credits used for salary adjustments between the bachelors and masters degree cannot be used again after the teacher has earned the masters.

Actual salary adjustments will not take place until transcripts or professional development verification are on file and verified at the S.A.U. Office.

3. Credit for a full year of teaching:

A teacher teaching for ninety-one (91) days or longer in any school year will be given credit for a full year in the ensuing year.

4. Part-time Certified Personnel

High School

Elementary School

Based upon a 7 Period Day:

Based upon a 5 Day Week

1 class period	17%	1 day	20%
2 class periods	33%	2 days	40%
3 class periods	50%	3 days	60%
4 class periods	67%	4 days	80%
5 class periods	83%	5 days	100%
6 class periods	100%		

C. PAY PERIODS:

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:

1. Salary paid every two (2) weeks (21 pay periods), September through June .
2. Payment schedule of twenty-six (26) weeks with the last pay day in June (lump sum) to include the remaining payments for July and August.
3. Payment schedule of every two (2) weeks beginning in September and continuing through the months of July and August (summer pay). Payment will be made using direct deposit or the teacher will provide stamped, self-addressed envelopes for checks.

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.

When a payday falls on a holiday/vacation, teachers will receive a check on the day preceding the holiday/vacation.

The yearly pay schedule will be posted in each building by July 1.

Should extenuating circumstances arise that require an adjustment to the schedule, employees will be notified in a timely manner by the payroll office.

D. LEAVES:

1. a) Sick Leave:

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, that is spouse, children and/or other dependents. The superintendent may require after 3 consecutive school days a statement from a physician certifying the illness or accident.

When a teacher's accumulative 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.

1. 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.

Notice of intent to return sick days would be made to the district by December 15th.

The sick day reimbursement shall be made by separate check in July of the following year.

1. c) Sick Leave Bank:

Any member of the bargaining unit who elects to participate in the sick Leave Bank may donate one (1) day per year of the members sick leave days to the Sick Leave Bank. Non-tenured staff are not eligible to donate but are eligible to request days from the bank. Staff must have accrued at least thirty (30) days to be eligible to withdraw from the sick day bank. Sick Day Bank can only be requested when a members current and accrued sick days have been exhausted.

Proposal for use of Sick Day Bank must be submitted in writing to the Sick Day Bank Committee.

The committee will be made up of two (2) representatives from each building, one (1) NTA officer and

one (1) School District Administrator.

Sick Day Bank is to be used for life threatening and non elective medical care and/or surgery.

The maximum number of days in the Sick Day Bank shall be set at two (2) times the number of eligible members.

The NTA shall notify staff members that donations must be submitted by September 15th. Any staff member hired after September 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 twenty-five (25) days in any contract year, staff members may contribute up to fifty (50) days once in that year.

2. Personal Leave:

Personal Leave will be granted at the rate of three (3) days per year. 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 vacation period, except by permission of the superintendent. Personal leave is not accumulative. Unused personal leave at the end of the contract year will be added to accumulated sick leave.

3. Bereavement Leave:

Bereavement leave, in addition to personal leave, will be granted at the rate of five (5) days per year for death in the 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 for either natural or adoptive parents 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 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.

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.

Sabbatical leave may be granted for the full academic year or one semester (1/2 year).

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.

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.

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.

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 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.

Normally within 10 days of the Board's decision written notice shall be given to the teacher.

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.

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.

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 lawsuit arising out of or relating to the performance 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.

E. INSURANCE:

1. Health Insurance:

The District shall pay 90% of a single membership, 90% of two person membership, and 90 % of a family membership for the health insurance program for all current members of the Association and 85% for all teachers hired as of the effective date of the 2007-2010 contract.

The program shall be mutually agreed upon by both parties. 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 and only if all preexisting conditions of each employee presently covered is honored.

Any teacher not electing the health insurance benefit shall receive the following payment:

Single = \$1000.

Two Person = \$1000.

Family = \$1000.

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.

F. RETIREMENT

1. Early Retirement:

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 10 years, 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. Severance:

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 10 years, upon retirement, will be provided the following severance compensation;

for 10-14 years	\$400/year
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for 15-19 years	\$500/year
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for 20-24 years	\$500/year
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for 25 years	\$800/year
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for 26+ years	\$600/year
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In addition, anyone who has worked in the District for over 25 years at the time the warrant article relating to this contract is approved by the voters at the District Meeting may retire at the 25-year rate of \$800/year during the term of his contract.

Application to receive the payment after July 1st of the following calendar year must be made no later than October 31st of the school year in which severance will occur. However, should the staff member wish to receive payment in June of the severance year, notice must be provided on the 31st of October which falls 9 months prior to severance. If 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.

G. 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 three hundred (\$300) 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. What equal represents will be a process agreed to by the SAU and the NTA. Whenever possible, teachers shall request such leave in writing at least two (2) weeks in advance. All professional day requests shall be made to and approved by the Superintendent. The Board encourages teachers to use professional days to improve their teaching skills. The Board shall advance or reimburse funds to teachers who participate in approved professional workshops. A teacher who has received advanced funds shall be expected to repay the district if he/she does not

attend the workshop. These workshops include, but are not necessarily limited to, those being developed by the Professional Development Committee.

When a teacher uses his/her private vehicle, reimbursement for mileage shall be paid at the Federal Standard Guidelines in effect on July 1 of each anniversary year. Every attempt shall be made by the Superintendent to grant all professional day requests. In the event that more than three (3) faculty members per building take professional leave on a given day, granting of additional requests shall be at the discretion of the Superintendent.

2. Reimbursement/Advancement of Courses:
Any teacher taking approved, extension, or summer courses will be reimbursed or advanced funds by the School District up to the UNH in state rate per credit with a total maximum of two graduate courses per year. An application for reimbursement must be submitted for approval to the Superintendent before a teacher takes a course.

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.

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:
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. Courses will be approved by the Superintendent prior to registration (Appendix E). Teachers who have been in the district for five or more years may receive tuition advancement for summer courses.

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 at least 181 regular scheduled pupil attendance days. The remaining five days shall be used at the discretion of the School Board 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

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 by seniority. Seniority shall be based on teacher's date and time of hire in the Newmarket School District. In the event of a change of assignment or transfer as a result of the reduction in force, the Association and teacher (s) involved shall be notified as soon as a change is determined.

Any certified teacher laid off from his/her position shall be offered any position for which he/she is certified which becomes open within twelve (12) months of the layoff. The layoff period shall begin on the day following the last working day. Any certified teacher shall be granted three (3) month extension for recall upon receipt of a request for such extension. A request for an extension must be made in writing in the eleventh (11th) month of layoff, and must be sent via certified mail to the superintendent. When it is determined by the local school board that a position is to be filled, notice shall be sent by registered or certified mail, return receipt requested, to the teacher's last known address. If a teacher rejects the offer or fails to respond in writing to the person who sent the letter, within three (3) weeks from date of registered/certified mail delivery date, said teacher shall be deemed to have refused the position offered and will be removed from his/her seniority standing and shall have given up all rights under this contract.

Certified teachers shall be reinstated in the order of seniority. Such reinstatement shall not result in loss of credit for previous years of service. Any certified teacher laid off because of reduction in force shall have a letter placed in his/her professional file stating that said teacher was not offered a new contract because of reduction in force.

Such information shall also be contained in any letters of reference.

ARTICLE VII - MISCELLANEOUS

Copies of this agreement between the Board and the Association shall be reproduced at the expense of the Board and the Association within twenty (20) days after the Agreement is signed by the parties. A copy of the Agreement shall be distributed to all teachers now employed or hereafter employed. Further, the Board shall furnish ten (10) copies of the Agreement to the Association for its use.

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. The building principals and Association representatives shall create and distribute a phone chain by the third week of September. The building principals shall be responsible for implementing said chain.

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 shall orient all new teachers regarding evaluation procedures and instruments. Evaluation/observations shall be conducted by the employee's immediate supervisor or other certified administrators. Generally formal observations shall be made for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teachers shall be evaluated at least once during the school year. These evaluations shall result in a written report. 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.

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.

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.

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. The length of the teacher work day shall not exceed seven (7) hours and thirty (30) minutes. 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 thirty (30) consecutive minutes or a class period whichever is greater. **If a teacher teaches a sixth class, which is considered more than the normal work load, the teacher shall receive a stipend of twenty five hundred dollars (\$2500) per full year course.**

H. Teachers shall not be required to attend more than one (1) monthly teachers' meeting lasting no more than one (1) hour beyond the teacher's normal work day. Teachers shall be provided an agenda at least twenty-four (24) hours prior to said meeting.

I. Teachers shall be required to attend seven (7) after school meetings during the course of the year for the purpose of reviewing instructional practice, curriculum standards, assessment measures and any other topics deemed appropriate. The length of these meetings will last no more than one hour beyond the teachers normal work day. Any other meetings shall be voluntary.

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 suitable 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 usage 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 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 mailed or delivered to School Board Members from the SAU Office, a copy will be mailed or delivered to the Association President. Copies of minutes will be posted in the Elementary and High School Offices.
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. Teachers may have a representative from the Association present when being disciplined by School Administrators. 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.
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 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.

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.

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.

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.

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.

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 other person, which may be used in any manner in evaluating a teacher, shall be promptly investigated by the employee's immediate supervisor. 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 their immediate supervisor, 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 the Zipper Clause (Standards Clause).

ARTICLE X - ZIPPER CLAUSE (STANDARDS CLAUSE)

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 of 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.

647 **ARTICLE XII - DURATION OF AGREEMENT**
648 Agreement made November 29, 2006 by and between the Newmarket School Board and the
649 Newmarket Teachers' Association.
650 The provisions of this Agreement will be effective as of the first day of July 1, 2007
651 and shall continue to remain in full force and effect as binding on the parties until
652 June 30, 2010, or until a subsequent Agreement is ratified. The parties have
653 caused this Agreement to be signed by their respective representatives all in the
654 day and year written above.

655	NEWMARKET TEACHERS' ASSOCIATION	NEWMARKET SCHOOL BOARD
656	By Dennis Townes	By Christopher Hawkins
657	Chairperson	Chairperson
658	By Ann Keefe	By Cliff Chase
659	By Mark Leavitt	By Linda Mantegani
660	By Nancy Pagnotta	By Forrest Ransdell
661	By Cassandra Rodier	By Paul Robinson
662	By Katie Wentworth	By Kathleen A. Murphy
663	By June Williamson	Superintendent
664	By Nancy Pagnotta Co-President	
665	By Karyn Wilbur, Co-President	
666	*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: _____

714 _____
715 Signature
716 (Association Representative present)
717 _____
718 Signature
719 (Teacher)
720

Date answered: _____

721 Disposition by: Principal/Superintendent

722

723

724 _____

725 Resolution

726

727

728

729 _____
Principal/Superintendent

2007-2008

	2007-2008					
	B	B+15	B+30	M	M+15	M+30
1	29859	30606	31371	32156	32959	33783
2	30905	31677	32469	33281	34113	34966
3	31986	32786	33606	34445	35307	36190
4	33106	33933	34782	35651	36543	37456
5	34265	35121	35999	36900	37822	38767
6	35463	36351	37259	38191	39146	40124
7	36705	37623	38563	39527	40506	41528
8	37990	38940	39913	40910	41933	42982
9	39319	40302	41310	42342	43401	44486
10	40695	41713	42755	43824	44920	46043
11	42120	43173	44252	45358	46493	47654
12	43594	44684	45801	46946	48120	49322
13	45120	46248	47403	48589	49804	51049
14	46699	47867	49063	50290	51547	52836
15	48334	49541	50781	52050	53351	54685

Teachers hired at step 1 will be given a \$500 bonus for their first year.

Teachers beyond step 15 shall receive an additional \$1500 added to their contract.

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 the Newmarket School District shall receive an additional \$500.

2008-2009						
	B	B+15	B+30	M	M+15	M+30
1	30307	31065	31842	32638	33454	34290
2	31369	32152	32956	33780	34625	35490
3	32466	33278	34110	34962	35837	36732
4	33603	34442	35304	36186	37091	38018
5	34779	35647	36539	37453	38389	39349
6	35995	36896	37817	38764	39733	40726
7	37255	38187	39142	40120	41114	42151
8	38560	39524	40511	41524	42562	43627
9	39909	40907	41930	42977	44052	45154
10	41305	42339	43397	44482	45594	46733
11	42752	43820	44915	46039	47190	48369
12	44248	45354	46488	47650	48841	50062
13	45796	46942	48115	49318	50551	51815
14	47399	48585	49799	51044	52320	53629
15	49059	50285	51542	52830	54151	55506

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

2009-2010						
	B	B+15	B+30	M	M+15	M+30
1	30762	31531	32319	33127	33955	34805
2	31839	32635	33450	34286	35144	36022
3	32953	33777	34622	35487	36374	37283
4	34107	34959	35833	36729	37647	38589
5	35301	36182	37087	38015	38965	39939
6	36535	37449	38385	39345	40329	41336
7	37814	38760	39729	40722	41731	42783
8	39138	40116	41119	42147	43201	44281
9	40507	41520	42559	43622	44713	45831
10	41925	42974	44048	45149	46277	47434
11	43393	44477	45589	46729	47898	49095
12	44911	46035	47185	48364	49574	50813
13	46483	47646	48836	50057	51309	52592
14	48110	49313	50546	51810	53105	54433
15	49795	51039	52316	53623	54964	56338

Teachers hired at step 1 will be given a \$500 bonus for their first year.

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

APPENDIX E

Copies: Applicant-White
Supt. Of Schools- Yellow

Newmarket School District
Course Approval Form

If you wish to take a course and receive advance/reimbursement and or salary advance credit in accordance with the negotiated agreement, you must complete this form and have it approved by the Superintendent of Schools two weeks prior to the first class meeting of the course.

Applicants Name:_____ Application Date:_____

School:_____ Position:_____

1. Course: Title, university sponsor, dates, time location and description (attach catalog description of course)

2. Cost:_____ Purchase Order #(if applicable)_____

3. Describe specifically how your participation in this course will benefit the school district.

To be completed by the Superintendent of Schools:

I have reviewed this request and APPROVED() this request
DENIED()

Reason for denial_____

Superintendent of Schools_____ Date_____

Circle One:

1. Tuition Advance - attach to this form a "purchase order" from your school that has been made out to the proper institution including the total cost.
2. Tuition Reimbursement - attach your approved copy of this form, along with a copy of your cancelled check or receipt of payment.

It is your responsibility to forward your grade report to the Superintendent of Schools following the completion of any approved course. Amounts paid out will be recorded according to the date on the school district's check, not when the course is approved or taken.

Reimbursement will be recorded on a fiscal year basis of July 1 - June 30. It is the responsibility of the individual to forward any bills they receive to the SAU Office. The institution does not always bill the correct party.

DURATION OF AGREEMENT

Agreement made _____ by and between the Newmarket School Board and the Newmarket Teachers' Association.

The provisions of this Agreement will be effective as of the first day of July **2007** and shall continue to remain in full force and effect as binding on the parties until June 30, **2010**, or until a subsequent Agreement is ratified. The parties have caused this Agreement to be signed by their respective representatives all in the day and year written above.

NEWMARKET TEACHERS' ASSOCIATION

NEWMARKET SCHOOL BOARD

By _____

Chairperson

By _____

Chairperson

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

Karyn Wilbur Co-President

By _____

Nancy Pagnotta Co-President

By _____

Kathleen A. Murphy, Superintendent of Schools

*Official signed document is on file at the SAU Office

