

AGREEMENT  
BETWEEN  
THE NEWMARKET TEACHERS' ASSOCIATION  
AND  
THE NEWMARKET SCHOOL BOARD  
DURATION  
JULY 1, 2016  
TO  
JUNE 30, 2019

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Linda Albright  
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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, 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.

**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 time line, 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.
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) 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) 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:**

1. 2016-2017 (Appendix B1)
2. 2017-2018 (Appendix B2)
3. 2018-2019 (Appendix B3)

**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 previous experience in 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)(g), each teacher who is not already at the top step of the salary schedule will advance one step in 2016-17, one step in 2017-18, and one step in 2018-19.
2. Placement on Advanced Education Column:
  - a. 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. 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)(g), 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 2016-17, 1 step in 2017-18, and 1 step in 2018-19.
4. Part-time Certified Personnel

<u>High School</u>		<u>Elementary School</u>	
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:**

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) weeks with the last pay day in June (lump sum) to include the remaining payments for July and August.
  - c. 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.
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.

**D. 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 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.
  - 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 15<sup>th</sup>. 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 Oct. 15<sup>th</sup>. "In the event an employee leaves the district owing time to the bank, such time will be repaid in cash. (remaining days owed at the certified substitute 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 15<sup>th</sup>. Any staff member hired after October 15<sup>th</sup> 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: 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. 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 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:
  - a. The District shall pay 89% of a single, two-person or family membership in its health insurance program for members of the bargaining unit hired before July 1, 2007. The District shall pay 85% of a single, two-person or family membership in its health insurance program for members of the bargaining unit hired on or after July 1, 2007. 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, 2016-June 30, 2019).

\* The adjustment for high cost plan shall 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.*

- b. The health insurance program for the 2016-17 school year shall be School Care Blue Plan, School Care Green Plan, and School Care Red Plan. In order to prevent district monies being paid out for excise taxes under the Affordable Care Act a change in plans may need to take place for the 2017-18 and/or 2018-2019 school years.
  - 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 2016 and will report its recommendations in writing no later than November 15, 2016. 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 that he/she has obtained health insurance coverage from an alternative source that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act), 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.

**F. 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.

**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 four hundred (\$400) dollars per year for this purpose. Any funds remaining in this category on May 15<sup>th</sup> 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. 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.

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 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**

- 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	Psychologist
Music	Physical Education
Special Education	Reading Specialist
Library Media Specialist	ESOL
Guidance Counselor	Board Certified Behavior Analyst (BCBA)
Data Manager	

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

- evaluation/observation form.
6. 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.
  7. 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.
  8. 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 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 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 work load, 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 school will not be required to do assigned duties such as lunch, study hall, hall monitoring, or any other student supervision outside of their class responsibilities during the work day.
    - d. Teachers in the middle school can be assigned no more than one study hall per day.
- 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 two (2) 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 longer than one (1) hour, thirty (30) minutes beyond the teacher's normal work day. Any other meetings shall be voluntary. Dates must be set before the end of the previous school year. Teachers shall be provided an agenda at least one (1) week prior to said meetings.

## 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 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 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 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.
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 other 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 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.

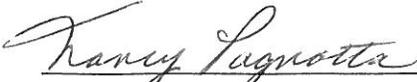
**ARTICLE XI - SAVINGS CLAUSE**

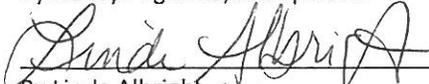
If any provision(s) of the Agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. 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.

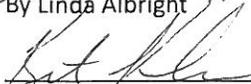
**ARTICLE XII - DURATION OF AGREEMENT**

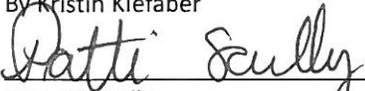
The provisions of this Agreement will be effective as of the July 1, 2016, and shall continue to remain in full force and effect until June 30, 2019.

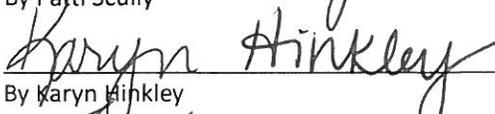
**NEWMARKET TEACHERS' ASSOCIATION**

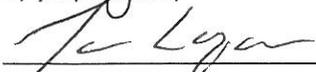
  
By Nancy Pagnotta, Chairperson

  
By Linda Albright

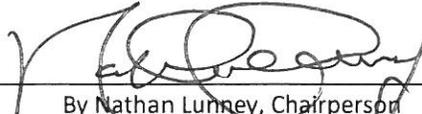
  
By Kristin Kiefaber

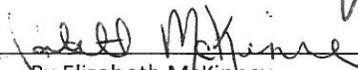
  
By Patti Scully

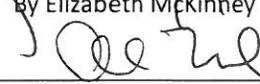
  
By Karyn Hinkley

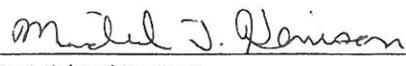
  
By Joanne Lazarus, President

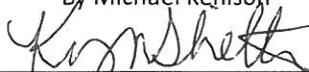
**NEWMARKET SCHOOL BOARD**

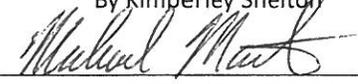
  
By Nathan Lunney, Chairperson

  
By Elizabeth McKinney

  
By Al Zink

  
By Michael Kenison

  
By Kimberley Shelton

  
By Michael Martin, Superintendent

\*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

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Resolution

---

Principal/Superintendent

2016-17

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	33,924	34,772	35,641	36,531	37,445	38,383
2	35,110	35,989	36,888	37,810	38,756	39,724
3	36,341	37,248	38,180	39,134	40,113	41,115
4	37,613	38,553	39,516	40,503	41,516	42,555
5	38,929	39,901	40,899	41,922	42,971	44,044
6	40,290	41,298	42,330	43,389	44,474	45,584
7	41,701	42,744	43,812	44,908	46,019	47,180
8	43,160	44,238	45,345	46,478	47,641	48,833
9	44,670	45,787	46,933	48,105	49,308	50,541
10	46,234	47,391	48,574	49,788	51,034	52,309
11	47,853	49,049	50,275	51,531	52,821	54,141
12	49,527	50,766	52,034	53,335	54,669	56,036
13	51,260	52,542	53,855	55,202	56,582	57,997
14	53,054	54,381	55,741	57,134	58,563	60,027
15	54,913	56,285	57,692	59,133	60,614	62,128

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.

Prior Addational 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)

2017-18

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	34,874	35,745	36,639	37,554	38,494	39,457
2	36,094	36,996	37,921	38,869	39,841	40,836
3	37,358	38,291	39,249	40,230	41,236	42,266
4	38,666	39,632	40,622	41,637	42,678	43,747
5	40,019	41,019	42,044	43,096	44,174	45,277
6	41,418	42,454	43,515	44,604	45,719	46,860
7	42,868	43,941	45,039	46,165	47,308	48,501
8	44,369	45,477	46,615	47,780	48,975	50,200
9	45,921	47,069	48,247	49,452	50,688	51,956
10	47,528	48,718	49,935	51,182	52,463	53,773
11	49,193	50,422	51,682	52,974	54,300	55,657
12	50,914	52,188	53,491	54,828	56,200	57,605
13	52,695	54,013	55,363	56,748	58,167	59,621
14	54,540	55,904	57,302	58,734	60,203	61,708
15	56,450	57,861	59,308	60,789	62,311	63,868

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.

Prior Addatinal 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)

2018-19

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>
1	35,851	36,746	37,665	38,606	39,572	40,562
2	37,104	38,032	38,983	39,957	40,957	41,980
3	38,404	39,363	40,348	41,357	42,390	43,450
4	39,748	40,742	41,760	42,803	43,873	44,972
5	41,140	42,167	43,221	44,302	45,411	46,545
6	42,578	43,643	44,734	45,853	46,999	48,172
7	44,069	45,171	46,300	47,458	48,633	49,859
8	45,611	46,750	47,920	49,118	50,346	51,605
9	47,206	48,387	49,598	50,837	52,108	53,411
10	48,859	50,082	51,333	52,615	53,932	55,279
11	50,571	51,834	53,130	54,458	55,820	57,215
12	52,339	53,649	54,989	56,363	57,773	59,218
13	54,171	55,526	56,913	58,337	59,795	61,291
14	56,067	57,469	58,906	60,379	61,889	63,436
15	58,031	59,481	60,968	62,491	64,055	65,656

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.

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  
SAU 31 Professional Development – Course Approval Form

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

1. 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
  
2. 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:	
_____ I have attached receipts, an approved copy of this form and proper proof of payment (receipt or canceled check) and a grade report.	
_____ 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"> <li> <b>Degree status</b>  <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>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> </li> </ul>	<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"> <li> <b>HQT status</b>                      Points: Two (2) points for each area of HQT, up to a maximum of six (6) points for this category                 </li> </ul>	Max = 6														
<ul style="list-style-type: none"> <li> <b>Multiple Certifications</b>                      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                 </li> </ul>	Max = 3														
<i>School Community Contribution</i>	<i>Points</i>														
<ul style="list-style-type: none"> <li> <b>Co-Curricular Activities</b>                      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.                 </li> </ul>	Max = 5														
<ul style="list-style-type: none"> <li> <b>Leadership</b>                      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.                 </li> </ul>	Max = 6														
<ul style="list-style-type: none"> <li> <b>Committee Work</b>                      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                 </li> </ul>	Max = 5														
<i>Performance</i>	<i>Points</i>														
<ul style="list-style-type: none"> <li> <b>Written Evaluations</b>                      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.                 </li> </ul>	Max = 18														
<ul style="list-style-type: none"> <li> <b>Years of Experience in SAU31</b>                      Points: One (1) point for each year of continuous service teaching for the Newmarket School District, up to a maximum of fifteen (15) points.                 </li> </ul>	Max = 15														
<b>Total Points</b>	<b>Max = 64</b>														

## Sick Bank Procedure

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 of 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.

