

AGREEMENT  
BETWEEN  
NEWMARKET SCHOOL BOARD  
AND  
NEWMARKET SUPPORT STAFF ASSOCIATION  
JULY 1, 2023 – JUNE 30, 2026

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## PREAMBLE

The Newmarket School Board (hereinafter “the School Board”) District and the Newmarket Support Staff Association (hereinafter “the Association”), enter into the following Agreement.

## ARTICLE 1 – RECOGNITION

1.1. The School Board recognizes the Association as the exclusive bargaining representative of those Newmarket School District employees in the following classifications: paraeducators and tutors.

## ARTICLE 2 - DEFINITIONS

Except as otherwise specified in this Agreement, the following terms shall have the following meanings:

2.1 “Employee” means a person holding a position in this bargaining unit.

2.2 “Seniority” shall be calculated from date of hire in the district.

2.3 “Full-time” means a person who is regularly scheduled to work at least 32.5 hours or more per week. All existing employees during the 2022-2023 school year are full time per the definition above and it is the parties intention for newly hired employees to be full time going forward.

However, if the need arises to hire someone for less than full time after the date of execution of this agreement, such will be noted on the letter of agreement issued at the time of hire.

2.4 “Supervisor” means Principal, Assistant Principal, and Director of Student Services.

2.5 For the purposes of this CBA, “days” will be qualified as either business or school days as specified within this document.

2.6 “Agreement” means the collective bargaining agreement as agreed to between the School Board and the Association.

2.7 “Probationary period” means one years from date of hire in a position in the bargaining unit.<sup>1</sup>

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<sup>1</sup> Employment by the School District in a tutor or paraeducator position before this bargaining unit existed will count toward the probationary period. For example, an employee who was employed as a paraeducator starting September 1, 2018, will complete the probationary period on September 1, 2021.

2.8 “Letter of Agreement” means/refers to the individual work agreements that the District issues to individual employees in writing. This letter notifies an employee that the District is offering the employee employment in the next school year and also informs the employee as to whether they are being given full-time or part-time employment.

2.9 “Placement Letter” refers to the written notification provided to an employee, postmarked by August 15<sup>th</sup>, regarding the grade level and teacher and/or case manager to which the employee will be assigned for the school year.

2.10 “Non-Renewal” means notification by the district to an employee, in writing that the District does not intend to offer the employee employment in the next school year.

2.11 For the purposes of this contract, the term paraeducator will be used synonymously with paraprofessional. By definition in ED 1113.12, a paraprofessional is defined as a non-certified educator who provides support services to students under the supervision of a certified educator. Educational documents, particularly IEPs, require the use of the term paraprofessional and/or rehabilitative assistant, depending on the need being addressed.

### ARTICLE 3 – NEGOTIATION PROCEDURES

3.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

3.2 The Association will notify the School Board of its intent to negotiate no later than September 1 of the year before the expiration of this Agreement.

### ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The School Board, subject only to the express language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign, non-renew and retain employees in positions within the School District; (d) to maintain the efficiency of government operations; (e) to relieve employees from duties because of lack of work or for other reasons; (f) to determine the methods, means, personnel and number of personnel by which operations are to be conducted; and (g) to take actions as may be necessary to carry out the mission of the District in emergencies.

4.2 Notwithstanding any other provision in this Agreement, the School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.

4.3 Notwithstanding any other provision in this Agreement, the School Board may, at its discretion, contract with individuals, companies or agencies for services that otherwise would be

performed by employees in this bargaining unit; however, the School Board will not contract out for the purpose of laying off employees in a classification.

4.4 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in them; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

4.5 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law.

## ARTICLE 5 – ASSOCIATION RIGHTS

5.1 Duly authorized representatives of the local, state and national levels of the Association shall be permitted to transact official Association business on school property provided this shall not interfere with nor interrupt school operations and the building administrator will be notified in advance.

5.2 The Association may use school equipment, including typewriters, duplicating equipment, copiers, computers, and audio-visual equipment, during non-work hours so as not to interfere with nor interrupt school operations. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. The Association shall comply with District policies and procedures for computer, email and internet usage. The Association acknowledges that the administration monitors District computer, email and internet usage and that employees and the Association shall have no expectation of confidentiality in such usage.

5.3 The Association may post notices of its activities and matters of employee concern on designated bulletin boards in employee eating areas. No Association notice shall be posted in or around School District property except on such boards, and no notice shall be posted until it has been signed by the appropriate Association representative.

5.4 The School District shall provide the president of the Association, electronically in Excel format, the following information for each bargaining unit member, annually on or before September 15: employee name, date of hire, position/classification, work location, salary schedule step, hours, and wage rate. During negotiation years, the information provided also shall include individual employees' elected insurance plans (e.g., single, two-person, family), the total cost of each plan, and the share of the cost that each employee is responsible to pay monthly and annually. The Association will hold the School District harmless for providing this information.

5.5 The Association president or designee will be given an opportunity to meet with members of the bargaining unit for 30 minutes immediately before or after, or during, scheduled orientation activities prior to the start of the school year.

5.6 The Association president or their designee will be released at full pay not to exceed two days per year for Association business.

5.7 Personnel files:

An employee shall have the right upon request to review the contents of their personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the association present during such review.

The employee shall acknowledge that they have had the opportunity to review any performance and/or disciplinary materials being added to their file by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

A personnel file may contain the following elements.

- Documents associated with the application and hiring process, except medical exams and I-9s
- Employment agreements, if any
- Emergency contact information
- Documents related to compensation, time worked, attendance
- Employee handbook receipt and acknowledgment
- Job description
- Training, education, certificates
- Documents related to performance: reviews, commendations, disciplinary actions, improvement plans
- Employee written responses to contents of personnel file
- Documents related to promotion, demotion or transfer
- Documents related to terminations and resignations

Each employee will have only one personnel file.

The employee may request the district remove materials from the personnel file regarding performance or disciplinary action at any time.

5.7.1 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 employee's inspection. Those complaints regarding an employee, made by any parent, student or another person, which may be used in any manner in evaluating an employee, shall be promptly investigated by the building principal or their 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 employee 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 any witnesses.

## ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 A grievance is defined as a claim by a member of the bargaining unit or by the Association that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the School Board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of School Board authority or is limited to unilateral action by the School Board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 4; (7) expiration of a letter of agreement, termination of employment during the probationary period, and expiration of an assignment; and (8) any matter which this Agreement states shall not be subject to the grievance process.

6.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within 20 school days of its occurrence or within 20 school days of when the employee reasonably should have known of the occurrence.

6.2.1 Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the grievant to proceed to the next step of the procedure. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal.

6.2.2 During the pendency of any grievance, the employee shall continue to perform all assignments and observe all applicable rules.

6.3 Informal Procedure. Any employee, who has a grievance, first shall discuss it informally with the Director of Student Services or their designee.

6.4 Formal Procedure.

6.4.1 Step 1: If the matter is not resolved to the satisfaction of the employee within 10 school days after the informal discussion, the employee may set forth the grievance in writing to the Director of Student Services or their designee. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The Director of Student Services or their designee may communicate the decision to the employee in writing within five (5) days of receipt of the written grievance.

6.4.2 Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within five (5) school days after receipt of the decision by the Director of Student Services, or, if there is no such decision, no later than five (5) school days after the deadline for such a decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the Director of Student Services, and the written decision by the Director of Student Services. The Superintendent may communicate their decision in writing to the employee within twenty (20) school days after receipt of the appeal to the Superintendent.

6.4.3 Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the grievance may be appealed to the School Board within five (5) school days after receipt of the Superintendent's decision or, if none, no later than five (5) school days after the deadline for the Superintendent's written decision. The appeal to the School Board shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance and the decisions at Steps 1 and 2. The School Board shall meet with the grievant within thirty (30) school days after receipt of the appeal to the School Board. The School Board shall communicate its decision in writing within thirty (30) school days after meeting with the grievant.

6.4.4 Step 4 (Arbitration): If the grievance is not resolved to the employee's satisfaction at Step 3, the employee shall notify the Association within five (5) school days of receipt of the School Board's decision or, if none, within five (5) school days after the deadline for the School Board's decision. If the Association determines that the matter should be arbitrated, it shall so advise the Superintendent in writing within ten school (10) days of receipt of the grievant's request.

6.5 The following procedure shall be used to secure the services of an arbitrator.

6.5.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) school days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

6.5.2 The arbitrator shall be limited to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

6.5.3 The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.



6.6 The arbitrator’s decision shall be final and binding. The arbitrator shall issue his decision to the District and the Association within thirty (30) school days after close of the arbitrator’s hearing.

6.7 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

6.8 An Association representative shall be present with the grievant at all formal steps of the grievance process if requested by the grievant.

6.9 The formal procedure for grievances of actions taken by the Superintendent or the School Board may begin at Step 2.

ARTICLE 7 – DISCIPLINARY PROCEDURES

7.1 Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and dismissal. Employees shall receive written notice of written reprimands, suspensions without pay, and dismissal.

7.2 The following shall not constitute discipline or dismissal, and shall not be subject to the grievance procedure: expiration of the expected duration of employment that is set forth in the letter of agreement, termination of employment during the probationary period, expiration of an assignment, and reduction-in-force.

7.3 The decision whether to suspend or discharge an employee shall rest with the Superintendent.

7.4 Employees are entitled to request Association representation at disciplinary meetings with the District.

7.5 Any evidence from a student in a proceeding related to discipline of an employee is not required to be presented in person by the student, and such evidence presented by an adult will be given the same weight as if it were presented in person by the student.

ARTICLE 8 – LETTER OF AGREEMENT

8.1 The District shall provide by June 1 of each year, for continuing employees only, a letter of agreement to reemploy the employee. If the employer does not intend on employing the employee in the following school year, the District shall provide the employee a notice of non-renewal in lieu of the letter of agreement.

8.2 All letters of Agreement to renew an employee shall include; the expected position (paraeducator or tutor), special ed or regular ed assignment, anticipated location/building, expected rate of pay, expected hours per day, and anticipated days per year.

8.3 For probationary employees, such letter of agreement will specify that the School District may end the employment, for any reason or no reason, during the probationary period by providing 10 business days written notice. The letter of agreement for a position that is funded wholly or partially by a grant also will specify that the position is contingent upon the School District's receipt of the grant funds. Should grant funding be discontinued, the district will make every effort to transfer the affected employee to a position for which they are qualified.

8.4 An employee who has received a letter of agreement shall sign and return the letter of agreement to the Superintendent or their designee within 10 business days. If the employee fails to do so, the employee will be deemed to have resigned voluntarily.

8.5 Once an employee receives a letter of agreement, should a transfer to another school, a reassignment, or some other change in the expected terms of employment be made by the School District, the employee shall be notified of the change at least two (2) business days when possible before the change is made. The employee shall be given the opportunity to discuss the change with administration prior to the change. However, it is recognized that placement decisions of paraeducators is a management right.

8.6 Employees will not receive separate letters of agreement for duties that they perform as part of their paraeducator or tutor positions, such as bus duty or recess duty. Employees may receive separate letters of agreement for secondary positions, such as stipended coaching or student activity or bus monitoring positions. In circumstances where a second letter of agreement is necessary, it is agreed that the total hours worked by the employee in all positions in the district shall count for purposes of determining benefits.

## ARTICLE 9 – WAGES AND HOURS

9.1 Employees shall be paid wages at regular hourly rates in accordance with the wage schedules that are attached hereto as Appendix A. Employees shall be paid wages at the regular hourly rate in accordance with the Fair Labor Standards Act (FLSA), using a time record system as determined by the District. Employees may be required to track and document certain hours worked and/or additional duties performed using separate district specified timecards, to ensure compliance with Special Education Laws, 2 CFR 200, IDEA requirements, Medicaid, and/or other requirements.

9.1.1 Each new employee shall be placed at the step on the wage schedule based on their qualifications and prior experience in a childcare or educational setting, as determined by the Superintendent or their designee.

9.1.2 Intensive Needs Differential. Child specific paraeducators whose permanent assignments include working with a child with severe behaviors and/or disabilities, shall receive an intensive needs differential of \$2.00 per hour.

The differential rate may be prorated if the behavior and/or disability is deemed to be more moderate. It may also be prorated if the staff member is not scheduled with the student for the majority of the regular workday/work week.

For an assignment to qualify for this differential, the student would have intensive instruction and services due to a severe disability or behavior that limits their participation in the regular education program.

The students case manager, building level administrator and the director of student services will review all students and staff schedules/assignments to determine which staffing assignments are eligible for the differential pay. The differential is subject to final approval by the Superintendent. The decision to award or not award the hourly premium under this section shall not be grievable, as long as the process for determining the assignment for the differential is handled consistently and applied equitably for staff members charged with similar responsibilities for moderate or severe student behavior and /or disabilities.

9.1.3 Employees will be paid longevity for service time in Newmarket at the following rates.

6-10.99 years	.50/hour
11-14.99 years	.75/hour
15-19.99 years	1.00/hour
20+ years	1.25/hour

9.1.4 An employee who actually worked more than 50 percent of the work days for the employee's position during the prior year shall receive credit for one full year of experience.

9.1.5 A continuing employee who is not yet on the top step of the wage schedule and who received credit for one full year of service in the prior year shall advance as follows on the wage schedule: 1 step in 2023-2024, 1 step in 2024-2025, and 1 step in 2025-2026.

9.2 Overtime. Employees who are authorized in writing by their supervisors to work overtime will be paid at 1 ½ times the employee's regular hourly rate for hours in excess of 40 per week. Only hours actually worked will be included in the overtime calculation; leaves and holidays will not be included in that calculation.

9.3 Pay Periods. Employees shall be paid for the hours that they actually work or are on paid leave during each pay period. Pay periods are bi-weekly.

9.4 Lunch. Paraeducators who work more than five consecutive hours will receive a 30-minute unpaid lunch, and tutors who work more than five consecutive hours will receive a 30-minute paid lunch. Each employee may leave school grounds during lunch after notifying the school office.

9.5 Professional Development Days. At least two of the non-student days each work year will be used for professional development. The Association will work with Administration and the Professional Development Committee to identify training that are needed for support staff on these days.

9.6 Substituting for Teachers. An employee who substitutes for a teacher will receive their regular wages for the day plus \$25 for a half day and \$50 for a full day. If during a single pay period an employee is assigned by administration to cover for a teacher during meetings, the employee will be paid for the time in aggregate. Building administration must approve the time.

9.7 Employees in this unit shall receive their regular hourly wage for all summer school hours worked. The regular hourly wage paid shall be in accordance with the wage scale that goes into effect as of July 1. Employees regular hourly wage shall be updated annually to reflect the appropriate rate on the wage scale each year of the contract. This will be inclusive of longevity and differential pay.

#### ARTICLE 10 – INSURANCE

10.1. Health Insurance. For employees who are regularly scheduled to work at least 30 hours per week, but less than 32.5 hours per week, the employee’s participation in one of these plans will be entirely at the employee’s expense.

10.1.1 For tutors who are regularly scheduled to work at least 32.5 hours per week, the School District will pay the following amounts toward whichever plan the employee selects, and the employee will pay the remainder:

Single	85% of the selected plan with Single Coverage
2-Person	50% of the selected plan with 2-Person Coverage
Family	50% of the selected plan with 2-Person Coverage

10.1.2 For paraeducators who are regularly scheduled to work at least 32.5 hours per week, the School District will pay the percentages listed below toward whichever plan\* the employee selects, and the employee will be responsible to pay the remainder of the cost for the plan elected beyond the amount provided by the employer.

Single	85% of Yellow with Choice Fund with Single Coverage
2-Person	85% of Yellow with Choice Fund with Single Coverage
Family	85% of Yellow with Choice Fund with Single Coverage

\*The Orange plan is the one exception to the rule above. If an employee should elect the Orange single plan, the district will pay 100% of the Orange single plan.

If the employee elects a 2P or Family Orange Plan, then the value of the Single coverage may be applied to the 2p or Family plan and the Employee will be responsible for paying the additional cost for the 2P or family plan beyond the flat dollar value of the single orange coverage that is fully paid for by the employer.

10.2 Health Insurance Opt Out Payment. Any eligible employee who opts out of all health insurance plans offered by the District for the entire contract year shall be paid \$500 at the end of the contract year. To be eligible for said payment, the employee must be regularly scheduled to work at least 32.5 hours per week, and must present proof that the employee and others for whom the employee expects to claim a personal exemption deduction hold alternative insurance from another source that provides minimum essential coverage (other than in the individual market) and that is not subsidized under the Affordable Care Act.

10.3 An insurance study committee will be formed no later than the 2024-25 school year to review existing healthcare plans, contribution rates, opt out provisions, as well as other plan options and make recommendations on future insurance plans, contributions and opt out provisions. This committee will include 2 association members who will have equal voice as all other members on the committee. Administration will appoint its members and the teachers union will appoint their participants.

10.3.1 Both parties (NSSA and the District) agree to re-open the contract for insurance changes only, if warranted, to align insurance plan elected by Teachers based on committee recommendations during the 2025-26 negotiation of the CBA.

## ARTICLE 11 – LEAVES AND HOLIDAYS

11.1 Sick Leave. Employees who are regularly scheduled to work four or more hours per day, shall accrue sick leave at the rate of one day per calendar month of work (10 days per school year). Sick time will be frontloaded for staff to access as needed throughout the year. Unused sick leave may be carried over to the next year, but no employee may accumulate more than 60 days of paid sick leave.

11.1.1 Sick leave may be used for the personal illness or injury of the employee, or the employee's medical appointments which can be made only during work hours. Up to five days of sick leave per year may be used for the illness or injury of the employee's spouse or child.

11.1.2 An employee who is regularly scheduled to work at least 32.5 hours per week and has accrued at least 30 sick days is eligible to buy back five sick days per year at \$25 per day.

11.1.3 The administration may require the employee to supply a doctor's note if an employee takes sick leave for three or more consecutive days.

11.1.4 Sick leave may be taken in half-day or full-day units.

11.2 Sick Bank. A sick leave bank shall be established for members of this bargaining unit.

11.2.1 The sick bank shall apply to an injury or illness (excluding work related injury or illness) which causes an employee to be unable to perform their contractual obligations for five contract days or more.

11.2.2 Each member of the bargaining unit shall donate one sick day on the first day of school in each school year in which an employee wishes to be deemed eligible to draw from the sick bank if needed. The sick bank will not be replenished at any time other than the first day of school each year.

11.2.3 To be eligible to receive benefits from the sick bank, a member of this bargaining unit must: (a) be in or have completed their first full school year of employment in this bargaining unit;<sup>2</sup> (b) have donated days to the sick bank as described herein; (c) have exhausted all of their sick leave under Section 11.1; (d) present satisfactory medical evidence from a medical professional who has been treating the employee which will accompany the request for time. Injury or illness criteria for sick bank needs to be clarified to make clear that time is only granted for unexpected illness or injury that prevents an employee from working. Guidelines for eligibility for the sick bank will be created by the sick bank committee and distributed to members. Illness or injury (excluding work related injury or illness) which causes the employee to be unable to perform their contractual obligations for five contract days or more; and (e) get approval of the sick bank committee.

11.2.4 An eligible employee may draw up to a maximum of 15 days from the sick bank in any one contract year.

11.2.5 Days in the sick bank that are not used in one contract year will remain in the sick bank and will be carried over to the next contract year.

11.2.6 The sick bank committee shall consist of two representatives appointed by the Association and one representative appointed by the Superintendent. The sick bank committee shall have final authority to grant or deny all sick bank requests, subject to the terms of this article.

11.2 – 11.2.6. Said decisions shall not be grievable. Two Association appointed committee members shall always be present to vote on any request. The administrator appointee shall have one (1) vote and be in place to ensure compliance with the contract as written. Alternate committee members may be selected by the association and Superintendent should members be unavailable to attend a meeting.

11.3 Personal Leave. Employees who are regularly scheduled to work at least 4 hours per day and at least 180 days per year shall be granted two days of personal leave during a contract year. Personal leave must be requested in advance and is subject to a supervisor's approval. Personal leave shall be limited to personal business that cannot be performed during outside work hours. Personal leave shall not be taken on the workday immediately preceding or immediately

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<sup>2</sup> An employee who begins in the bargaining unit after the first day of school will not be eligible to receive benefits from the sick bank until the following school year.

following a vacation or holiday, except with the approval of the Superintendent or their designee. Unused personal leave may not be carried over to the next contract year, and will not be compensated when the employee's employment ends or at any other time.

11.4 Bereavement Leave. Employees may take (5) five days of paid bereavement leave per occurrence for a death in the immediate family. "Immediate family" means: spouse/partner, parents, step-parents, guardian, ward, parents-in-law, children/stepchildren, siblings, step-siblings, grandchildren, grandparents, son-in-law, daughter-in-law and dependents, and members of the household in which the employee is living. Other bereavement leave may be approved by the Superintendent or their designee in unusual circumstances. Unused bereavement leave may not be carried over to the next contract year, and will not be compensated when the employee's employment ends or at any other time.

11.5 Jury Leave. Employees who are called for jury duty shall receive their full pay during their absence, less any amount paid by the court. Employees who are subpoenaed to appear as a witness in a lawsuit arising out of or relating to the performance of their duties for the District, except in a suit in which the employee is a plaintiff against the District, the School Board, or an administrator of the District, shall receive their full pay during their absence, but shall assign any witness fees paid to the District.

11.6 Leave Without Pay. An employee may request unpaid leave. Such leave may be granted at the School Board's sole discretion, based on the Superintendent's recommendation. The Superintendent's recommendation and the Board's decision shall not be subject to the grievance process.

11.7 Beginning in the 2023-24 year of this agreement all employees will be afforded five (5) paid holidays. The holidays are as follows: Veteran's Day, Thanksgiving Day, Christmas Day, Day after Christmas and New Year's Day.

11.8 For purposes of paid leave and holidays, hours will be paid based on scheduled hours for the day. For example, if an employee takes a day of paid leave on a day that they were scheduled to work four (4) hours, the employee will be paid for four (4) hours. If a recognized holiday falls on a weekend day, the employee will be provided the paid day off on an alternate day in accordance with the district holiday calendar.

## ARTICLE 12 – DUES AND DEDUCTIONS

12.1 Upon individual written authorization by an employee who is a member of the Association, the School District will deduct from the pay of such employee the current Association dues, as certified to the School District by the treasurer of the Association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction, and the School District shall forward the amount so collected to the Association at least once per month. However, the School District shall not deduct dues for the wages of any employee who notifies the School District and the Association in writing that the employee is withdrawing a previous authorization for such deductions.

12.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to indemnify and hold harmless the School District.

#### ARTICLE 13 – REDUCTION IN FORCE

13.1 The School Board and administration shall have the authority to determine the number and qualifications of employees in each job classification. The job classifications in this bargaining unit are paraeducators and tutors.

13.1.1 If a reduction in force in this bargaining unit is being considered by the School Board, the Association president will be notified.

13.2 In the event the School Board and administration determine that it is necessary to conduct a reduction in force in one or more job classifications, the administration shall initially attempt to determine the number of any resignations and retirements within each such job classification in order to avoid unnecessary layoffs.

13.3 If layoffs are still necessary after resignations and retirements have been addressed, then the administration shall layoff probationary employees first before non-probationary employees. The exception to this rule shall be in the case where a probationary employee has a specialized skill set that is necessary to meet student needs. In such cases, the district has the right to maintain that employee regardless of their probationary status.

13.4 If layoffs are still necessary after all probationary employees have been laid off, then administration shall lay off remaining non-probationary employees in inverse order of seniority.

13.5 A reduction in force may occur at any time during the contract year, but an employee who is laid off shall receive 10 business days written notice of the layoff.

13.6 Employees who are laid off shall be offered recall to vacancies in the job category from which they were laid off, in reverse order of layoff. There shall be a two-year limit on recall rights. Recall notices shall be mailed by the School District via Priority Mail with a receipt for delivery. Each employee shall be responsible for notifying the Superintendent in writing of their current address. An employee will have 10 business days to respond to a recall notice. If an employee does not accept the offered recall within the 10 business days, the employee shall be removed from the recall list.

13.7 Laid off employees shall be given priority consideration for substitute positions within their job classification.

13.8 Employees recalled to work shall have all seniority, wages and benefits restored that they had at the time of layoff.



## ARTICLE 14 – MISCELLANEOUS

14.1 Notices of vacant positions within this bargaining unit shall be posted by the School District on a bulletin board in each school or on the District's website, concurrently with posting external notices of vacancies. Except in an emergency, each notice shall be posted for at least five calendar days before the School District fills a position. Interviews shall be given to all qualified internal candidates.

14.2 Employees who desire a transfer or reassignment may file written notice via email, with the Director of Student Services. Seniority will be a factor when considering such requests. However, all assignments, reassignments, and transfers shall be determined at the discretion of the Superintendent or their designee.

14.3 A supervisor shall evaluate the performance of each employee at least once per full contract year, no later than June 1, on an evaluation form to be determined by the Superintendent or their designee. The employee and that supervisor will meet to discuss the contents of the evaluation, if the employee or the supervisor request such a meeting within 30 business days after the evaluation is delivered to the employee.

14.3.1 The district administration will form a committee to review the supervision and evaluation model for all positions within this bargaining unit. The committee will include paraeducators, tutors, district administrators and building level administrators. The association president will appoint three paraeducators and two tutors to participate in the committee. Work of the committee will be to review and make recommendations to the superintendent on the supervision process, the evaluation tool(s) used and the onboarding needs of new staff, which will include but not limited to discussion and feedback regarding whether a mentoring program is needed for new hires. The committee will also incorporate recommendations regarding on-going professional development needs of employees in this bargaining unit. A report of the committee's findings will be made to the superintendent prior to the start of the 2023-2024 evaluation cycle.

14.4 Each professional employee upon initial employment will receive a copy of the current Agreement, including appendices electronically.

14.5 The School Board agrees to make available to the Association president a copy of the agenda on the morning of the day of the Board meeting. Copies of the minutes of the meeting will be forwarded to the Association president electronically promptly after they are available.

14.6 When change to a School Board policy is considered and/or a new policy is being discussed, which impacts the employees in this unit, the Association shall be notified in a or their monthly Superintendent meetings and the policy will be made available electronically. Copies of changed policy will be forwarded to the Association President promptly upon request.

14.7 A meeting between the Association president and the Superintendent shall take place monthly at mutually agreeable times and locations, unless the parties mutually agree that a

meeting is not needed in any given month. Agenda's for such meetings shall be determined between the parties in advance of each meeting. The purpose of the meeting will be to facilitate open communication between the parties.

14.8 An employee will be provided a copy of their job description when hired and upon request.

14.9 The School District will provide such safety training to employees as the administration deems necessary. The Association will have the opportunity to provide input to administration regarding safety training that may be needed through the Joint Loss Management Committee.

14.10 As integral and respected members of the school's educational staff, paraeducators and tutors will be required to attend at minimum, one monthly staff meeting unless scheduled for another purpose. Employees shall be paid their regular hourly rate.

#### ARTICLE 15 – SEVERABILITY

15.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in full force and effect. In such instance, the School Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating modifications to the Agreement.

#### ARTICLE 16 – AMENDMENTS TO AGREEMENT

16.1 This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

#### ARTICLE 17 – DURATION

17.1 This Agreement shall be in full force and effect from July 1, 2023 through June 30, 2026.

17.2 The School District will submit a copy of this Agreement to the Public Employee Labor Relations Board.

SIGNATURES

In witness whereof, the parties have executed this Agreement on the dates below.

NEWMARKET SCHOOL BOARD

4/20/23  
Date

By: [Signature]  
Title: Chair Person

NEWMARKET SUPPORT STAFF ASSOCIATION

4/20/23  
Date

By: [Signature]  
Title: Para

4/20/23  
Date

By: [Signature]  
Title: Para

4/20/23  
Date

By: [Signature]  
Title: TUTOR

4/20/23  
Date

By: [Signature]  
Title: Para 12

4/20/23  
Date

By: [Signature]  
Title: co-President Para

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix A-Wage Schedules

<b>FY 2023-2024 (Year 1)</b>		
<b>Step</b>	<b>Paraprofessional</b>	<b>Tutor</b>
1	\$ 16.62	\$ 21.02
2	\$ 17.05	\$ 21.55
3	\$ 17.48	\$ 22.08
4	\$ 17.91	\$ 22.61
5	\$ 18.35	\$ 23.14
6	\$ 19.02	\$ 24.00
7	\$ 19.71	\$ 24.91
8	\$ 20.43	\$ 25.84
9	\$ 21.19	\$ 26.80
10	\$ 21.58	\$ 27.81
11	\$ 22.00	\$ 28.34
12	\$ 22.61	

<b>FY 2024-2025 (Year 2)</b>		
<b>Step</b>	<b>Paraprofessional</b>	<b>Tutor</b>
1	\$ 17.29	\$ 21.86
2	\$ 17.74	\$ 22.41
3	\$ 18.18	\$ 22.96
4	\$ 18.63	\$ 23.51
5	\$ 19.08	\$ 24.06
6	\$ 19.78	\$ 24.96
7	\$ 20.50	\$ 25.91
8	\$ 21.25	\$ 26.87
9	\$ 22.04	\$ 27.87
10	\$ 22.45	\$ 28.92
11	\$ 22.88	\$ 29.47
12	\$ 23.52	\$ -

<b>FY 2025-2026 (Year 3)</b>		
<b>Step</b>	<b>Paraprofessional</b>	<b>Tutor</b>
1	\$ 17.81	\$ 22.52
2	\$ 18.27	\$ 23.08
3	\$ 18.73	\$ 23.65
4	\$ 19.19	\$ 24.22
5	\$ 19.65	\$ 24.79
6	\$ 20.37	\$ 25.71
7	\$ 21.12	\$ 26.68
8	\$ 21.88	\$ 27.68
9	\$ 22.70	\$ 28.71
10	\$ 23.12	\$ 29.79
11	\$ 23.56	\$ 30.35
12	\$ 24.22	\$ -

