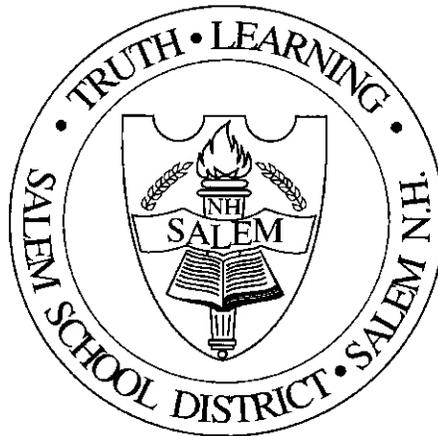


Agreement Between

SALEM SCHOOL BOARD

And The

SALEM EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION



**2014-2015**

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SESPA 2014-2015

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ARTICLE 1 AGREEMENT:

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This Agreement made and entered on this 1st day of July 2014, by and between the Salem School Board, hereinafter referred to as the “Board”, “Employer”, or “District”, and the Salem Educational Support Personnel Association, NEA-New Hampshire, hereinafter referred to as the “Association”, “Union”, “Assistants”, and “Employees”.

1  
2 ARTICLE 2 RECOGNITION:  
3

4 **Section 1:** The Board recognizes the Association as having been certified by the New  
5 Hampshire Public Employee Labor Relations Board pursuant to RSA 273-A, as the exclusive  
6 representative of Library Assistant, Nurse Assistant, Cafeteria Assistant, Support Assistant,  
7 Educational Assistant-Classroom, and Educational Assistant-Special Education.  
8

9 **Section 2:** Probationary Period: There shall be a probationary period of ninety (90) work days  
10 of employment for newly hired employees. Contractual benefits, where applicable take effect  
11 from the date of hire, except that the provisions of Article 17 Disciplinary Procedures, and the  
12 right to grieve under Article 12, shall not apply during probationary period.  
13

1  
2 ARTICLE 3 DEDUCTIONS:  
3

4 **Section 1:** Upon presentation of written authorization by an employee, the District agrees to  
5 deduct from each Association member so authorized the appropriate dues as certified to the  
6 employer by the Treasurer of the Association, and forward the same to the Association  
7 Treasurer. Said deduction is to be made each pay period. However, if any employee has no  
8 check coming to him/her or the check is not large enough to satisfy the assignment, then and in  
9 that event only, no collection will be made from said employee for that pay period. However,  
10 the full dues shall be deducted during the course of the school year. The Association shall save  
11 the Board harmless from any disputes as a result of dues deduction.  
12

13 **Section 2:** Each employee who, on July 1, is a member of the Union, and each employee who  
14 becomes a member after that date shall continue his/her membership in the Union during the  
15 duration of this agreement; provided, however, that an employee may, at his/her discretion and in  
16 writing withdraw his/her membership from the Union within ten (10) calendar days of July 1 of  
17 the contract thereafter. The Association shall be notified within the time limits specified above.  
18

19 **Section 3:** Assistants leaving the district during the school year will have any outstanding dues  
20 balance deducted from their last paycheck, providing said check has sufficient funds.  
21

22 **Section 4:** The District agrees to deduct from the employees authorized monies to be transferred  
23 to annuity companies, insurance companies, credit unions, banks, and charitable organizations  
24 such as the United Fund, in accordance with the Salem School District Policy. If any employee  
25 has no check coming to him/her or the check is not large enough to satisfy the authorized  
26 transfers, then and in that event, the employee shall immediately remit sufficient monies to the  
27 District, in addition to any monies deducted, to satisfy the authorized transfers.  
28

1  
2 ARTICLE 4 NEGOTIATIONS PROCEDURE:  
3

4 **Section 1:** On or before August 1 of any year preceding the expiration date of this Agreement,  
5 either party may notify the other party of its intent to negotiate terms of a successor agreement.  
6 Within twenty (20) calendar days of the receipt of the notice the parties shall meet.  
7

8 **Section 2:** The parties agree to negotiate in good faith according to the procedures set forth in  
9 RSA 273-A. Each party shall make proposals, counter proposals and exchange data in an effort  
10 to reach an accord on all negotiable issues raised with respect to salaries, benefits and working  
11 conditions.  
12

13 **Section 3:** Either party may, if it desires, utilize the services of outside consultants.  
14

15 **Section 4:** Any final agreement reached shall be subject to the approvals in RSA 273-A and  
16 shall be reduced to writing and signed by the board and the Association.  
17

18 **Section 5:** Copies of this Agreement will be provided electronically at Board expense and given  
19 to each employee within thirty (30) days of reaching final agreement. The District human  
20 resource office will, at District expense, provide one paper copy of the agreement annually to  
21 any employee who requests one.  
22

1  
2 ARTICLE 5 ASSOCIATION RIGHTS:  
3

4 The Association shall have the following rights:  
5

6 **Section 1:** Association officers or their designees, during working hours and without loss of  
7 time or pay, may represent employees in negotiations and may, by mutual agreement, investigate  
8 and present grievances to the employer.  
9

10 **Section 2:** Use of School Facilities and Equipment: The Association shall have the right to use  
11 school facilities for meetings upon prior request and approval of the principal.  
12

13 **Section 3:** The Association shall be provided with bulletin boards or sections thereof for the  
14 purpose of posting Association materials. The Association shall also have the right to use school  
15 mails to distribute Association materials.  
16

17 **Section 4:** A copy of all agenda and official minutes of School Board meetings shall be  
18 available to the president of the Association upon request to the Superintendent of Schools.  
19

20 **Section 5:** A SESPA representative may be present, without pay, at the new hire orientation held  
21 in the summer each year.  
22

1  
2 ARTICLE 6 EMPLOYEE RIGHTS AND PROTECTION:  
3

4 **Section 1:** No employee shall be required to appear before the School Board without forty-eight  
5 (48) hours written notification. An employee may have a representative of the Association  
6 accompany him/her to this meeting with the school Board.  
7

8 **Section 2:** Upon twenty-four (24) hours notice, an employee will have the right to review the  
9 contents of his/her personnel files, except for recommendations from prior employment, and to  
10 have a representative of the Association accompany him/her in such review. Other  
11 examinations of an employee's file shall be limited to qualified personnel. Each file shall  
12 contain a record indicating who has reviewed it, and the date reviewed.  
13

14 **Section 3:** No derogatory materials will be placed in an employee's personnel file unless the  
15 employee has had an opportunity to review the materials. Complaints against the employee shall  
16 be put in writing with the names of the complainants, administrative action taken, and remedy  
17 clearly stated. The employee may submit a written notation regarding any material and the same  
18 shall be attached to the file copy of the material in question. When material is to be placed in an  
19 employee's file, the affected employee shall review and sign said material, such signature shall  
20 be understood to indicate awareness of the material but in no instance shall said signature be  
21 interpreted to mean agreement with the content of the material.  
22

23 **Section 4:** All employees may request and shall be entitled to have present a representative of  
24 the Association during any meeting considered by the employer to be disciplinary in nature. The  
25 employee shall be advised by the employer that said meeting is considered disciplinary . When a  
26 request for a representative is made, no meeting shall be held with the employee until such  
27 representative is notified and has an opportunity to be present.  
28

29 **Section 5:** Employee rights under any state or federal law shall not be abridged by the Board or  
30 Association.  
31

1  
2 ARTICLE 7 EMPLOYEE WORK SCHEDULES:  
3

4 **Section 1:** Regular Work Day - The Actual hours of work will be set to meet the needs of the  
5 school. The hours will be established for a school year no later than August 20th each year. In  
6 the event the hours are to be changed, the employee and the Association will receive at least two  
7 weeks notice. In no event shall an employee's regular work day begin more than one (1) hour  
8 before the regular student day or end more than one (1) hour after the regular student day.  
9

10 **Section 2:** Work Beyond the Regular Day: When an employee is required by an administrative  
11 official to attend and/or participate in school meetings and/or other school events that are not  
12 within the regular day, the employee shall be paid for the time worked.  
13

14 **Section 3:** Assistants will report to their respective work-sites two days prior to the start of  
15 school, for which they will receive their hourly rate of pay for hours worked.  
16  
17

1  
2 ARTICLE 8 VACANCIES & TRANSFERS:  
3

4 **Section 1:** A position is considered vacant when an employee has left the position or when the  
5 employer has created a new position.  
6

7 **Section 2:** Employees seeking transfer and employees severed due to layoffs shall be given first  
8 consideration for any vacancy. Employees severed due to layoff must submit a letter of interest  
9 to the Superintendent's office within five (5) work days of the vacancy posting to be considered  
10 for that vacancy.  
11

12 **Section 3:** When the District involuntarily transfers an employee from one assignment to  
13 another, the employee shall be notified five (5) calendar days prior to the change.  
14

15 **Section 4:** It is understood by the parties that only the procedural aspects included in this article  
16 will be subject to the grievance procedure.  
17

1  
2 ARTICLE 9 JOB SECURITY  
3

4 Section 1 - Unless otherwise defined by this Agreement, any employment relationship with the  
5 Salem School District is of an “at will” nature, which means that the Employee may resign at any  
6 time and the school district may discharge the Employee at any time.  
7

8 Section 2 - Reduction in Force  
9

10 If there is to be a lay off or any reduction in the work force in the Salem School District, the  
11 person with the least seniority by job title shall be laid off first. All laid off employees will be  
12 kept on a recall list for a maximum of 15 months. Refusal to accept a position upon recall from  
13 lay off shall result in the name being removed from the list.  
14

15 Seniority shall be defined as the total length of service by job title. Seniority accrual for transfers  
16 into a new job title shall begin on the effective date of the transfer or promotion. All seniority  
17 earned in the previous job title shall be retained in the event the employee re-enters that job title.  
18

19 Classifications and the job titles within classifications are as follows:  
20

21 Group A

22 Cafeteria Assistant  
23 Support Assistant – PT  
24

25 Group B

26 Support Assistant – FT  
27 Educational Assistant – Classroom - PT  
28

29 Group C

30 Library Assistant  
31 Nurse Assistant  
32 Educational Assistant – Classroom – FT  
33 Educational Assistant – Special Education – FT  
34 Educational Assistant – Special Education – PT  
35

1  
2 ARTICLE 10 VACATIONS, HOLIDAYS, AND LEAVES  
3

4 **Section 1 - Vacation:**

5 Employees working 25 or more hours per week, paid for 170 work days during the school year,  
6 and who have completed 2 years of service shall be entitled to 7 days of vacation pay.

7 Employees working 25 or more hours per week, paid for 170 work days during the school year,  
8 and who have completed 10 years of service will receive 10 days of vacation pay. Vacation pay  
9 will be paid in the pay period following the last scheduled work day of the school year.

10 However, if school is closed due to unforeseen circumstances or inclement weather, eligible  
11 employees will be paid a vacation day for each day closed up to a maximum of three days. The  
12 balance of the vacation days will be paid in the pay period following the last scheduled work day  
13 of the school year. Employees are ineligible for time off for vacation during the school year.

14 Employees must be employed by the District for the entire school year to be eligible for vacation  
15 pay for that year. Employees who are assigned to a long-term substitute position for a classroom  
16 teacher shall not be listed as on a leave of absence. If vacation is paid during the year and an  
17 employee does not work the required 170 days, then the vacation day(s) paid during the year will  
18 be deducted from the final pay.

19  
20 Employees working less than 25 hours per week shall not be entitled to vacation.

21  
22 **Section 2 – Leave Days:**

23 The school board recognizes that circumstances may require the absence of the employee from  
24 work during the school year. Each employee will be credited with seven (7) days of leave for  
25 absences for these circumstances. For employees working 25 or more hours per week, this leave  
26 is cumulative up to 41 days. For employees working less than 25 hours per week, this leave is  
27 not cumulative. Parties recognize that leave as described in this Article does not encompass an  
28 absence which is more appropriately characterized as vacation. Except in the case of illness, the  
29 employee will be required to submit the request for leave in writing to the building administrator  
30 48 hours in advance of the time when such leave will be taken. In the case of illness, employees  
31 will endeavor to notify the building administrator or designee in advance of their scheduled work  
32 hours.

33  
34 For employees working 25 or more hours per week and for employees working less than 25  
35 hours per week, the district will pay a stipend in the amount of \$250.00 at the end of the school  
36 year to each employee who has maintained perfect attendance for that school year. The district  
37 will pay a stipend in the amount of \$125.00 at the end of the school year to each employee who  
38 has taken only (1) leave day for that school year. Bereavement days and association days are not  
39 counted toward year-end totals.

40  
41 **Section 3 – Holidays:**

42 Employees working 25 or more hours per week will receive the following nine (9) paid holidays,  
43 provided the employee works the day before or the day after the holiday: Labor Day, Columbus  
44 Day, Veteran’s Day, Thanksgiving Day, day after Thanksgiving, Christmas, New Year’s Day,  
45 Civil Rights Day, and Memorial Day.

1  
2 For the purposes of this section only, an employee shall be considered to have “work(ed)” the  
3 day before or the day after the holiday, if said employee is on a granted bereavement leave for  
4 such day. In the event that school begins after Labor Day, the requirement to work the day prior  
5 to Labor Day will be waived.  
6

7 Employees working less than 25 hours per week shall not be entitled to holidays.  
8

9 **Section 4 – Bereavement:**

10 Employees working 25 or more hours per week and employees working less than 25 hours per  
11 week shall be granted a Bereavement Leave of up to five (5) consecutive days (weekends  
12 excluded) in the event of a death for the following relations: Child, Spouse, Sister, Brother,  
13 Father/Stepfather, Mother/Stepmother, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-  
14 law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, Aunt and Uncle. Also included  
15 are relatives, significant other, or ward residing in the same household. If any of these days off  
16 are employees’ scheduled working days, the employee shall suffer no loss in pay.  
17

18 **Section 5 – Jury Duty:**

19 Any employee summoned for jury duty shall be paid his/her full salary for each working day of  
20 absence provided he/she pays the District the jury fee(s).  
21

22 **Section 6 – Association Leave:**

23 SESPA members may attend as official delegates the NEA-NH Assembly of Delegates or other  
24 State/National official function/meetings with pay after receiving the Superintendent’s approval  
25 provided, however, that the total number of days available for all requests for attendance will not  
26 exceed 4 days.  
27

1  
2 ARTICLE 11 UNPAID LEAVES  
3

4 An unpaid leave may be requested by an employee to care for; the employee's child upon birth,  
5 care for the employee's child upon adoption or foster care; an employee's parent, spouse, or  
6 child with a serious health condition; or, when an employee is unable to work because of a  
7 serious health condition;  
8

9 Family Medical Leave Act (FMLA) provides eligible employees with up to twelve weeks in any  
10 twelve month period of unpaid, job-protected leave for the above mentioned reasons. The  
11 District and Employee shall follow the guidelines of the Family Medical Leave Act of 1993.  
12

13 For purposes of this Article, "eligible " is defined as an employee working 1070 or more hours  
14 per year, and has been employed by the District for the twelve months prior to the request for  
15 leave.  
16

17 All requests for unpaid leave shall be submitted to the Superintendent for approval. Requests for  
18 leave for the above purposes by employees not eligible for FMLA leave and requests for leave  
19 for any other purpose shall be granted at the discretion of the Superintendent.  
20

1  
2 ARTICLE 12 GRIEVANCE PROCEDURE:  
3

4 **Section 1:** A grievance shall mean a complaint by one or more employees of the school district  
5 covered by this Agreement that there has been an alleged violation, misrepresentation or  
6 misapplication with respect to one or more provisions of this Agreement.  
7

8 **Section 2:** An “aggrieved person” is the person making the complaint.  
9

10 **Section 3:** The parties recognize the most desirable way to resolve a problem, is to do so  
11 informally. The employee making the claim may request the assistance of any of their superiors  
12 to reach an informal resolution of the grievance without representation of the Association.  
13 Failing to satisfy their grievance, or if they choose not to follow the informal route, the grievance  
14 shall be reduced to writing on the Grievance Form, Appendix A, of this Agreement. The  
15 grievance must be reduced to writing within fifteen (15) working days of it’s occurrence or of the  
16 time employee should have known of its occurrence. In the event the building principal is absent  
17 from work for ten (10) consecutive days, the grievant may request that the Superintendent  
18 appoint another administrator to process the grievance through Step 1 of the grievance  
19 procedure.  
20

21 **Section 4:** Once a grievance is reduced to writing, the following procedures will be in effect.  
22 The number of days indicated at each step should be considered maximum. The time limits may  
23 be extended by mutual agreement.  
24

25 **STEP 1** The grievance should be submitted to the Principal who shall respond in writing  
26 within (5) working days. If the grievant is not satisfied with the response, or if no response is  
27 received, they may within five (5) working days proceed to:  
28

29 **STEP 2** A written grievance shall be submitted to the Superintendent of schools who may  
30 assign a central office administrator to meet with the grievant and their representatives. The  
31 administrator shall review the information considered to be relevant and respond in writing  
32 within seven (7) working days of receipt of the grievance. If the employee is not satisfied with  
33 the response, or if no response is received, and with approval of the Association, they may within  
34 ten (10) working days, proceed to:  
35

36 **STEP 3** On request, the Board shall review the grievance and shall hold a meeting with the  
37 grievant. Within twenty (20) days of the receipt of the appeal, the Board shall render a decision  
38 in writing. If the employee is not satisfied with the response, or if no response is received, and  
39 with approval of the Association, they may within ten (10) working days, proceed to:  
40

41 **STEP 4** Arbitration by and under the rules of the American Arbitration Association. The  
42 Association shall advise the Board in writing of the decision for arbitration.

43 a) The decision of the arbitrator shall be advisory only.

44 b) The arbitrator shall submit a report to the grievant, the Association , and the Board  
45 within (30) days of completion of the hearings.

- 1 c) The cost of the advisory arbitration shall be borne equally by the Board and the  
2 Association.  
3 d) Neither the Board nor the Association will be permitted to assert any ground or  
4 evidence before the arbitrator which was not previously disclosed to the other party.  
5

6 **Section 5:** Failure at any level of this procedure to communicate the decision on a grievance  
7 within the specified time limits shall permit the grievant to proceed to the next level. Failure at  
8 any level of this procedure to appeal a grievance to the next level within the specified time limits  
9 shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision  
10 rendered at that level.  
11

12 **Section 6:** A grievance may be withdrawn by the grievant at any time.  
13

14 **Section 7:** When a grievance is reduced to writing, an aggrieved person may be represented at  
15 all stages of the grievance procedure by the Association; however, the grievant must be  
16 "present". If it is physically impossible for the grievant to be present, the grievant will be  
17 provided with an extension not to exceed seven (7) calendar days. This timeline may be  
18 extended upon mutual agreement.  
19

20 **Section 8:** All documents, communications and records concerning a grievance shall be filed  
21 separately, and not in a personnel file of the employee.  
22

23 **Section 9:** The Board and the Association shall assume that the parties of interest and witnesses  
24 are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal.  
25

ARTICLE 13 INSURANCE:

**Section 1:** The Board shall offer employees who work 25 or more hours per week a variety of health plans, including, but not limited to, the following: Blue Choice 3-tier health plan, Blue Choice 2-tier health plan, or the health maintenance organization (HMO) health plan currently offered by the District. Prescription coverage for all plans shall be \$10/\$20/\$45. Office visit copayments for all plans shall be \$20. Employees will pay the cost of the premium of the plan of choice through payroll deductions. Said deduction is to be made each pay period. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments the employee will immediately remit the amount due to the district. Failure to make the premium payments in this event will result in termination of the employee's enrollment in the plan.

**Section 2:**

- A. For eligible employees, the Board shall pay a fixed dollar cap toward the premium of a health plan offered in Section 1:
- The District contribution for single coverage will be \$7,028 plus the weighted average increase by plan type in the previous year.
  - The District contribution for two-person coverage will be \$7,028 plus the weighted average increase by plan type in the previous year plus 10%.
  - The District contribution for family coverage will be \$7,028 plus the weighted average increase by plan type in the previous year plus 15%.

If the premium is less than the maximum District contribution, then the premium cost will be the maximum contribution by the District.

**Section 3:** For employees working 20 hours or more per week, the District will provide \$20,000 of life insurance.

ARTICLE 14 COMPENSATION:

**Section 1 - Salary Schedule:**

<b><u>Represents 1.50% Increase in 2014-2015 Salary Schedule</u></b>				
<b><u>Class</u></b>	<b><u>YOS 0-3</u></b>	<b><u>YOS 4-10</u></b>	<b><u>YOS 11-15</u></b>	<b><u>YOS 16+</u></b>
<b><u>Class A:</u></b> Cafeteria Assistant; Support Assistant - PT	\$11.34	\$11.87	\$12.08	\$12.29
<b><u>Class B:</u></b> Support Assistant - FT; Educational Asst. - Classroom - PT	\$13.45	\$14.09	\$14.33	\$14.59
<b><u>Class C:</u></b> Library Assistant; Nurse Assistant; Educational Asst. - Classroom - FT; Educational Asst. - Spec. Ed. - FT and PT	\$13.79	\$14.45	\$14.71	\$14.96

For purposes of this Agreement, "Full Time" shall mean that the employee's scheduled workweek consists of 25 or more hours.

For purposes of this Agreement, "Part Time" shall mean that the employee's scheduled workweek consists of less than 25 hours.

**Section 2 – Certifications:**

An Educational Assistant who holds certification from the New Hampshire Department of Education as a Paraeducator II or as a teacher will receive \$0.50 per hour in addition to the hourly wages under Section 1 of this Article.

ARTICLE 16 SAVINGS CLAUSE:

1  
2  
3 If any provision of this Agreement or application to any employee or group of employees shall  
4 be contrary to law, then such provision or application shall not be deemed to be valid and  
5 subsisting except to the extent permitted by law, but all other provisions or applications will  
6 continue in full force and effect.  
7

1 ARTICLE 17 DISCIPLINARY PROCEDURES:  
2

3 **Section 1:** It is recognized that school employees serve the public and they are expected to  
4 follow the rules and regulations of work performance and personal conduct, to work well with  
5 their fellows, and to do things that contribute to good job performance and reaching the goals of  
6 the District. When behavior departs from the standards set by the District the need for  
7 disciplinary action arises.  
8

9 **Section 2:** Disciplinary actions shall be consistent with the infraction for which disciplinary  
10 action is being applied.  
11

12 **Section 3:** All suspensions and discharges must be stated in writing with the reason stated and a  
13 copy given to the employee and the Association at the time of suspension or discharge.  
14

15 **Section 4:** Disciplinary actions shall normally follow this order. However, discipline may be  
16 taken out of order depending on the severity of the infraction.

- 17 a) a verbal warning
- 18 b) a written warning
- 19 c) suspension without pay
- 20 d) discharge

21 **Section 5:** An employee may be suspended or discharged for, but not limited to the following  
22 reasons:

- 23 a) misconduct during employment
- 24 b) incompetence or inefficiency
- 25 c) failure to perform assigned duties
- 26 d) disobedience of a supervisor
- 27 e) intoxication while on duty
- 28 f) failure to observe rules and regulations established by the School  
29 Board and /or the administration.
- 30 g) conviction of a felony
- 31 h) incompatibility with other employees
- 32 I) unauthorized absence from duty  
33

34 **Section 6:** No employee shall be disciplined or discharged without just cause.  
35

36 **Section 7:** The personnel record of any employee will be cleared of written reprimands after a  
37 period of (18) eighteen months from the date of the reprimand, provided there are no similar  
38 infractions committed during the intervening period. The personnel record of an employee will  
39 be cleared of suspension notices after a period of three (3) years from the date of suspension,  
40 provided there are no similar infractions committed during the intervening period.  
41

ARTICLE 18 MANAGEMENT CLAUSE

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8  
9  
10  
11  
12

**Section 1:** The Board subject only to the language of this agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with the applicable laws and regulations to direct and manage all activities of the School District.

**Section 2:** The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority which by law are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion and authorities.

1 ARTICLE 19 EDUCATIONAL IMPROVEMENT

2  
3 **Section 1:** If the Superintendent requires employee to attend a course, the employee shall be  
4 paid at their hourly rate for their time in attendance. The District shall pay for the cost of a  
5 required course.

6  
7 **Section 2:**

8  
9 (A) Each active employee within the union is eligible for course, workshop, and/or  
10 conference (hereinafter "Course") reimbursement each school year in accordance with the  
11 following guidelines.

12  
13 (B) Eligible employees may be reimbursed only for Courses of study that the Superintendent  
14 determines are directly related to the employee's present job (including level of  
15 responsibility and length of service), the nature and purpose of the Course, and/or the  
16 benefit to be derived by the employee and the District.

17  
18 (C) Employees seeking Course reimbursement must have the written prior approval of the  
19 Superintendent before enrollment. Such approval will not be granted without a positive  
20 recommendation by the employee's supervisor.

21  
22 (D) Employees seeking reimbursement must submit a certified transcript of their grades and a  
23 receipt of the expense incurred. The District shall then reimburse the employee, in  
24 accordance with the above guidelines, the cost of tuition, mileage at the current IRS rate  
25 for workshops and conferences, registration and/or lodging.

26  
27 (E) Employees who, prior to completing the approved Course, voluntarily leave the District  
28 shall not be reimbursed for the expenses associated with the Course.

29  
30 (F) Employees are expected, under normal circumstances, to schedule Course attendance and  
31 the completion of study assignments outside of their regular working hours. Employees  
32 will not be paid for the time to attend Courses that are not during their regular working  
33 hours.

34  
35 (G) Records of all Courses completed by each employee shall be maintained in the  
36 employee's personnel file.

37  
38 (H) Reimbursement shall be made for a grade "C" or better, passing a "fail-pass" course, or  
39 receiving a certification indicating satisfactory completion of the Course. The total pool  
40 (total amount of reimbursements available) for all employees shall not exceed two  
41 thousand two hundred dollars (\$2,200). Reimbursement is limited to a maximum of two  
42 hundred dollars (\$200) per employee per school year. If any funds remain unexpended  
43 on May 1<sup>st</sup>, employees who did not receive full reimbursement for coursework may apply  
44 for additional reimbursement.

ARTICLE 20 DURATION

The Agreement shall be in effect from July 1, 2014 through June 30, 2015. The monies needed to fund this Agreement in each year of its term must be appropriated annually at a school district meeting duly warned for that purpose. Should an annual meeting fail to appropriate all the monies necessary to fund this Agreement in any given year of its term, then and in that event either party may reopen negotiations on all or part of the entire Agreement, and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

AGREED this 8th day of April, 2014

BY:

The Salem Educational Support Personnel Association:

The Salem School Board:

*Gronne P. Borghetti*

*Patricia Corbett*

*Jeanie DeJung*  
*Margaret Clark*

*Paula B...*  
*Bill*

*Michael De...*  
*Peter...*

1  
2 APPENDIX A  
3 SALEM SCHOOL DISTRICT  
4 SALEM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
5

6 GRIEVANCE RECORD  
7 (For use at Steps or Levels)  
8

9 Grievance # \_\_\_\_\_ Step #/Level \_\_\_\_\_  
10

11 Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_  
12

13 Building: \_\_\_\_\_ Assignment: \_\_\_\_\_  
14

15 Date of alleged violation or misapplication: \_\_\_\_\_  
16

17 Article of the agreement allegedly violated: \_\_\_\_\_  
18

19 Statement of the grievance: \_\_\_\_\_  
20

21 Nature and extent of the injury or loss involved: \_\_\_\_\_  
22

23 Remedy sought: \_\_\_\_\_  
24

25  
26  
27 \_\_\_\_\_  
28 (Signature- Association Representative present) (Signature – Grievant)  
29

30 Disposition by (circle one): Principal Food Serv. Dir. Maint. Dir. Superintendent  
31

32 Date answered: \_\_\_\_\_  
33

34 Response: \_\_\_\_\_  
35

36  
37 \_\_\_\_\_  
(Principal/Food Serv. Dir./Maint. Dir./Superintendent)

38 Grievance settled on the basis of the response (if so, sign below):  
39

Grievant: \_\_\_\_\_