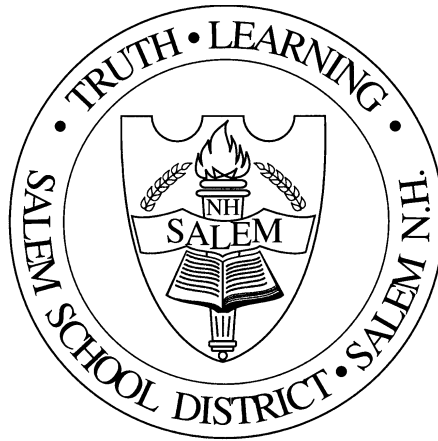


Agreement Between

**SALEM SCHOOL BOARD**

And The

**SALEM EDUCATION  
ASSOCIATION**



**2012-2014**

## TABLE OF CONTENTS

Preamble .....	1
Article 1 Recognition.....	2
Article 2 Negotiation Procedure .....	4
Article 3 Grievance Procedure.....	5
Article 4 Teacher Working Day.....	8
Article 5 Procedural Aspects of Evaluation.....	11
Article 6 Reduction in Force.....	17
Article 7 Vacancies and Transfers .....	19
Article 8 Sick Leave .....	20
Article 9 Temporary Leaves of Absence .....	24
Article 10 Dues Deduction .....	28
Article 11 Professional Development Reimbursement.....	29
Article 12 Insurance Protection .....	33
Article 13 Professional Compensation .....	35
Article 14 Extra-Curricular.....	37
Article 15 Retirement Benefit Plan.....	39
Article 16 Board Rights.....	41
Article 17 Association Rights.....	42
Article 18 Teacher Rights.....	44
Article 19 Nurse Disciplinary Procedure.....	45
Article 20 Severability and Savings Clause.....	47
Article 21 Zipper Clause.....	48
Article 22 Duration.....	49
Signature Page.....	50
Appendix A, Salary Guideline.....	I
Appendix B, Extra-Curricular Salaries.....	II
Appendix C, Salary Schedule Teachers .....	III
Appendix C, Salary Schedule Nurses .....	IV
Appendix D, Grievance Record.....	V

**SALEM SCHOOL DISTRICT  
PROFESSIONAL AGREEMENT**

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AGREEMENT made this April 10, 2012 by and between the School Board of the Salem School District, Salem, New Hampshire (hereinafter called the "Board") and the Salem Education Association (hereinafter called the "Association"). The parties recognize N.H. RSA 273-A and will comply with those provisions.

1 **ARTICLE 1 - RECOGNITION**

2  
3 The Board recognizes the Association as the exclusive representative of all regular  
4 full-time and regular part-time teachers and extra-curricular personnel who are  
5 members of the bargaining unit employed by the Salem School District for the  
6 purpose of negotiations. The Board agrees to negotiate with representatives of the  
7 Association in accordance with the procedures outlined in Article 2.

8 The Association agrees to represent equally all teachers covered by this  
9 agreement, without regard to membership in the Association. During the term of this  
10 agreement, the Board agrees not to negotiate with any teachers' group or association  
11 other than the designated unit in regard to any matter subject to negotiation under  
12 Article 2 of this agreement. Provided, however, that this shall not prevent the Board  
13 from communication or consulting with any teacher for any purpose the Board shall  
14 deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher  
15 from appearing before the Board on their own behalf on matters relating to their  
16 employment by the Board.

17 The term "teacher" as used in this agreement shall mean a professional employee  
18 of the Salem School District whose position requires certification by the State Board  
19 of Education as a professional. The term "teacher" shall include speech and language  
20 pathologists, and ROTC instructors, who shall be entitled to the same rights and  
21 privileges. The term "teacher" shall also include "nurse" and "student service  
22 specialists" unless otherwise indicated by Article, or by section within an Article in  
23 this contract, to define specific or separate rights and privileges. The term "student  
24 service specialists" includes: guidance counselors, psychologists, SAIFS,  
25 home/school counselors, vision specialists, ESOL specialists, Certified Occupational  
26 Therapists, and Certified Occupational Therapy Assistants (COTAs). Superintendent,  
27 Assistant Superintendents, Principals, Assistant Principals, Area Directors, Media and  
28 Curriculum Coordinators, Teacher Consultants, Business Administrators, and persons  
29 employed by the State Board of Education, are excluded from the negotiation unit and  
30 from this definition of teacher.

31 The term "part-time teacher" as used in this agreement shall mean a professional  
32 employee of the Salem School District whose position requires certification by the

1 State Board of Education as a Professional and whose part-time employment  
2 represents fifty percent (50%) or more of any regular full time regular assignment at  
3 any school, district, or grade level. All benefits within the master agreement shall be  
4 pro-rated for regular part-time teachers in accordance with their daily assignment.

5 Probationary nurses must complete a sixty (60) day probationary period before  
6 attaining rights under the contract. The Board and Association agree, without  
7 prejudice to any other terms and conditions of this agreement, that probationary  
8 nurses shall earn leave as outlined in Article 9 from their date of hire, but do not have  
9 any rights to these benefits until satisfactorily completing the probationary period.  
10 Probationary nurses are ineligible for the District's insurance programs. Further, for  
11 employees satisfactorily completing the probationary period, the date of hire (instead  
12 of the date the employee is recognized by this agreement and the Association) shall be  
13 used for purposes of seniority.

14

1 **ARTICLE 2 - NEGOTIATION PROCEDURE**

2  
3 The following procedures shall govern negotiations between the parties:

4 A. Not later than August 1, prior to the expiration of the Agreement, the Association  
5 shall inform the Board, in writing, of a request for negotiations on a successor  
6 agreement. The Association may submit its proposals according to New Hampshire  
7 RSA 273-A:1, XI. The Association's proposals shall be submitted to the Board  
8 negotiating team.

9 B. Thereafter, the parties shall meet at a mutually convenient time and place and  
10 negotiate in good faith effort to reach agreement on its terms described above. During  
11 such negotiations, the Board and the Association will present relevant data, exchange  
12 points of view and make proposals and counter-proposals. Upon request, the Board  
13 will make available to the Association pertinent, non-confidential records, data, and  
14 information of the Salem School system in the public domain.

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

17 D. Any agreement reached shall be reduced to writing and be signed by the Board  
18 and by the Association.

19 E. Whenever the parties request the New Hampshire Public Employees Labor  
20 Relations Board's assistance or "have bargained to impasse," or if the parties have not  
21 reached agreement on a contract within sixty days prior to the budget submission date,  
22 resolution of disputes will be according to RSA 273-A: 12.

23 F. Any agreement which requires the expenditure of public funds for its  
24 implementation shall not be binding upon the Board unless and until the necessary  
25 appropriations shall have been made by the voters of the District. The Board and the  
26 Association shall make every reasonable effort to secure the funds necessary to  
27 implement such agreements.

28

1 **ARTICLE 3 - GRIEVANCE PROCEDURE**

2  
3 A. Definition:

- 4 1. A "Grievance" shall mean a complaint by a teacher that there has been an  
5 alleged violation, misrepresentation or misapplication with respect to one  
6 or more teachers of any provision of this agreement, except a grievance  
7 shall not be,  
8 a) any matter as to which the Board is without authority to act; or  
9 b) a complaint of a probationary teacher (a teacher who has taught for less  
10 than three consecutive years in the Salem School District) which  
11 arises by reason of their not being re-employed.  
12 2. A "Grievant" is the person or persons making the complaint.  
13 3. The term "days" when used in this article shall mean working school days,  
14 except after the end of the school year when they shall be Monday through  
15 Friday; thus weekend or vacation days are excluded.

16 B. Initiation and Processing:

17 A grievance to be considered under this procedure must be initiated in writing by  
18 the grievant within fifteen (15) days of its occurrence, or within fifteen (15) days of  
19 when the teacher should have known of its occurrence.

20 Nothing in this procedure shall prevent the Association from processing any  
21 grievance under this procedure at level I(b) and beyond. Failure at any level of this  
22 procedure to communicate the decision on a grievance with the specified time limits  
23 shall permit the grievant to proceed to the next level. Failure at any level of this  
24 procedure to appeal a grievance to the next level within the specified time limits shall  
25 be deemed to be a waiver of further appeal of the decision and acceptance of the  
26 decision rendered at that level.

27 1. Level One - Principal

- 28 a) A teacher may first discuss an alleged grievance with the principal or  
29 immediate supervisor, with the objective of resolving the matter  
30 informally, and failing to reach agreement, proceed to b), OR  
31 b) The teacher may present the grievance in writing to the principal on the  
32 appropriate form (Appendix D).

1           2. Level Two - Superintendent (or a designee)

2           If the grievance is not resolved to the grievant's satisfaction, or if no decision  
3           has been rendered within five (5) school days by the principal, the teacher may  
4           appeal to the Superintendent in writing within five (5) school days. The  
5           Superintendent or a designee shall arrange for a meeting to take place within  
6           five (5) school days of receipt of the appeal. Upon conclusion of the meeting,  
7           the Superintendent or a designee shall render a written decision to the  
8           grievant, to the Association, and to the administrators involved at the previous  
9           step of the grievance procedure.

10          3. Level Three - Board

11          If the grievance is not resolved to the grievant's satisfaction, or if no decision  
12          has been rendered by the Superintendent or a designee within five (5) school  
13          days, the grievant may request and shall be granted a review by the School  
14          Board. Such request must be made within (5) school days after receipt of the  
15          Superintendent's decision, and shall be submitted in writing through the  
16          Superintendent, who shall attach all related papers and forward the request to  
17          the Board within five (5) school days. The Board, or committee thereof, shall  
18          review the grievance and shall hold a meeting with the grievant. Within  
19          twenty (20) school days of the receipt of the appeal, the Board shall render a  
20          decision in writing and the reasons thereof, and forward copies of the decision  
21          to the grievant, to the Association, and to the administrators involved at the  
22          previous steps of the grievance procedure.

23          4. Level Four - Arbitration

- 24           a) If the decision of the Board does not resolve the grievance to the  
25           satisfaction of the grievant or if no decision is rendered within twenty  
26           (20) days of the receipt of the grievance, the grievant shall notify the  
27           Association within five (5) school days of the receipt of the Board's  
28           decision. If the Association determines that the matter should be  
29           arbitrated further, it shall, in writing, so advise the Board within ten  
30           (10) school days. The parties will then initiate a request for arbitration  
31           to the American Arbitration Association, or if mutually agreed upon,  
32           the Federal Mediation and Conciliation Service. The American



1 Arbitration Association or the Federal Mediation and Conciliation  
2 Service will, immediately after the receipt of the request, submit a list  
3 of qualified arbitrators for selection by the parties, in accordance with  
4 rules and procedures prescribed by it for making such designation.

5 b) Neither the Board nor the Association will be permitted to assert any  
6 ground or evidence before the arbitrator which was not previously  
7 disclosed to the other party. The arbitrator's decision shall be binding.

8 c) The Board, the grievant, and the Association shall receive copies of the  
9 arbitrator's report. This shall be accomplished within thirty (30)  
10 calendar days of the completion of the arbitrator's meeting.

11 d) The Board and the Association recognize this agreement as a legal  
12 document and to that extent may utilize the courts to enforce such  
13 document.

14 e) The fees and expenses of the arbitrator will be shared by the Board and  
15 the Association equally.

16 C. Rights of Teachers to Representation:

17 1. A grievant may be represented at all stages of the grievance procedure by  
18 themselves, or after level (a), at their option, may also have a representative of  
19 the Association present to represent them.

20 2. When a teacher is not represented by the Association in the processing of a  
21 grievance, the Association shall at the time of submission of the written  
22 grievance to the principal, at level (b) or any higher level, be notified by the  
23 principal in writing of all hearing sessions held at level (b) and beyond  
24 concerning such grievance and shall receive a copy of all decisions rendered.  
25 The Association shall have the right to be present and to present its position in  
26 writing at all hearing sessions held at level (b) and beyond.

27 3. The Board and the Association shall assure that the parties in interest and  
28 witnesses are guaranteed freedom from restraint, interference, coercion,  
29 discrimination or reprisal with respect to the processing of a grievance  
30

1 **ARTICLE 4 - WORKING DAY**

2

3 Section 1: Teacher

4 A. It is understood by the parties that the determination of the length and starting  
5 time of the school day are responsibilities of the Board. The school day at Woodbury  
6 School and Salem High School shall not exceed 6 hours and 45 minutes, except as  
7 noted below. The school day in elementary schools shall not exceed 6 hours, except  
8 as noted below.

9 B. Teachers must be present at an assigned teaching station fifteen (15) minutes prior  
10 to the opening of school. Teachers are to remain in school for fifteen (15) minutes  
11 after the end of the last class period, except on days preceding holidays, vacation, and  
12 on Fridays teachers are to remain in school five (5) minutes after the end of the last  
13 class period. Permission for early departure may be granted by the building principal.

14 C. The teacher school day may be extended for the following:

- 15 1. Individual instruction or counseling.
- 16 2. Parent conferences by mutual agreement between parent, teacher, and  
17 principal. In the event a parent reports two unsuccessful attempts to schedule a  
18 meeting with a teacher, the principal shall set a time.
- 19 3. Professional staff meetings may be called with advance notice of at least two  
20 (2) school days and with the agenda announced at least one (1) school day prior to  
21 the meeting date. The building meetings will not exceed one hour in duration,  
22 time to begin from the formal convening of the meeting by the principal or a  
23 designee. In an emergency, the time consideration may be waived with the  
24 understanding due consideration will be given to unusual circumstances that may  
25 cause a teacher to request absence from the meeting.
- 26 4. Assigned duties such as bus duty and detention.
- 27 5. A mandate of the State Board of Education.

28 D. Teachers may request approval of the building principal to leave the building  
29 during their unscheduled time, provided they notify the principal's office prior to their  
30 leaving and upon their return. Such approval shall not be unreasonably withheld.

31 E. The daily teaching load for all high school teachers is three (3) periods of student  
32 contact time in a four (4) period day, or six (6) periods of contact time in an eight (8)

1 period day. Contact time is defined as the time a teacher is assigned to teach or  
2 supervise students. Without consent, no teachers, except vocational education  
3 teachers assigned to teach double periods exclusively, shall be assigned to more than  
4 five (5) class periods per day in an eight (8) period day. By request of the building  
5 administrator, and agreement of the teacher, the teacher may teach an additional  
6 period. The compensation for this additional period shall be pro-rated from the  
7 teacher's per diem rate.

8 F. Each teacher at the high school and the Woodbury School shall be assigned a  
9 minimum of one (1) preparation period while students are in school, per day,  
10 excluding lunch periods. Each elementary teacher may be eligible for preparation  
11 time during their scheduled special, if the assigned certified specialist is available  
12 (excluding lunch periods). Effective with the 2009-10 year, each regular classroom  
13 elementary teacher for grades 1-5 is eligible for preparation time during their  
14 scheduled special (excluding lunch periods). Unless mutually agreed upon,  
15 elementary preparation time may not be prescribed.

16 G. No secondary teacher shall be assigned more than three (3) subject preparations  
17 without consent.

18 H. The teacher workday shall include a daily uninterrupted lunch period of no less  
19 than twenty-five (25) minutes for high school teachers, thirty (30) minutes for  
20 Woodbury teachers, and forty-five (45) minutes for elementary teachers. It is  
21 understood the teacher lunch period in elementary schools includes eating time as  
22 well as the recess time that is part of the student lunch period.

23 I. The workday rules for student service specialists (as defined in Article 1) shall be  
24 consistent with Sections A through D, and H as above; Sections E through G do not  
25 apply.

26

## 27 Section 2: Nurse

28 The standard hours of work for nurses shall be no earlier than 45 minutes before  
29 the start of school and not later than 15 minutes after the end of the last class period.  
30 Nurses shall be entitled to an uninterrupted lunch period of thirty (30) minutes and  
31 one fifteen (15) minute coffee break each day.

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The nurse's school day may be extended for the following:

1. Providing continuing medical attention to students
2. Parent conferences
3. Professional staff meetings
4. To complete required paperwork, such as Medicaid reimbursements, accident reports, individualized health care plans, etc.
5. Meetings called by building principal
6. Meetings called by the superintendent or his/her designee
7. Staff training

1                   **ARTICLE 5 - PROCEDURAL ASPECTS OF EVALUATION**

2  
3       Section 1: Teacher  
4

5           The parties recognize the importance and value of a procedure for appraising the  
6 performance of both newly-employed and experienced teachers for the purpose of  
7 identifying individual strengths and weaknesses and for improving the level of  
8 instruction in the school district. The parties also recognize that the appraisal for  
9 teacher performance is the responsibility of the school administration. In accordance  
10 with the above, the following procedures have been agreed to by the parties:

11       A. The Superintendent or a designee shall orient all teachers regarding evaluative  
12 procedures and instruments developed by the administration by November 1 of each  
13 school year.

14       B. All teachers shall engage in a formal appraisal process for the purpose of assessing  
15 performance. Teachers with less than three (3) consecutive years in the Salem School  
16 District will be observed at least three (3) times per year. Also, teachers with more  
17 than three (3) consecutive years in the district whose performance is being assessed  
18 through the use of specific outcomes and or directed expectations will be appraised in  
19 accordance with sections B and C. These observations shall occur prior to March 15  
20 each year. The first observation for those with less than three (3) consecutive years in  
21 Salem shall be scheduled no later than December 15 each year. At least one of the  
22 appraisal observations shall be with a twenty-four (24) hour notice.

23       C. Formal classroom observation shall be conducted by an administrator or area  
24 director. Each observation shall be made in person for a minimum of twenty (20)  
25 consecutive minutes, and not to exceed sixty (60) consecutive minutes in one day.  
26 Observation of the work performance of a teacher will be conducted openly. Formal  
27 observation sessions shall be with full knowledge of the teacher. All other  
28 observations of the teachers' work performances which are to be made part of their  
29 personnel file will be made known to the teacher.

- 30           1. A teacher shall be given a copy of any class visit or evaluation report prepared  
31           by the evaluator within five (5) school days after the observation. The teacher  
32           shall acknowledge that the evaluation was read by affixing their signature on  
33           the actual copy to be filed, with the understanding that such signature merely

1 signifies the material has been read and is to be filed. Such signature does not  
2 necessarily indicate agreement with the content nor shall any refusal to sign  
3 prevent such material from being placed into and remaining in the file. No  
4 teacher shall be required to sign a blank or incomplete appraisal form.

5 2. After any appraisal of classroom performance, a conference will be held to  
6 discuss the report with the teacher involved within five (5) school days  
7 following the receipt of the report.

8 3. The supervisor, following a conference with the teacher, shall give direct  
9 written recommendations to correct noted deficiencies observed in classroom  
10 management, instructional techniques and strategies, and/or professional  
11 preparation within five (5) school days. The written recommendations will be  
12 made part of the teacher's personnel file. The observation report and with  
13 written recommendations will be sent to the central office for filing in the  
14 teacher's personnel file within two (2) school days after the final report.

15 4. In the event that the teacher feels their appraisal was incomplete or unjust,  
16 they may put objections in writing and have them attached to the evaluation  
17 report to be placed in the teacher's personnel file.

18 D. Teachers with three (3) or more consecutive years in the Salem School District  
19 will be appraised through a cycling three year process, consistent with their  
20 recertification timeline or by mutual consent with the supervisor, a different three year  
21 cycle to the extent practicable, as follows:

22 1. In the formative years one and two of the evaluation process, the teacher will  
23 complete the *Standards for Effective Teaching Self-Assessment Worksheet*,  
24 develop a goal or goals consistent with school district standards, complete a  
25 goal plan, and meet with the supervisor for the initial formative conferences.  
26 Between March 15 and May 15 of each year the teacher will complete a Goal  
27 Reflection with or without comments. A copy of the signed Goal Reflection  
28 will be placed in the teacher's personnel file.

29 2. By October 15 of summative year three, the teacher will complete *Standards*  
30 *for Effective Teaching Self-Assessment Worksheet* and meet with the  
31 supervisor for the initial summative conference. During this summative  
32 conference the teacher and the supervisor will discuss the self-assessment

1 worksheet, determine the format for observations, either formal or informal,  
2 and review guidelines for the Portfolio. The teacher and the supervisor will  
3 sign the *Summative Year Plan*. By March 15, the teachers in summative year  
4 three will submit their portfolios to the supervisor. By April 15 the supervisor  
5 will complete the observation(s). Between March 15 and May 15 the  
6 supervisor and the teacher will meet for the final summative year conference.  
7 Within one month of the final conference, but no later than June 15, the  
8 supervisor will provide the *Summative Evaluation*. Within five days of receipt  
9 the teacher will return the Summative Evaluation with or without comments.  
10 A copy of the signed summative evaluation will be placed in the teacher's  
11 personnel file.

12 E. Complaints concerning a teacher's classroom performance, and which are to be  
13 placed in the personnel file, shall be called to the teacher's attention. Said teacher  
14 may respond in writing and that response will be reviewed and then be attached and  
15 filed with the complaint.

16 F. It is understood by the parties that only the procedural aspects of teacher appraisal  
17 included in this article will be subject to the grievance procedure.

18

## 19 Section 2: Nurse

20

21 A. All employees shall receive a formal evaluation report at least once each year.  
22 The evaluation(s) shall be completed by March 1st of the school year. All monitoring  
23 and/or observation of the work performed by the employee shall be conducted openly  
24 and so far as possible with full knowledge of the employee.

25 B. Formal evaluation reports shall be presented to the employee by the author of the  
26 report. A conference between the evaluator and the employee shall follow within  
27 three (3) working days. Employees shall not sign a blank or incomplete evaluation  
28 form.

29 C. The completed evaluation report shall be signed by the evaluator and the  
30 employee and become a part of the personnel record. Signature of the employee  
31 signifies that the material has been read and is to be filed. It does not necessarily

1 indicate agreement with the content, nor does the refusal to sign prevent the materials  
2 from being placed, and remaining in the file.

3 D. An employee may attach comments to the evaluation report.

4 E. The evaluation conference is to be between the individual employee and the  
5 evaluator.

6 F. It is recognized the procedure for evaluation is subject to the grievance procedure;  
7 however, the content of the evaluation shall not be subject to a grievance.

8 G. An employee shall have the right, upon twenty-four (24) hour notice, to  
9 review the contents of their file. An employee shall be entitled to have a  
10 representative of the Association accompany him/her during such review. At least  
11 once every two years, an employee shall have the right to indicate those documents  
12 and/or other materials in their file which they believe to be obsolete or otherwise  
13 inappropriate to retain. However, retention is a managerial responsibility and no item  
14 will be removed without the Superintendent or a designee's approval. No documents  
15 and/or other material shall be placed in the personnel file of an employee after  
16 severance without the former employee's knowledge. A letter to the last known  
17 address shall be considered an adequate effort to reach the former employee.

18 H. No material derogatory to an employee's conduct, service, character or  
19 personality shall be placed in their personnel file unless the employee has had an  
20 opportunity to review the material. The employee shall acknowledge that they had  
21 the opportunity to review such material by affixing their signature to the copy to be  
22 filed with the express understanding that such signature in no way indicates  
23 agreement with the contents thereof. The employee shall also have the right to submit  
24 a written answer to such material and their answer shall be reviewed by the  
25 Superintendent or a designee and attached to the file copy.

26

### 27 Section 3: Other – Student Service Specialists

28

29 The parties recognize the importance and value of a procedure for appraising the  
30 performance of non-teaching professional staff working within the school  
31 environment. The parties also recognize that the appraisal for work performance is



1 the responsibility of the school administration. In accordance with the above, the  
2 following procedures are agreed to by the parties:

3 A. The Superintendent or a designee shall orient all non-teaching professional  
4 certified or licensed staff regarding evaluative procedures and instruments developed  
5 by the administration by November 1 of each school year.

6 B. All certificated or otherwise licensed staff shall engage in a formal appraisal  
7 process for the purpose of assessing performance. Those with less than three (3)  
8 consecutive years in the Salem School District will be observed in a work related  
9 setting, or will meet with a supervisor who will develop a narrative summary of job  
10 performance, or some combination thereof at least three (3) times per year. Also,  
11 certificated or licensed staff with more than three (3) consecutive years in the district  
12 whose performance is being assessed through the use of specific outcomes and or  
13 directed expectations will be appraised in accordance with sections B and C. These  
14 observations shall occur prior to March 15 each year. The first observation for those  
15 with less than three (3) consecutive years in Salem shall be scheduled no later than  
16 December 15 each year. At least one of the appraisal observations shall be with a  
17 twenty-four (24) hour notice.

18 C. Formal observations shall be conducted by an administrator. Observations shall  
19 be made in person for a minimum of twenty (20) consecutive minutes, and not to  
20 exceed sixty (60) consecutive minutes in one day. Observation of the work  
21 performance will be conducted openly. Formal observation sessions shall be with full  
22 knowledge of the individual being observed. All other work performance  
23 observations which are to be made part of their evaluation file will be made known.

24 1. An evaluatee shall be given a copy of any class visit or evaluation report  
25 prepared by the evaluator within five (5) school days after the observation.  
26 Evaluatees shall acknowledge that the evaluation was read by affixing their  
27 signature on the actual copy to be filed, with the understanding that such  
28 signature merely signifies the material has been read and is to be filed. Such  
29 signature does not necessarily indicate agreement with the content nor shall  
30 any refusal to sign prevent such material from being placed into and remaining  
31 in the file. No evaluatee shall be required to sign a blank or incomplete  
32 appraisal form.

- 1       2. After any performance appraisal a conference will be held to discuss the report
- 2             with the evaluatee involved within five (5) school days following the receipt
- 3             of the report.
- 4       3. The supervisor, following a conference with the evaluatee, shall give direct
- 5             written recommendations to correct noted deficiencies observed within five (5)
- 6             school days. The written recommendations will be made part of the
- 7             evaluatee’s personnel file. The observation report and with written
- 8             recommendations will be sent to the central office for filing in the evaluatee’s
- 9             personnel file within two (2) school days after the final report.
- 10       4. In the event that the evaluatee feels their appraisal was incomplete or unjust,
- 11             they may put objections in writing and have them attached to the evaluation
- 12             report to be placed in their personnel file.
- 13       D. Licensed or certificated staff with three (3) or more consecutive years in the Salem
- 14       School District will be appraised as outlined in Article 5 sections D-F.
- 15

1 **ARTICLE 6 - REDUCTION IN FORCE**

2  
3 A. In the event the Salem School Board decides it is necessary to reduce the number of  
4 teachers due to reasons of economy, declining enrollment, program elimination or  
5 reduction, or the consolidation or elimination of positions or programs, such reductions  
6 in force will be made in accordance with the following:

7 B. When the Salem School Board determines that a reduction in force is necessary, the  
8 Superintendent of Schools shall notify the teachers in the specific classifications within  
9 which it is necessary to reduce or eliminate positions. For purposes of reduction in  
10 force, all teachers will be classified according to their present assignment.  
11 Classifications are defined as follows:

- 12  
13 a. Grades K-2  
14  
15 b. Grade 3-5  
16  
17 c. Art K-5  
18  
19 d. Reading Specialist K-5  
20  
21 e. Grades 6-8  
22 Art; Music; Reading/Language Arts; Foreign/Modern Language; Comp.  
23 Ed; FACS; Technology Education; Mathematics; Science; Social  
24 Studies; Resource Room; Physical Education; Guidance Counselor  
25  
26 f. Grades 9-12  
27 Art; Music; Business Education; Reading/Language Arts;  
28 Foreign/Modern Language (by certification; Spanish, French, German,  
29 Latin); Comp. Ed; FACS; Technology Education; Mathematics; Science  
30 (by certification; general science, physics, chemistry, biology); Social  
31 Studies; Career & Technical Education (by program); Resource Room  
32 (by certification; General Special Education, EH, MR); Physical  
33 Education; Guidance Counselor  
34  
35 g. Music K-5  
36 h. Physical Education K-5  
37 i. Resource Room K-5  
38 j. Media Generalist K-12  
39 k. Guidance Counselor K-5  
40 l. Home/School Counselor K-5  
41 m. Home/School Counselor 6-8  
42 n. Home/School Counselor 9-12  
43 o. Occupational Therapist

- 1 p. COTA
- 2 q. Psychologist
- 3 r. SAIF
- 4 s. Vision Specialist
- 5 t. Nurse

6  
7 C. The decision to implement a reduction in force in a classification shall be made at  
8 the sole discretion of the Salem School Board. The Board expects to retain those  
9 teachers in a classification who, at the discretion of the Superintendent of Schools, will  
10 be the best teachers for the school district and the students it serves. The following  
11 indicators will serve to determine the best teachers: certification, highly qualified status  
12 (if applicable), degree attainment, performance (including, but not limited to,  
13 performance appraisals), and seniority.

14 D. For the purpose of this Article, the term teacher shall include all teachers  
15 continuously employed for 50% or more of the normal school day for 186 contract  
16 days. The “continuously employed” provision is not interrupted by school board  
17 approved leaves of absence.

18 E. If the Superintendent determines all other factors are equal, then seniority will  
19 prevail in making the final determination. Seniority is defined as the total number of  
20 years continuously employed. When a final determination has been made as to the  
21 reduction of the work force and as early as is possible, the Superintendent of Schools  
22 shall communicate that decision to the staff members.

23 F. Teachers who have been terminated from a classification because of reduction in  
24 force shall be called back to the classification in reverse order of their termination, if  
25 certified and qualified for the opening. There is a two-year limit on recall rights. A  
26 teacher who wishes to remain on the recall list for the second year shall notify the  
27 Superintendent of Schools by certified mail on or before March 1 during the first year  
28 of termination. Teachers being recalled shall retain all previously earned seniority and  
29 accrued leave. If the teacher has been compensated as indicated in Article 8.C then no  
30 sick leave shall be carried forward.

31 G. Any transfer, assignments, or re-assignments resulting from or involved with a  
32 reduction in staff will be made at the sole discretion of the Superintendent of Schools.

1 **ARTICLE 7 - VACANCIES AND TRANSFERS**

2  
3 A. Notice of teacher vacancies shall be posted in each school and sent to the  
4 Association as soon as the administration is aware of their existence. The notice shall  
5 be dated, indicate the position open, the location of the vacancy by school, any special  
6 requirements for the position, and the date applications cease to be accepted.

7 In filling vacancies for positions covered in this agreement, the administration will  
8 give fair consideration to those teachers non-renewed because of program elimination  
9 or decline in enrollment. The teacher must notify the Superintendent in writing of  
10 their interest in being considered for vacant positions. Such requests will remain on  
11 file for one year.

12 B. Teachers may apply in writing to the Superintendent of schools for a transfer at  
13 any time and shall be considered for the same whenever a vacancy shall exist.  
14 Acknowledgment of the receipt of request for transfer will be sent to the teacher from  
15 the Superintendent's office. Requests will remain on file for one year after  
16 submission.

17 In the event a teacher requests transfer for a posted position between April 1 and  
18 June 30 in any year and their transfer is for placement within one (1) grade level of  
19 the present assignment and meets with approval of the receiving principal(s),  
20 preferential consideration will be given.

21 C. When the decision to make an involuntary transfer has been made by the  
22 Superintendent, the teacher affected will be notified immediately. There will be no  
23 loss of the teacher's seniority as a result of an involuntary transfer decision. Upon  
24 request, a teacher designated for involuntary transfer shall be entitled to a meeting  
25 with the Superintendent or a designee, to discuss the reasons therefore. If still  
26 dissatisfied, the teacher may request a meeting before the Board. At any such meeting  
27 with the Board, the teacher may have an Association representative present.

28 D. The transfer decision is not grievable.  
29

1 **ARTICLE 8 - SICK LEAVE**  
2

3 A. Teacher Sick Leave

4 A newly hired teacher shall be credited with twelve (12) days of sick leave each  
5 school year during their probationary period, for absences caused by personal illness  
6 or physical disability of the teacher or of any member of the teacher's immediate  
7 family who resides in the teacher's household. All other full time teachers shall be  
8 credited with ten (10) days of sick leave each school year for absences caused by  
9 personal illness or physical disability of the teacher or of any member of the teacher's  
10 immediate family who resides in the teacher's household. Sick leave will accumulate  
11 to a maximum of one hundred thirty (130) days. Teachers shall receive a full day's  
12 pay for each full day of sick leave used, provided that to be eligible for sick leave  
13 payments, a teacher may be required to furnish satisfactory medical proof of illness or  
14 disability after three (3) consecutive days of absence. Teachers shall be given a  
15 written accounting of their accumulated sick leave in September of each school year.

16 B. Personal Injury

17 Whenever a teacher is absent from school as a result of personal injury caused by  
18 an accident or an assault in the course of their employment by the Salem School  
19 District and substantiated by having the District's Worker's Compensation carrier  
20 honor medical bills incurred, they shall be paid full salary, less the amount of the  
21 Worker's Compensation award made for temporary disability due to such injury for  
22 the balance of the individual contract year. During that school year, no parts of such  
23 absence shall be charged to their annual or accumulative leave. In cases of injury  
24 extending beyond this period, the Board may grant a leave of absence, with or without  
25 pay or other benefits, of up to two (2) years. The request for such leave and the  
26 granting of such leave shall be in writing.

27 C. Teacher Terminal Leave

28 After fifteen (15) years of service within the district and upon retirement or death,  
29 the teacher or the heir(s) will receive 75% of accumulated sick leave at the  
30 individual's per diem rate to the maximum of \$5,000.

31 Regardless of experience, if a teacher contract is non-renewed because of a  
32 decline in enrollment, they shall be entitled to the termination pay under this provision  
33 on or about October 10th following the termination date of the individual contract and

1 providing the individual has not been re-employed as a full-time teacher within the  
2 Salem School District.

3 D. Sick Bank.

4 The School Board will establish a sick bank to be used by eligible participating  
5 members of the bargaining unit when incapacitated by sickness or injury that causes  
6 them to be unable to perform contractual obligations for five (5) contract days or more,  
7 subject to the following conditions:

8 1. Members of the bargaining unit will be eligible to participate in the sick bank as  
9 follows:

10 Effective July 1, 2012: Employees in their first year of employment by the  
11 District may not access the sick bank. Employees in their second through fifth years of  
12 employment by the District may access the sick bank after having exhausted all sick  
13 leave under Article 8(A) and all personal leave under Article 9(1)(A); the maximum  
14 number of days which may be awarded from the sick bank for these employees shall be  
15 equal to the number of sick days that the employee had accrued on the first day of that  
16 contract year. Employees with more than five years of service in the District may  
17 access the sick bank after having exhausted all sick leave under Article 8(A) and all  
18 personal leave under Article 9(1)(A).

19 Effective July 1, 2013: Employees in their first and second years of  
20 employment by the District may not access the sick bank. Employees in their third  
21 through fifth years of employment by the District may access the sick bank after having  
22 exhausted all sick leave under Article 8(A) and all personal leave under Article 9(1)(A);  
23 the maximum number of days which may be awarded from the sick bank for these  
24 employees shall be equal to the number of sick days that the employee had accrued on  
25 the first day of that contract year. Employees with more than five years of service in  
26 the District may access the sick bank after having exhausted all sick leave under Article  
27 8(A) and all personal leave under Article 9(1)(A).

28 2. Participation in the sick leave bank by eligible members of the bargaining unit  
29 is voluntary. At the beginning of each school year, the District shall deduct one (1)  
30 sick leave day for each eligible member of the bargaining unit unless by September  
31 15th any eligible member of the bargaining unit notifies the central office on the  
32 "District Sick Leave Bank Participation Form" of his/her election not to participate in

1 the sick leave bank. Failure to contribute will eliminate the bargaining unit member's  
2 eligibility to use the bank until the next annual enrollment opportunity is provided and  
3 the required contribution is made.

4 3. The sick leave bank shall accumulate only up to the same number of days as  
5 the total number of members of the bargaining unit and shall be considered fully  
6 depleted at the end of each school year. The end of school year is defined as the last  
7 working day for teachers. As of September 15<sup>th</sup>, if the total number of contributed  
8 sick leave days is less than the total number of the members of the bargaining unit, the  
9 District shall notify in writing the President of the Association of the number of  
10 additional sick leave days that may be contributed to obtain the maximum number of  
11 sick leave bank days. Not later than September 30<sup>th</sup>, the President of the Association  
12 shall provide signed forms from teachers authorizing additional sick leave days to be  
13 contributed to the sick leave bank. Within ten (10) days after September 30<sup>th</sup>, the  
14 Central Office shall provide written notification to the Chair of the Sick Leave Bank  
15 Committee of the number of sick leave bank days available for the year and the list of  
16 participants.

17 4. The Association shall recommend to the Board or its designee payment of sick  
18 leave from the sick bank by providing: (a) a physician statement pursuant to the  
19 requirements of the medical certification form of the Family and Medical Leave Act  
20 indicating the nature of the sickness or injury; (b) medical certification that the sickness  
21 or injury causes the employee to be unable to perform his/her contractual obligations  
22 for five (5) contract days or more; (c) confirmation that the employee has exhausted all  
23 sick leave under Article 8(A) and all personal leave under Article 9(1)(A); (d) the first  
24 day of sick leave; and (e) the number of days from the sick leave bank to be awarded.  
25 To assure interim payments, the Association must report the required information to the  
26 Superintendent of Schools no less frequently than every other Friday.

27 5. The only obligation of the School Board in relation to the sick leave bank is to  
28 pay out sick leave from the said bank to the employees as requested by the  
29 Association.

30 6. The Association shall certify the eligibility and the number of days withdrawn  
31 from the sick leave bank on request of the Board.

32 7. This section of the article shall not be grievable.  
33



1 E. Attendance Stipend

- 2 1. The District will pay an attendance stipend in the following amount to each  
3 employee who qualifies:

4

5 <u>Teacher/COTA</u>	6 <u>Nurse</u>
7 Present 186 days - \$500	8 Present 183 days - \$500
9 Present 185 days - \$400	10 Present 182 days - \$400
11 Present 184 days - \$300	12 Present 181 days - \$300

13

- 14 2. Bereavement days are not counted toward year-end totals. Attendance  
15 stipends will be paid at the end of the school year, no later than June 30 of the  
16 current fiscal year.
- 17 3. Professional days, i.e. participation in approved workshops, conferences, or  
18 school visitations will not impact the unit member's eligibility for the  
19 attendance bonus.
- 20 4. One personal day used by the employee and approved by the Superintendent  
as a reasonable accommodation under Title VII of the 1994 Civil Rights Act  
for religious beliefs will not impact the unit member's eligibility for the  
attendance bonus.

**ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE**

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Teachers shall be eligible for the following temporary non-accumulative leaves of absence each school year as provided below:

**A. Personal Leave**

The School Board recognizes that unforeseen circumstances may require the absence of the teacher from school during the school day. It is anticipated that such absences, which do not fall categorically in other types of leave provided by the Board, will be used with the utmost of discretion. Upon request to the building principal twenty-four (24) hours in advance, teachers shall be granted up to three (3) days of personal leave each year for conducting important affairs that cannot be accomplished at any other time. Such leave shall be granted without loss of pay. The principal shall grant no more leaves on a single day than ten (10%) percent of the teachers in that building. In cases of emergency, the requirement of twenty-four (24) hours advance notice may be waived by the building principal, provided such request is subsequently submitted in writing. A request for travel time or an extension of the weekend, holiday or vacation shall not be considered a personal day for pay.

**B. Bereavement Leave**

Teachers shall be granted, upon request, up to five (5) days of leave during a school year without loss of salary for each death of a significant family member. The teacher shall state in writing that the absence was for the purpose above.

**C. Parenting Leave**

A teacher may take parenting leave due to the birth or adoption of a child in accordance with the following procedures:

**1a. Notification – Birth**

When the teacher determines that she is pregnant, she must notify the superintendent in writing of the estimated date of delivery, and of the date that the teacher wishes parenting leave to begin. The notice must include a statement from a physician which estimates the delivery date and evaluates the teacher’s physical ability to continue performing the full duties and

1 responsibilities of her position. The employee may withdraw or change  
2 the request at any time through the end of the seventh month of pregnancy.

3 1b. Notification – Adoption

4 As soon as the teacher determines that he or she will adopt a child, the  
5 teacher must notify the superintendent in writing of the estimated date of  
6 adoption, and of the date that the teacher wishes parenting leave to begin.

7 2a. Compensation and Benefits - Birth

8 Parenting leave shall be without pay. However, when a teacher becomes  
9 disabled by pregnancy or childbirth at any time during parenting leave, the  
10 teacher may take paid sick leave during the period of actual disability to  
11 the extent provided in Article 8. Regardless of whether, when and how  
12 long a teacher may be disabled by pregnancy or childbirth during parenting  
13 leave, the School District shall contribute to the teacher’s insurance in  
14 accordance with Article 12 only for the first 90 days of parenting leave.  
15 The teacher shall pay 100 percent of the cost of continuing the insurance  
16 for all portions of parenting leave which exceed 90 days.

17 2b. Compensation and Benefits – Adoption

18 Parenting leave shall be without pay. The School District shall contribute  
19 to the teacher’s insurance in accordance with Article 12 only for the first  
20 90 days of parenting leave. The teacher shall pay 100 percent of the cost  
21 of continuing the insurance for all portions of parenting leave which  
22 exceed 90 days.

23 3. Duration

24 Parenting leave may be taken either for 90 days or for the remainder of the  
25 school year. Except as otherwise mutually agreed upon by the teacher and  
26 the District, parenting leave in no event may terminate later than the end of  
27 the school year during which the child was born or adopted, or the school  
28 year immediately following the summer vacation during which the child  
29 was born or adopted. Parenting leave shall be deemed to be taken  
30 concurrently with any sick leave that is taken during a period of actual  
31 disability due to pregnancy or childbirth.

1           4. Return From Parenting Leave

2           Except as otherwise provided by Article 9(H) or by law, the teacher shall  
3           be placed in the same or similar position for which the teacher is qualified  
4           upon return from parenting leave. At least 20 days prior to the termination  
5           of parenting leave, the teacher must notify the superintendent that he or she  
6           wishes to return. In cases where the teacher was disabled due to  
7           pregnancy or childbirth, a physician's statement attesting to the teacher's  
8           ability to resume full responsibilities must be filed with the superintendent.  
9           The teacher's failure to return to school at the end of the leave shall be  
10          deemed to be a resignation, and the School District's obligation to provide  
11          a position to the teacher will cease.

12         D. Professional Leave

13          With the approval of the building principal, teachers may be granted one day each  
14          school year for visitations or observations. With approval, teachers may be granted at  
15          least one paid workshop day each school year.

16         E. Military Leave

17          Time necessary for persons called into temporary active duty of any unit of the  
18          U.S. Reserve or State National Guard shall be granted, provided such obligations  
19          cannot be fulfilled on days when school is not in session. In such cases, teachers will  
20          be paid the difference between their regular teacher's salary that would have been  
21          paid and their Reserve or National Guard pay received, for up to a maximum of four  
22          (4) weeks during any school year.

23         F. Teacher Organization Leave

24          Leave for service to a professional teacher's organization for up to one year  
25          without pay may be granted on approval of the Superintendent of Schools and  
26          ratification of the Board. Such leave is to be without loss of accumulated leave or  
27          progress on the salary scale.

28         G. Other Leave

29          Other requests for leaves of absence may be granted with pay or without pay by  
30          the Board. For all absences other than those specifically authorized by the  
31          Superintendent or for which provision is made in Articles 7 or 8, a deduction will be  
32          made for each day of absence at the rate of one-one hundred eighty-sixth (1/186) of

1 the teacher's salary. Under no circumstances should any teacher be absent from  
2 school without the advance knowledge of the building principal's office.

3 H. Leaves and Non-Renewal

4 Any teacher granted a leave of absence shall be considered with all other teachers  
5 in the determination of non-renewal of contract because of a reduction in the work  
6 force.

1 **ARTICLE 10 - DUES DEDUCTION**

2

3 The Board agrees that upon receipt of written authorization signed by the  
4 teacher prior to October 15 of any school year, deduction from the regular salary  
5 check of such teacher shall be made in the amount to provide payment of dues to the  
6 Salem Education Association, N.E.A.-N.H., and N.E.A. Authorization for dues  
7 deduction shall be made on the membership form provided by the Association, and  
8 such deductions shall be in twenty (20) equal installments from each salary check  
9 beginning with the first pay period following October 15 for new members, (and from  
10 each salary check beginning with the first pay period for continuing members).  
11 Teachers leaving the district during the school year will have any outstanding dues  
12 balance deducted from their last paycheck. Such dues deduction shall be forwarded  
13 promptly to the Association as they are deducted.

14 It is further agreed that such authorization for deduction of dues shall continue in  
15 full force and effect until the teacher submits a written revocation of such  
16 authorization to the Superintendent's office no less than thirty (30) days prior to  
17 October 1st of the school year such written revocation is to become effective. The  
18 Association shall be notified as to all revocations that are filed within the time limits  
19 specified above.

1           **ARTICLE 11 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

2  
3           Section 1: Teacher Course Reimbursement

4  
5           A. A teacher in active service with a valid teaching certificate who is seeking course  
6 reimbursement for graduate courses must have the prior written approval of the  
7 Superintendent. Teachers may be reimbursed only for courses offered through an  
8 accredited graduate program which the Superintendent determines are directly related  
9 to the employee's present job, or from which the District would derive a benefit. The  
10 teacher will complete an application form for course reimbursement. Each  
11 application shall be stamped with the date and time received and shall be used in  
12 determining order of payment.

13           B. Upon successful completion of a graduate course approved by the Superintendent  
14 as required in section A above, with a grade of "C" or better and submission of a  
15 transcript or signed official grade report and verification of tuition payment to the  
16 Office of the Superintendent, a teacher becomes eligible for reimbursement.

17           C. Payment of course reimbursement is for tuition and registration fee only. An  
18 individual is entitled to reimbursement not to exceed the New Hampshire resident UNH  
19 graduate level dollar amount plus registration fee of \$15. Teachers shall receive a first  
20 reimbursement request until funds are exhausted. After all first request have been met,  
21 and as long as funds remain, disbursements for second requests shall be made, and  
22 thereafter additional requests until no funds remain. The School District shall establish  
23 an annual fund for course reimbursement of \$100,200; however, during a contract year  
24 in which the number of teachers accessing the retirement benefit plan is more than one  
25 below the appropriated cap under Article 15(A), the annual fund for course  
26 reimbursement will be increased by the equivalent of the estimated average cost that is  
27 budgeted for one retiring teacher under Article 15(A).

28           D. A teacher is ineligible for course reimbursement while receiving scholarship,  
29 grant aid, veteran's assistance, or any other form of financial aid unless such aid is  
30 less than allowed by the school district for course reimbursement. The teacher may  
31 apply for the difference.

1 E. Individuals filing for tuition payment with inaccurate information for the second  
2 time are ineligible for course reimbursement for the next two academic terms.

3  
4 Section 2: Teacher Workshop Reimbursement

5  
6 A. Each teacher, with the written approval of the building administrator, may be  
7 eligible for workshop reimbursement (workshop reimbursement is for tuition and  
8 registration fees only) upon submission of a workshop reimbursement form, along  
9 with a copy of the cost and description of the workshop. Each teacher shall be  
10 reimbursed up to an amount not to exceed One Hundred Seventy-five (\$175.00) for  
11 one (1) workshop ("First Request") per Agreement year, subject to the following:

- 12 1. Total district-wide reimbursable funds ("Fund") shall not exceed Eighteen  
13 thousand three hundred Dollars (\$18,300).
- 14 2. Reimbursements shall be made to teachers based on the date the approved  
15 First Request is received and date/time stamped at the superintendent's  
16 office; AND
- 17 3. All approved First Requests must be received at the superintendent's office  
18 no later than the close of business on May 15 of the Agreement year.

19 B. In the event the total Fund balance is less than the annual cap on June 1, of the  
20 Agreement year, teachers may make application for reimbursement for a second  
21 workshop ("Second Request") using the following guidelines:

- 22 1. The superintendent, or his/her designee, will notify the Association  
23 president on or before June 1, of the Agreement year, of the amount of  
24 Funds remaining for approved Second Requests;
- 25 2. Each teacher may submit an approved Second Request for reimbursement,  
26 not to exceed \$175;
- 27 3. Approved Second Requests must be received and date/time stamped at the  
28 superintendent's office by the close of business on June 15, of the  
29 Agreement year; AND
- 30 4. If the aggregate amount of the approved Second Requests is less than or  
31 equal to the Fund balance remaining at June 1, each teacher shall be  
32 reimbursed the amount of the approved Second Request subject to the



1 above provisions. After reimbursement of Second Requests, any final  
2 remaining Fund balance may be transferred to the Course Reimbursement  
3 pool, OR

- 4 5. In the event the aggregate amount of the approved Second Requests is  
5 more than the Fund balance remaining at June 1, an equal amount for each  
6 approved Second Request will be determined by dividing the fund balance  
7 by the total number of approved Second Requests ("Equalized Amount").  
8 Teachers submitting an approved Second Request will be reimbursed the  
9 lesser of the Equalized Amount or the cost of the workshop.

10  
11 Section 3: Nurse Reimbursement:

12  
13 A. Nurses may be reimbursed only for Courses of study which the Superintendent  
14 determines are directly related to the employee's present job (including level or  
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 B.. Nurses seeking Course reimbursement must have the written prior approval of the  
18 Superintendent before enrollment. Such approval will not be granted without a  
19 positive recommendation by the nurse's supervisor.

20 C. Nurses seeking reimbursement must submit a certified transcript of their grades  
21 and a receipt of the expense incurred. The District shall then reimburse the nurse, in  
22 accordance with the above guidelines, the cost for tuition, registration and/or lodging.

23 D. Nurses who, prior to completing the approved Course, voluntarily leave the  
24 District shall not be reimbursed for the expenses associated with the Course.

25 E. Nurses are expected, under normal circumstances, to schedule Course attendance  
26 and the completion of study assignments outside of their regular working hours.

27 F. Records of all Courses completed by each nurse shall be maintained in their  
28 personnel file.

29 G. Nurse reimbursement is limited to a maximum of three hundred and fifty dollars  
30 (\$350.00) per nurse per school year. Reimbursement up to the maximum shall be  
31 made for a grade of "C" or better, passing a "pass-fail" course, or receiving a  
32 certification indicating satisfactory completion of the Course. The total pool (total

1 amount of reimbursements available) for all nurses shall not exceed two thousand  
2 eight hundred dollars (\$2,800) per school year. If any funds remain unexpended at  
3 May 1st, nurses who did not receive full reimbursement for coursework may apply for  
4 additional reimbursement.  
5

1 **ARTICLE 12 - INSURANCE PROTECTION**

2  
3 A. Health Insurance

4 The Board shall offer the employee a variety of health plans, including, but not  
5 limited to the following: the insurance plans currently known as Blue Cross Blue  
6 Shield JY Managed Health Care, BlueChoice New England, BlueChoice, and  
7 Matthew Thornton. The JY Managed Health Care plan will be closed to any new  
8 enrollees as of July 1, 2006. Teachers that are currently enrolled in this plan may  
9 retain their enrollment status. Prescription coverage for all plans shall be 10/20/45.

10 The Board agrees to pay a capped maximum annual premium for teachers enrolled  
11 in health insurance plans. If the premium cost is less than the capped maximum, the  
12 actual premium is the maximum amount paid by the district.

13 **2012-2013**

14	Single Plan:	\$ 8,100.53
15	Two Person:	\$16,198.35
16	Family Plan:	\$21,877.07

17  
18 The future increases in the capped annual premiums will be the weighted average  
19 increase by plan type in the previous school year. If the weighted average increase is  
20 less than 15%, a maximum of an additional 1% will be added, up to a total increase of  
21 15%, until such time that the employer/employee cost share is at 80%/20% of the  
22 Blue Choice 3-Tier plan.

23 B. Dental Insurance

24 The Board agrees to pay eighty (80%) percent of the cost for single, two-person,  
25 or family membership in a dental plan offered by Health Trust (formerly NHMA)  
26 currently referred to as 1L.

27 C. Benefits provided by the District shall be coordinated with other coverage under  
28 which teachers may be enrolled.

29 D. The Board shall continue to provide teachers liability coverage insurance  
30 comparable to the 1989-90 limits, as available.

31 E. Members of the bargaining unit shall be covered by the provisions of Worker's  
32 Compensation.

1 F. The Board retains the right to examine and choose a new carrier for all insurances  
2 provided for in this agreement, providing the coverage and benefits equal or exceed  
3 those of the existing plan. The Board shall consult with the Association prior to any  
4 change in carriers.

5 G. The Board agrees to provide thirty thousand (\$30,000) dollars life insurance for  
6 those teachers in active service during each year of the contract. The Board agrees to  
7 provide twenty thousand (\$20,000) dollars term life insurance for nurses.

8 H. By September 20th, teachers shall be given a written statement of all insurance  
9 coverage in effect that are paid for by the Board.

10 I. Those teachers granted a leave of absence may continue as a member of the  
11 District group insurance plans providing they pay all premiums in a timely manner  
12 and providing the insurance carrier does not prohibit such practice.

13 J. Teachers shall take the type of coverage that best covers the situation, for  
14 example, a married couple without children need only a two-person membership until  
15 such time as a child may be born.

16 K. All necessary group insurance coverage forms and available explanations  
17 provided by the insurance company shall be distributed to new personnel within ten  
18 (10) days of their being hired.

19 L. Insurance Buyout

20 If a current teacher enrollee discontinues their health insurance plan, or a newly  
21 hired teacher does not enroll in coverage, they may be eligible for an incentive  
22 payment. Upon receiving documentation suitable to the District certifying that a  
23 teacher has enrollment in an alternative medical insurance plan, the District will  
24 provide a buyout of \$1000. If a teacher is not currently enrolled in health coverage,  
25 the District will provide a buyout of \$500. All qualifying employees must maintain  
26 other coverage without participating in the District's plan for the full school year to  
27 be eligible. An employee may only re-enroll during the open enrollment period, or  
28 due to a qualifying event. These incentives will be paid annually in June.

29

1 **ARTICLE 13 - PROFESSIONAL COMPENSATION**

2  
3 A. The salaries of teachers and nurses/COTAs covered by this agreement are set forth  
4 in the salary schedules, which are attached to and are incorporated in this agreement  
5 as Appendix C for teachers, and Appendix D for nurses/COTAs. Such salary  
6 schedules shall remain in effect during the term of this agreement.

7 B. Placement on the salary schedule at the time of hire shall be in accordance with  
8 the teacher's total years of experience, highest degree and the number of credits  
9 accepted beyond said degree, provided such experience is continuous and the last date  
10 of teaching experience is no greater than two years prior to the date of application.

11 C. Higher initial placement on the salary schedule shall be at the discretion of the  
12 Superintendent and the Board. Thereafter, teachers who have completed at least one  
13 hundred (100) school days of service during the school year and whose performance  
14 is satisfactory, shall be advanced on the appropriate salary schedule for the next  
15 school year as follows: one (1) step in 2012-13 and one (1) step in 2013-14.

16 The term 'service' for the purpose of this section of Article 13 is defined as 'being  
17 present at work.' Teachers who are in an approved 50/50 job share assignment shall  
18 be advanced one step on the appropriate schedule at the completion of two years in  
19 the job share assignment.

20 D. The salary schedules are based upon a school year not exceeding 186 work days  
21 for teachers and COTAs, and 183 work days for nurses. Employees may accept  
22 additional compensation as determined by the Board for assignments in excess of the  
23 school year. The District will pay a minimum of \$25 per hour for the following:  
24 driver education, summer school, continuing education and assigned tutoring outside  
25 of school.

26 E. Employees shall be paid every two weeks in twenty-one (21) or twenty-six (26)  
27 equal installments at the option of the teacher as elected in writing.

28 F. Employees required in the course of their work to drive personal automobiles  
29 from one school building to another, or on other official school business, shall receive  
30 a car allowance of current federal rate per mile, provided they have prior approval of  
31 the building principal and submit a completed mileage requisition.

1 G. Teachers and COTAs who contract to work more than 186 days, and nurses who  
2 contract to work more than 183 days, under the terms of their individual contracts  
3 shall be paid a pro-rata daily rate for each additional contract day.

1 **ARTICLE 14 – EXTRA-CURRICULAR**

2  
3 The determination of the number and nature of extra-curricular positions rests  
4 solely with the Board. The assignments shall not extend beyond June 30 of any year.

5 The Board believes the duties, expectations and responsibilities for these positions  
6 differ significantly from classroom instruction. Further, it is understood the annual  
7 renewal of a co-curricular assignment rests solely and exclusively with the school  
8 board.

9 An employee accepting a co-curricular activity for compensation with less than  
10 three (3) consecutive years in that activity, shall be observed for the purpose of  
11 evaluation of performance at least three (3) times per activity season. The observation  
12 will be conducted by the Director of Athletics, the building principal, or the  
13 principal's designee. The employee shall be notified at least twenty-four (24) hours in  
14 advance of one evaluation. A written report that includes commentary on the  
15 observation shall be presented to the employee no later than three (3) working days  
16 following the observation and within five (5) working days of delivery of the  
17 commentary there shall be a conference to discuss the commentary. The commentary  
18 shall become a part of the personnel record. The employee may submit a written  
19 response to the evaluation and it shall be attached to the copy in the personnel file.  
20 Employees with more than three (3) consecutive years in an activity shall be observed  
21 for the purpose of evaluation of performance at least once in every subsequent three  
22 year cycle.

23 An individual with a recommendation of the principal to continue in the position  
24 need only send a letter of intent no later than April 2 for fall activities, August 2 for  
25 winter activities and October 2 for spring activities to the Superintendent of Schools  
26 to be an eligible candidate for the position the following year without further  
27 interview. All applications for the position will be considered before nomination.

28 The names of those submitting a letter of intent to continue in their assignment  
29 and selected for nomination will be submitted to the Board as follows: fall activities  
30 in May, winter activities in September, and spring activities in November.

31 It is understood by the parties that only the procedural aspects of evaluation  
32 included in this article will be subject to the grievance procedure.

1        Vacancies in extra-curricular positions shall be posted throughout the district and  
2 any qualified person may apply. The schedule for payment of extra-curricular  
3 assignments is set forth in Appendix B.



1 **ARTICLE 15 – RETIREMENT BENEFIT PLAN**

2  
3 A. Eligibility

4 The provisions in Article 15 do not apply to nurses or COTAs. Teachers with at  
5 least fifteen (15) years of service in Salem who are at least fifty-eight (58) years of  
6 age and who are eligible for early or normal retirement under the New Hampshire  
7 Retirement System shall be eligible for the following retirement benefit program.  
8 Funding for this benefit shall be capped at ten (10) teachers. If more than ten (10)  
9 teachers request this benefit, priority shall be determined by years of service, followed  
10 by age. The estimated budget amount shall be the capped number of teachers  
11 multiplied by the estimated average cost of all eligible teachers. The Board’s intent is  
12 to provide the funds. However, should the School District annual meeting fail to  
13 provide the necessary funds for this benefit program, eligibility will be canceled.

14 B. Notice of Intent

15 Notice of one’s intention to retire under this article must be submitted in writing to  
16 the Superintendent of Schools no later than October 1 of the last full year of full time  
17 employment.

18 C. Payment

19 1. The benefit payment shall be computed as follows:

20 2% times the number of years of service at the time of retirement, to a  
21 maximum of 60%, times last salary. Such payment shall be paid by August  
22 following the date of retirement.

23 2. Notwithstanding any other provision in this agreement, payment to an  
24 employee under this section shall be delayed at least 120 days, but not  
25 exceeding 130 days after the employee’s retirement in such amount as is  
26 necessary to prevent the school district from being assessed by the New  
27 Hampshire Retirement System under RSA 100-A:16 III-a.

28 D. Definitions

29 1. Year = For purposes of this article only, the year is the contract year beginning  
30 September 1 and ending August 31.

31 2. Age = Actual age in years as of August 31<sup>st</sup> of the last full contract year during  
32 which the teacher was employed full-time by the District. EXAMPLE: A  
33 teacher whose 58<sup>th</sup> birthday is on August 31 of the last full contract year

1           during which the teacher was employed full-time by the District, is eligible for  
2           the incentive.

3           3. Years of service is based on number of contracts executed for active teaching  
4           assignments (as defined in Article I, Recognition), or for administrator  
5           assignments.

6           4. Last salary shall mean the amount earned in the last full contract year of Salem  
7           employment. This is the annual salary as defined under the New Hampshire  
8           Teacher's Retirement System. Annual salary means the amount paid for  
9           services specified in the contract which involve a teaching, administrative, or  
10          supervisory function. It does not include amounts paid for extra duty  
11          assignments, unused sick leave, unused vacation or terminal pay.

12        E. Should an employee, who has elected and properly filed for, early retirement, die  
13        prior to receiving any payment due, the School District will make payment to the  
14        estate of the deceased.

15        F. Insurance Benefits

16          Each retired employee may continue to participate in the same health insurance  
17        benefits that the District offers to active employees in Article 12 of this and  
18        subsequent agreements. Said insurance will be provided at the employee's expense  
19        contingent on the carrier's approval.

20        G. Substitute Opportunities

21          The District may provide substitute opportunities on a day-to-day basis.

**ARTICLE 16 - BOARD RIGHTS**

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The Board, subject only to the language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the rights, in accordance with applicable laws and regulations, to direct and manage all activities of the school district.

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authorities 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.

**ARTICLE 17 - ASSOCIATION RIGHTS**

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A. The Association and its representatives may use school buildings at reasonable hours for Association meetings, in accordance with procedures set forth in Salem School District policy, provided that this shall not disrupt normal school operations.

B. The Association and its representatives may post notices of Association activities and matters of Association concern in the teachers' room at each school building.

C. The Association may use the teacher mailboxes for official communication to the teachers. Members may have Association related decals on mailboxes but nowhere else on school property.

D. The Association shall be given an opportunity during the orientation program for teachers to explain Association activities. The Association also shall be given an opportunity to make announcements and give reports following Faculty Meetings.

E. A copy of the agenda of each Board meeting shall be sent to the Association prior to the meeting. A copy of the minutes of School Board meetings shall be made available to the Association.

F. Representatives of the Local, State and National Associations shall be permitted to meet with teachers concerning Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and that the representatives follow established procedures for school visitors.

G. The Board agrees to furnish the Grievance Chairperson of the Association or a designee with all pertinent information which may be necessary for the Association to process a grievance or complaint.

H. The Association shall be entitled to a maximum of nine (9) days with pay for the purpose of official delegates or alternates to attend the N.E.A.-N.H. Assembly of Delegates meeting. The requests will be forwarded to the Superintendent for approval.

I. Any individual contract between the Board and an individual teacher heretofore, or hereafter executed shall not be inconsistent with the terms and conditions of this agreement.

J. Copies of this agreement between the Salem School District and the Salem Education Association shall be reproduced within thirty (30) days after the agreement

1 is signed and a copy presented to all teachers now employed or hereafter employed by  
2 the Board.

3 K. Whenever representatives of the Association bargaining team, not to exceed five  
4 (5) members, participate during working hours in negotiation proceedings, they shall  
5 suffer no loss in pay.

6 L. The school calendar for each school year shall be developed by the Board during  
7 the previous school year. Calendars to be considered by the Board shall be distributed  
8 to teachers and to the Association president for consideration and feedback at least ten  
9 (10) days prior to Board action.

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## ARTICLE 18 - TEACHER RIGHTS

A. Teacher rights under any State or Federal law shall not be abridged by the Board or by the Association.

B. In recognition of these rights, teachers shall act as responsible professionals, consistent with the commitment expressed by teachers to serve in a dedicated manner the best interests of children in the Salem School District.

C. The Board and the Association agree that the individual teacher shall have the right of association and self-organization and that they shall be free from interference, restraint or coercion by the Board or the Association and its agents in the designation of representatives of their own choosing for the purpose of collective bargaining, provided they shall have the right to refrain from any or all such activities.

D. 1. A teacher shall have the right, during normal business hours and with a scheduled appointment, within twenty-four (24) hours of request, to review the contents of their personnel file and to make copies of any materials contained therein, except for legally confidential materials such as pre-employment references properly identified as "confidential".

2. Any complaint(s) deemed serious enough by the Administrator to be placed in the teacher's file shall be brought to the attention of the teacher within fifteen (15) working days from the date administration was first notified. Any such complaint(s) must state the nature of the complaint(s), the date(s) of the occurrence(s), and the name of the complainant(s). The teacher shall acknowledge they had the opportunity to review such material 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. The teacher shall also have the right to submit a written answer to such complaint(s) filed, and their answer shall be reviewed by the Superintendent or a designee and be attached to the file copy.

3. No documents and/or other material shall be placed in the personnel file of a teacher after severance without the teacher's knowledge. A letter to the last known address shall be considered an adequate effort to reach the teacher.

1                                   **ARTICLE 19 – NURSE DISCIPLINARY PROCEDURE**

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

8             STEP 1: For minor offenses, the employee may be given a verbal warning. If  
9             the situation is not improved within a reasonable length of time, the second  
10            step is taken.

11            STEP 2: For a serious offense, a written warning is given to the employee and  
12            placed in the personnel file. The employee will be allowed to respond in  
13            writing to any written warning and this response will be placed in the  
14            personnel file with the warning.

15            STEP 3: A second written warning may be cause for suspension from work  
16            without pay. Should a suspension occur, the employee shall be entitled to an  
17            appeal to the Superintendent of Schools and a member of the Association may  
18            attend if requested by the employee.

19            STEP 4: A third written warning is cause for immediate suspension without  
20            pay and/or discharge from employment. Any employee so suspended or  
21            discharged will be entitled to an appeal to the School Board with  
22            representation of their own choice.

23                    It is not considered necessary to proceed through the entire four steps  
24                    or essential to start with the first step, depending upon the seriousness of the  
25                    offense. At all times, discipline should be commensurate with the offense  
26                    committed. All written records are to be part of the employee's cumulative  
27                    record.

28     B. All suspensions and discharges must be stated in writing with the reason(s) stated  
29     and a copy given to the employee within two working days of suspension or  
30     discharge.

31     C. An employee may be suspended or discharged for one or more of the following  
32     reasons:

- 33            1. Inefficiency or incompetence;

- 1           2. Failure to observe rules and regulations established by the School Board
- 2                 and/or the administration;
- 3           3. Moral misconduct;
- 4           4. Or other due and sufficient cause.

5 D. In the event an employee is requested or directed to attend a meeting at which  
6 discipline may be discussed or imposed, the employee will be so advised. In addition,  
7 the employee is entitled to Association representation at such meeting. The  
8 immediate issuance of a verbal warning or directive by a supervisor shall not be  
9 considered a meeting for the purpose of this section.

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1                                   **ARTICLE 20 – SEVERABILITY AND SAVINGS CLAUSE**

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    If any provision of this agreement or any application of this agreement to any employee or groups of employees 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. In such instance, the parties shall meet within thirty (30) days of such legal determination, for the purpose of adjusting the article affected so that it will be in accordance with the law.

**ARTICLE 21 - ZIPPER CLAUSE**

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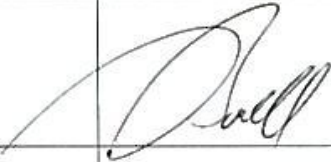

A. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

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

**ARTICLE 22 - DURATION**

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The provisions of this Agreement will be effective as of July 1, 2012, except that the amendment to Article 6 will be effective as of April 1, 2012. All the provisions of this Agreement shall continue and remain in full force and effect as binding on the parties until June 30, 2014. Cost items for all the years of the Agreement will be submitted for approval at the 2012 Annual School District Meeting (i.e., the Agreement will be Sanbornized).

<p><b>AGREED: April 10, 2012</b></p>	<p><b>2012-2014 Collective Bargaining Agreement</b></p>
<p><b>For the Association:</b></p>	<p><b>For the Salem School Board:</b></p>
	
	<p>Patricia C. ...</p>
	<p>Peter ...</p>
<p>Pat ...</p>	
	

## APPENDIX A

### SALEM SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT #57 Salem, New Hampshire

#### SALARY GUIDELINE

1. Advancement on the salary schedule will be according to credits earned by September 1st. To receive credit the teacher must submit either an official transcript or a signed official grade report prior to September 1st.
2. All credits beyond Master's Degree must be approved in writing by the Superintendent of Schools prior to class enrollment.
3. At any level only one degree will be recognized.
4. All college credits must be from an approved graduate program at an accredited institution unless approved in advance by the Superintendent of Schools. Additional undergraduate credits must be approved by the Superintendent of Schools prior to enrollment. No request will be unreasonably withheld.
5. Only credits that appear on transcripts submitted with application will be considered for placement on the salary guideline. Future advance on the guideline will be based on credits earned after employment.
6. The salary guideline applies solely to college or university credits.
7. Advancement on the salary schedule and course reimbursement will be granted for a grade "C" or better. Courses that have a pass/fail (P/F) grade will be accepted providing the professor or instructor certifies, in writing, that the pass (P) grade is equal to "C" or better. Home study courses or correspondence courses will not be recognized for course reimbursement or advancement on the salary schedule.

**APPENDIX B - EXTRA CURRICULAR ACTIVITIES      2012-2014****SALEM HIGH SCHOOL**

Baseball	J.V.	\$2,811
Baseball	Varsity	\$4,945
Basketball	Freshman (F)	\$3,059
Basketball	Freshman (M)	\$3,059
Basketball	J.V. (F)	\$3,663
Basketball	J.V. (M)	\$3,663
Basketball	Varsity (F)	\$5,513
Basketball	Varsity (M)	\$5,513
Cheerleading-fall	J.V.	\$2,596
Cheerleading-fall	Varsity	\$4,055
Cheerleading-winter	J.V.	\$2,596
Cheerleading-winter	Varsity	\$4,055
Cross Country	Assistant (M & F)	\$2,311
Cross Country	Female	\$4,055
Cross Country	Male	\$4,055
Field Hockey	Frosh	\$2,346
Field Hockey	J.V.	\$2,596
Field Hockey	Varsity	\$4,055
Football	Assistant	\$4,197
Football	Freshman	\$3,485
Football	J.V.	\$4,197
Football	Varsity	\$7,931
Golf	Coach	\$4,055
Gymnastics	Assistant (M&F)	\$2,809
Gymnastics	Female	\$4,589
Gymnastics	Male	\$4,589
Ice Hockey	J.V.	\$2,809
Ice Hockey	Varsity	\$4,589
Soccer	Frosh (F)	\$2,346
Soccer	Frosh (M)	\$2,346
Soccer	J.V. (F)	\$2,596
Soccer	J.V. (M)	\$2,596
Soccer	Varsity (F)	\$4,055
Soccer	Varsity (M)	\$4,055
Softball	J.V.	\$2,811
Softball	Varsity	\$4,945
Swimming	Assistant	\$2,694
Swimming	Coach	\$4,297
Tennis	Female	\$4,589
Tennis	Male	\$4,589
Track-Spring	Assistant (F)	\$2,809
Track-Spring	Assistant (M&F)	\$2,809
Track-Spring	Assistant (M)	\$2,809
Track-Spring	Varsity (F)	\$4,197
Track-Spring	Varsity (M)	\$4,197
Track-winter	Assistant (F)	\$2,809
Track-winter	Assistant (M)	\$2,809
Track-winter	Female	\$4,589
Track-winter	Male	\$4,589
Volley Ball	J.V. (F)	\$2,809
Volley Ball	J.V. (M)	\$2,809
Volley Ball	Varsity (F)	\$4,589
Volley Ball	Varsity (M)	\$4,589
Wrestling	Assistant	\$2,809
Wrestling	Varsity	\$4,589

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**SALEM HIGH SCHOOL ACTIVITIES**

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Class Advisors	Freshman	\$698
Class Advisors	Junior	\$981
Class Advisors	Senior	\$2,030
Class Advisors	Sophomore	\$698
Color Guard Inst.		\$4,179
Dance Instructor		\$803
Debate		\$2,786
DECA Advisor		\$1,963
FBLA Advisor		\$1,963
FCCLA Advisor		\$1,963
HOSA Advisor		\$1,963
Marching Band	Asst. Director	\$3,629
Marching Band	Director	\$4,731
Marching Choreog/Music Arranger		\$3,522
Math Team		\$1,337
Natl. Honor Society Advisor		\$653
NH Challenge		\$1,337
School Paper		\$1,337
School Play		\$2,786
Student Council		\$2,030
AYES Auto Advisor		\$1,963
VICA Advisor		\$1,963
Video Yearbook Advisor		\$1,963
Yearbook		\$2,786
Yearbook Asst.		\$1,261

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**WOODBURY SCHOOL**

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Baseball		\$2,311
Basketball	Female	\$2,526
Basketball	Male	\$2,526
Cheerleading		\$1,410
Cross Country	Female	\$2,311
Cross Country	Male	\$2,311
Field Hockey		\$2,311
Jazz Band		\$1,191
Class S Basketball		\$1,623
Media Coord		\$2,242
Soccer	Female	\$2,311
Soccer	Male	\$2,311
Softball		\$2,311
Student Council		\$1,352
Track	Female	\$2,311
Track	Male	\$2,311
Yearbook Advisor		\$1,352

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Statement of Longevity: A total longevity payment of \$200 starting after three years experience with the District in the same (or similar) sport; an additional \$150 after six years experience; and an additional \$150 after nine years experience.

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## Appendix C Salary Schedule Teachers – 2012-2013

Step	B	B+15	B+30	M	M+15	M+30
1	33,652	35,031	36,465	37,961	39,516	41,135
2	35,751	37,217	38,740	40,330	41,982	43,702
3	37,850	39,402	41,016	42,698	44,449	46,270
4	39,951	41,588	43,292	45,067	46,914	48,839
5	42,052	43,775	45,567	47,437	49,380	51,406
6	44,149	45,959	47,844	49,806	51,847	53,973
7	46,250	48,146	50,118	52,175	54,313	56,541
8	48,349	50,332	52,395	54,543	56,779	59,108
9	50,448	52,518	54,669	56,914	59,245	61,675
10	52,549	54,703	56,947	59,281	61,711	64,243
11	54,648	56,890	59,223	61,650	64,177	66,812
12	56,748	59,075	61,499	64,019	66,643	69,377
13	58,848	61,261	63,772	66,387	69,109	71,942

Longevity: \$1,250 after 14 years  
 \$1,400 after 20 years



## Appendix C Salary Schedule Teachers – 2013-2014

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
<b>1</b>	<b>34,325</b>	<b>35,732</b>	<b>37,194</b>	<b>38,720</b>	<b>40,306</b>	<b>41,958</b>
<b>2</b>	<b>36,466</b>	<b>37,961</b>	<b>39,515</b>	<b>41,137</b>	<b>42,822</b>	<b>44,576</b>
<b>3</b>	<b>38,607</b>	<b>40,190</b>	<b>41,836</b>	<b>43,552</b>	<b>45,338</b>	<b>47,195</b>
<b>4</b>	<b>40,750</b>	<b>42,420</b>	<b>44,158</b>	<b>45,968</b>	<b>47,852</b>	<b>49,816</b>
<b>5</b>	<b>42,893</b>	<b>44,651</b>	<b>46,478</b>	<b>48,386</b>	<b>50,368</b>	<b>52,434</b>
<b>6</b>	<b>45,032</b>	<b>46,878</b>	<b>48,801</b>	<b>50,802</b>	<b>52,884</b>	<b>55,052</b>
<b>7</b>	<b>47,175</b>	<b>49,109</b>	<b>51,120</b>	<b>53,219</b>	<b>55,399</b>	<b>57,672</b>
<b>8</b>	<b>49,316</b>	<b>51,339</b>	<b>53,443</b>	<b>55,634</b>	<b>57,915</b>	<b>60,290</b>
<b>9</b>	<b>51,457</b>	<b>53,568</b>	<b>55,762</b>	<b>58,052</b>	<b>60,430</b>	<b>62,909</b>
<b>10</b>	<b>53,600</b>	<b>55,797</b>	<b>58,086</b>	<b>60,467</b>	<b>62,945</b>	<b>65,528</b>
<b>11</b>	<b>55,741</b>	<b>58,028</b>	<b>60,407</b>	<b>62,883</b>	<b>65,461</b>	<b>68,148</b>
<b>12</b>	<b>57,833</b>	<b>60,257</b>	<b>62,729</b>	<b>65,299</b>	<b>67,976</b>	<b>70,765</b>
<b>13</b>	<b>60,025</b>	<b>62,486</b>	<b>65,048</b>	<b>67,715</b>	<b>70,491</b>	<b>73,381</b>

Longevity: \$1,250 after 14 years  
 \$1,400 after 20 years

## Appendix C Salary Schedule Nurses – 2012-2013

<b>Step</b>	<b>LPN</b>	<b>RN/COTA</b>	<b>BSN</b>
<b>1</b>	<b>26,921</b>	<b>30,287</b>	<b>31,969</b>
<b>2</b>	<b>28,601</b>	<b>32,176</b>	<b>33,963</b>
<b>3</b>	<b>30,280</b>	<b>34,065</b>	<b>35,958</b>
<b>4</b>	<b>31,961</b>	<b>35,956</b>	<b>37,954</b>
<b>5</b>	<b>33,641</b>	<b>37,846</b>	<b>39,949</b>
<b>6</b>	<b>35,319</b>	<b>39,734</b>	<b>41,941</b>
<b>7</b>	<b>37,000</b>	<b>41,625</b>	<b>43,938</b>
<b>8</b>	<b>38,679</b>	<b>43,514</b>	<b>45,932</b>
<b>9</b>	<b>40,359</b>	<b>45,404</b>	<b>47,926</b>
<b>10</b>	<b>42,039</b>	<b>47,294</b>	<b>49,921</b>
<b>11</b>	<b>43,718</b>	<b>49,183</b>	<b>51,915</b>
<b>12</b>	<b>45,398</b>	<b>51,073</b>	<b>53,911</b>
<b>13</b>	<b>47,078</b>	<b>52,963</b>	<b>55,902</b>

Longevity:           \$400 after 14 years  
                          \$500 after 20 years

Longevity will be paid in the final June paycheck

## Appendix C Salary Schedule Nurses – 2013-2014

<b>Step</b>	<b>LPN</b>	<b>RN/COTA</b>	<b>BSN</b>
<b>1</b>	<b>27,459</b>	<b>30,893</b>	<b>32,608</b>
<b>2</b>	<b>29,173</b>	<b>32,820</b>	<b>34,642</b>
<b>3</b>	<b>30,886</b>	<b>34,746</b>	<b>36,677</b>
<b>4</b>	<b>32,600</b>	<b>36,675</b>	<b>38,716</b>
<b>5</b>	<b>34,314</b>	<b>38,603</b>	<b>40,748</b>
<b>6</b>	<b>36,025</b>	<b>40,529</b>	<b>42,780</b>
<b>7</b>	<b>37,740</b>	<b>42,458</b>	<b>44,817</b>
<b>8</b>	<b>39,453</b>	<b>44,384</b>	<b>46,851</b>
<b>9</b>	<b>41,166</b>	<b>46,312</b>	<b>48,885</b>
<b>10</b>	<b>42,880</b>	<b>48,240</b>	<b>50,919</b>
<b>11</b>	<b>44,592</b>	<b>50,167</b>	<b>52,953</b>
<b>12</b>	<b>46,306</b>	<b>52,094</b>	<b>54,989</b>
<b>13</b>	<b>48,020</b>	<b>54,022</b>	<b>57,020</b>

Longevity:           \$400 after 14 years  
                          \$500 after 20 years

Longevity will be paid in the final June paycheck

**APPENDIX D**

**SALEM SCHOOL DISTRICT**

**SALEM EDUCATION ASSOCIATION (SEA)**

**GRIEVANCE RECORD**

(For use at Steps or Levels 2 and 3)

Grievance # \_\_\_\_\_ Step # \_\_\_\_\_

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

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

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

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

Statement of the grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature- Association Representative present)

\_\_\_\_\_  
(Signature – Grievant)

Disposition by (circle one):      Principal    Food Service Dir.    Maint. Dir.    Superintendent

Date answered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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