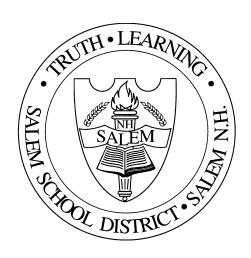
Agreement Between

SALEM SCHOOL BOARD

And The

SALEM EDUCATION ASSOCIATION



2014-2016

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	42
Article 17	Association Rights	43
Article 18	Teacher Rights	45
Article 19	Nurse Disciplinary Procedure	46
Article 20	Severability and Savings Clause	48
Article 21	Zipper Clause	49
Article 22	Duration	50
	Signature Page	51
Appendix A,	Salary Guideline	1
Appendix B,	Extra-Curricular Salaries	II
Appendix C,	Salary Schedule Teachers	III
Appendix C,	Salary Schedule Nurses	IV
Appendix D.	Grievance Record	V

1	SALEM SCHOOL DISTRICT
2	PROFESSIONAL AGREEMENT
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5	AGREEMENT made this May 20, 2014 by and between the School Board of the
6	Salem School District, Salem, New Hampshire (hereinafter called the "Board") and
7	the Salem Education Association (hereinafter called the "Association"). The parties
8	recognize N.H. RSA 273-A and will comply with those provisions.
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ARTICLE 1 - RECOGNITION

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

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

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

The term "part-time teacher" as used in this agreement shall mean a professional employee of the Salem School District whose position requires certification by the State Board of Education as a Professional and whose part-time employment represents fifty percent (50%) or more of any regular full time regular assignment at any school, district, or grade level. All benefits within the master agreement shall be pro-rated for regular part-time teachers in accordance with their daily assignment.

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

ARTICLE 2 - NEGOTIATION PROCEDURE

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- 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
- 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
- negotiate in good faith effort to reach agreement on its terms described above. During
- such negotiations, the Board and the Association will present relevant data, exchange
- points of view and make proposals and counter-proposals. Upon request, the Board
- will make available to the Association pertinent, non-confidential records, data, and
- 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
- may call upon professional and lay representatives to assist it in negotiations.
- D. Any agreement reached shall be reduced to writing and be signed by the Board
- 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
- reached agreement on a contract within sixty days prior to the budget submission date,
- 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
- 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.

ARTICLE 3 - GRIEVANCE PROCEDURE

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A. Definition:

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

B. Initiation and Processing

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

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

1. Level One - Principal

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

2. Level Two - Superintendent (or a designee)

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

3. Level Three - Board

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

4. Level Four - Arbitration

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

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

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

c) The Board, the grievant, and the Association shall receive copies of the

- c) The Board, the grievant, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's meeting.
- d) The Board and the Association recognize this agreement as a legal document and to that extent may utilize the courts to enforce such document.
- e) The fees and expenses of the arbitrator will be shared by the Board and the Association equally.

C. Rights of Teachers to Representation

- 1. A grievant may be represented at all stages of the grievance procedure by themselves, or after level (a), at their option, may also have a representative of the Association present to represent them.
- 2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the written grievance to the principal, at level (b) or any higher level, be notified by the principal in writing of all hearing sessions held at level (b) and beyond concerning such grievance and shall receive a copy of all decisions rendered. The Association shall have the right to be present and to present its position in writing at all hearing sessions held at level (b) and beyond.
- 3. The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to the processing of a grievance.

ARTICLE 4 - WORKING DAY

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- 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.

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

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- 16 C. The teacher school day may be extended for the following:
 - 1. Individual instruction or counseling.
- 2. Parent conferences by mutual agreement between parent, teacher, and
- principal. In the event a parent reports two unsuccessful attempts to schedule a
- 20 meeting with a teacher, the principal shall set a time.
- 3. Professional staff meetings may be called with advance notice of at least two
- 22 (2) school days and with the agenda announced at least one (1) school day prior to
- the meeting date. The building meetings will not exceed one hour in duration,
- 24 time to begin from the formal convening of the meeting by the principal or a
- designee. In an emergency, the time consideration may be waived with the
- understanding due consideration will be given to unusual circumstances that may
- cause a teacher to request absence from the meeting.
- 4. Assigned duties such as bus duty and detention.
- 5. A mandate of the State Board of Education.
- 6. Effective July 1, 2014, up to eight 60-minute work sessions per school year,
- with no more than one such work session scheduled during the same month. Such
- work sessions will be for activities that the administration schedules for District-

wide initiatives to improve student achievement. Such work sessions will not be required for nurses and COTAs. Each year teachers will receive one CEU of professional development credit in the appropriate category for each hour of these work sessions that they attend.

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

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

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

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

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

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

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- 11 Section 2: Nurse
- The standard hours of work for nurses shall be no earlier than 45 minutes before
- the start of school and not later than 15 minutes after the end of the last class period.
- Nurses shall be entitled to an uninterrupted lunch period of thirty (30) minutes and
- one fifteen (15) minute coffee break each day.

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- 17 The nurse's school day may be extended for the following:
- 1. Providing continuing medical attention to students
- 19 2. Parent conferences
- 20 3. Professional staff meetings
- 4. To complete required paperwork, such as Medicaid reimbursements,
- 22 accident reports, individualized health care plans, etc.
 - 5. Meetings called by building principal
- 6. Meetings called by the superintendent or his/her designee
- 25 7. Staff training

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ARTICLE 5 - PROCEDURAL ASPECTS OF EVALUATION

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Section 1: Teacher

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

- A. The Superintendent or a designee shall orient all teachers regarding evaluative procedures and instruments developed by the administration by November 1 of each school year.
- 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
- C. Formal classroom observation shall be conducted by an administrator or area director. Each observation shall be made in person for a minimum of twenty (20) consecutive minutes, and not to exceed sixty (60) consecutive minutes in one day. Observation of the work performance of a teacher will be conducted openly. Formal observation sessions shall be with full knowledge of the teacher. All other observations of the teachers' work performance which are to be made part of their personnel file will be made known to the teacher.

appraisal observations shall be with a twenty-four (24) hour notice.

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

- 2. After any appraisal of classroom performance, a conference will be held to discuss the report with the teacher involved within five (5) school days following the receipt of the report.
- 3. The supervisor, following a conference with the teacher, shall give direct written recommendations to correct noted deficiencies observed in classroom management, instructional techniques and strategies, and/or professional preparation within five (5) school days. The written recommendations will be made part of the teacher's personnel file. The observation report and with written recommendations will be sent to the central office for filing in the teacher's personnel file within two (2) school days after the final report.
- 4. In the event that the teacher feels their appraisal was incomplete or unjust, they may put objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file.
- D. Teachers with three (3) or more consecutive years in the Salem School District will be appraised through a cycling three year process, consistent with their recertification timeline or by mutual consent with the supervisor, a different three year cycle to the extent practicable, as follows:
 - 1. In the formative years one and two of the evaluation process, the teacher will complete the *Standards for Effective Teaching Self-Assessment Worksheet*, develop a goal or goals consistent with school district standards, complete a goal plan, and meet with the supervisor for the initial formative conferences. Between March 15 and May 15 of each year the teacher will complete a Goal Reflection with or without comments. A copy of the signed Goal Reflection will be placed in the teacher's personnel file.
 - 2. In the formative years one and/or two of the evaluation process, if the teacher serves as an appointed committee chairperson, the Superintendent or his/her

- designee may approve the committee work as the teacher's professional goal for that year.
- 3. By October 15 of summative year three, the teacher will complete Standards 3 for Effective Teaching Self-Assessment Worksheet and meet with the 4 supervisor for the initial summative conference. During this summative 5 conference the teacher and the supervisor will discuss the self-assessment 6 7 worksheet, determine the format for observations, either formal or informal, and review guidelines for the Portfolio. The teacher and the supervisor will 8 9 sign the Summative Year Plan. By March 15, the teachers in summative year 10 three will submit their portfolios to the supervisor. By April 15 the supervisor will complete the observation(s). Between March 15 and June 1 the 11 12 supervisor and teacher will meet for the final summative year conference. Within one month of the final conference, but no later than June 15, the 13 14 supervisor will provide the Summative Evaluation. Within five days of receipt the teacher will return the Summative Evaluation with or without comments. 15 A copy of the signed summative evaluation will be placed in the teacher's 16 personnel file. 17
- 18 E. Complaints concerning a teacher's classroom performance, and which are to be
- placed in the personnel file, shall be called to the teacher's attention. Said teacher
- 20 may respond in writing and that response will be reviewed and then be attached and
- 21 filed with the complaint.
- 22 F. It is understood by the parties that only the procedural aspects of teacher appraisal
- 23 included in this article will be subject to the grievance procedure.

25 Section 2: Nurse

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- 27 A. All employees shall receive a formal evaluation report at least once each year.
- The evaluation(s) shall be completed by March 1st of the school year. All monitoring
- and/or observation of the work performed by the employee shall be conducted openly
- and so far as possible with full knowledge of the employee.
- 31 B. Formal evaluation reports shall be presented to the employee by the author of the
- 32 report. A conference between the evaluator and the employee shall follow within

- three (3) working days. Employees shall not sign a blank or incomplete evaluation
- 2 form.
- 3 C. The completed evaluation report shall be signed by the evaluator and the
- 4 employee and become a part of the personnel record. Signature of the employee
- 5 signifies that the material has been read and is to be filed. It does not necessarily
- 6 indicate agreement with the content, nor does the refusal to sign prevent the materials
- 7 from being placed, and remaining in the file.
- 8 D. An employee may attach comments to the evaluation report.
- 9 E. The evaluation conference is to be between the individual employee and the
- 10 evaluator.
- 11 F. It is recognized the procedure for evaluation is subject to the grievance procedure;
- however, the content of the evaluation shall not be subject to a grievance.
- 13 G. An employee shall have the right, upon twenty-four (24) hour notice, to
- 14 review the contents of their file. An employee shall be entitled to have a
- 15 representative of the Association accompany him/her during such review. At least
- once every two years, an employee shall have the right to indicate those documents
- and/or other materials in their file which they believe to be obsolete or otherwise
- inappropriate to retain. However, retention is a managerial responsibility and no item
- will be removed without the Superintendent or a designee's approval. No documents
- and/or other material shall be placed in the personnel file of an employee after
- severance without the former employee's knowledge. A letter to the last known
- 22 address shall be considered an adequate effort to reach the former employee.
- 23 H. No material derogatory to an employee's conduct, service, character or
- 24 personality shall be placed in their personnel file unless the employee has had an
- opportunity to review the material. The employee shall acknowledge that they had
- the opportunity to review such material by affixing their signature to the copy to be
- 27 filed with the express understanding that such signature in no way indicates
- agreement with the contents thereof. The employee shall also have the right to submit
- 29 a written answer to such material and their answer shall be reviewed by the
- 30 Superintendent or a designee and attached to the file copy.

Section 3: Other – Student Service Specialists

The parties recognize the importance and value of a procedure for appraising the performance of non-teaching professional staff working within the school environment. The parties also recognize that the appraisal for work performance is the responsibility of the school administration. In accordance with the above, the following procedures are agreed to by the parties:

- A. The Superintendent or a designee shall orient all non-teaching professional certified or licensed staff regarding evaluative procedures and instruments developed by the administration by November 1 of each school year.
- B. All certificated or otherwise licensed staff shall engage in a formal appraisal process for the purpose of assessing performance. Those with less than three (3) consecutive years in the Salem School District will be observed in a work related setting, or will meet with a supervisor who will develop a narrative summary of job performance, or some combination thereof at least three (3) times per year. Also, certificated or licensed staff with more than three (3) consecutive years in the district whose performance is being assessed through the use of specific outcomes and or directed expectations will be appraised in accordance with sections B and C. These observations shall occur prior to March 15 each year. The first observation for those with less than three (3) consecutive years in Salem shall be scheduled no later than December 15 each year. At least one of the appraisal observations shall be with a twenty-four (24) hour notice.
 - C. Formal observations shall be conducted by an administrator. Observations shall be made in person for a minimum of twenty (20) consecutive minutes, and not to exceed sixty (60) consecutive minutes in one day. Observation of the work performance will be conducted openly. Formal observation sessions shall be with full knowledge of the individual being observed. All other work performance observations which are to be made part of their evaluation file will be made known.
 - 1. An evaluatee shall be given a copy of any class visit or evaluation report prepared by the evaluator within five (5) school days after the observation. Evaluatees shall acknowledge that the evaluation was read by affixing their signature on the actual copy to be filed, with the understanding that such

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

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

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3	A. In the ev	ent the Salem School Board decides it is necessary to reduce the number
4	of teachers d	lue to reasons of economy, declining enrollment, program elimination or
5	reduction. o	or the consolidation or elimination of positions or programs, such
		1 0
6		force will be made in accordance with the following:
7	B. When the	e Salem School Board determines that a reduction in force is necessary,
8	the Superinte	endent of Schools shall notify the teachers in the specific classifications
9	within which	h it is necessary to reduce or eliminate positions. For purposes of
10	reduction in	force, all teachers will be classified according to their present assignment.
11	Classification	ns are defined as follows:
12		
13	a.	Grades K-2
14		
15	b.	Grade 3-5
16		A . 17. 7
17 18	c.	Art K-5
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
2526	f.	Grades 9-12
27	1.	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
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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	1.	Home/School Counselor K-5
41	m.	Home/School Counselor 6-8
42	n.	Home/School Counselor 9-12
43	0.	Occupational Therapist

ARTICLE 6 - REDUCTION IN FORCE

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

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- 7 C. The decision to implement a reduction in force in a classification shall be made
- at 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
- be the best teachers for the school district and the students it serves. The following
- indicators will serve to determine the best teachers: certification, highly qualified status
- 12 (if applicable), degree attainment, performance (including, but not limited to,
- performance appraisals), and seniority.
- 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
- days. The "continuously employed" provision is not interrupted by school board
- 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
- shall communicate that decision to the staff members.
- 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. Recall rights will be limited to a minimum of
- 26 15 months or September 1st of the calendar year following the year of termination,
- 27 whichever is greater. Teachers being recalled shall retain all previously earned seniority
- and accrued leave. If the teacher has been compensated as indicated in Article 8.C then
- 29 no sick leave shall be carried forward.
- 30 G. Any transfer, assignments, or re-assignments resulting from or involved with a
- reduction in staff will be made at the sole discretion of the Superintendent of Schools.

ARTICLE 7 - VACANCIES AND TRANSFERS

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- 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
- their interest in being considered for vacant positions. Such requests will remain on
- 11 file for one year.
- B. Teachers may apply in writing to the Superintendent of schools for a transfer at
- any time and shall be considered for the same whenever a vacancy shall exist.
- 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.
- In the event a teacher requests transfer for a posted position between April 1 and
- 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 A. When the decision to make an involuntary transfer has been made by the
- Superintendent, the teacher affected will be notified immediately. There will be no
- 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
- 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. The
- 28 transfer decision is not grievable.

ARTICLE 8 - SICK LEAVE

A. Teacher Sick Leave

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

B. Personal Injury

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

C. Teacher Terminal Leave

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

Regardless of experience, if a teacher contract is non-renewed because of a decline in enrollment, they shall be entitled to the termination pay under this provision on or about October 10th following the termination date of the individual contract and providing the individual has not been re-employed as a full-time teacher within the Salem School District.

D. Sick Bank

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

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

access the sick bank. Employees in their third through fifth years of employment by the

Employees in their first and second years of employment by the District may not

contribution is made.

District may access the sick bank after having exhausted all sick leave under Article 8(A) and all personal leave under Article 9(1)(A); the maximum number of days which may be awarded from the sick bank for these employees shall be equal to the number of sick days that the employee had accrued on the first day of that contract year. Employees with more than five years of service in the District may access the sick bank after having exhausted all sick leave under Article 8(A) and all personal leave under Article 9(1)(A).

2. Participation in the sick leave bank by eligible members of the bargaining unit is voluntary. At the beginning of each school year, the District shall deduct one (1) sick leave day for each eligible member of the bargaining unit unless by September 15th any eligible member of the bargaining unit notifies the central office on the "District Sick Leave Bank Participation Form" of his/her election not to participate in the sick leave bank. Failure to contribute will eliminate the bargaining unit member's eligibility to use the bank until the next annual enrollment opportunity is provided and the required

- 3. The sick leave bank shall accumulate only up to the same number of days as the
- total number of members of the bargaining unit and shall be considered fully depleted
- at the end of each school year. The end of school year is defined as the last working
- 4 day for teachers. As of September 15th, if the total number of contributed sick leave
- 5 days is less than the total number of the members of the bargaining unit, the District
- 6 shall notify in writing the President of the Association of the number of additional
- sick leave days that may be contributed to obtain the maximum number of sick leave
- 8 bank days. Not later than September 30th, the President of the Association shall
- 9 provide signed forms from teachers authorizing additional sick leave days to be
- 10 contributed to the sick leave bank. Within ten (10) days after September 30th, the
- 11 Central Office shall provide written notification to the Chair of the Sick Leave Bank
- 12 Committee of the number of sick leave bank days available for the year and the list of
- 13 participants.
- 4. The Association shall recommend to the Board or its designee payment of sick leave
- 15 from the sick bank by providing: (a) a physician statement pursuant to the requirements
- of the medical certification form of the Family and Medical Leave Act indicating the
- 17 nature of the sickness or injury; (b) medical certification that the sickness or injury
- causes the employee to be unable to perform his/her contractual obligations for five (5)
- contract days or more; (c) confirmation that the employee has exhausted all sick leave
- 20 under Article 8(A) and all personal leave under Article 9(1)(A); (d) the first day of sick
- leave; and (e) the number of days from the sick leave bank to be awarded. To assure
- 22 interim payments, the Association must report the required information to the
- 23 Superintendent of Schools no less frequently than every other Friday.
- 24 5. The only obligation of the School Board in relation to the sick leave bank is to
- 25 pay out sick leave from the said bank to the employees as requested by the
- 26 Association.
- 27 6. The Association shall certify the eligibility and the number of days withdrawn
- from the sick leave bank on request of the Board.
- 7. This section of the article shall not be grievable.

E. Attendance Stipend

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

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

- 2. Bereavement days are not counted toward year-end totals. Attendance stipends will be paid at the end of the school year, no later than June 30 of the current fiscal year.
- 3. Professional days, i.e. participation in approved workshops, conferences, or school visitations will not impact the unit member's eligibility for the attendance bonus.
- 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 responsibilities of her position. The employee may withdraw or change the request at any time through the end of the seventh month of pregnancy.

1b. Notification – Adoption

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

2a. Compensation and Benefits - Birth

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

2b. Compensation and Benefits – Adoption

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

3. Duration

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

4. Return From Parenting Leave

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

D. Professional Leave

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

E. Military Leave

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

F. Teacher Organization Leave

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

G. Other Leave

Other requests for leaves of absence may be granted with pay or without pay by the Board. For all absences other than those specifically authorized by the Superintendent or for which provision is made in Articles 7 or 8, a deduction will be made for each day of absence at the rate of one-one hundred eighty-sixth (1/186) of the teacher's salary. Under no circumstances should any teacher be absent from school without the advance knowledge of the building principal's office.

H. Leaves and Non-Renewal

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

ARTICLE 10 - DUES DEDUCTION

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

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

ARTICLE 11 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

Section 1: Teacher Course Reimbursement

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

- B. Upon successful completion of a graduate course approved by the Superintendent as required in section A above, with a grade of "C" or better and submission of a transcript or signed official grade report and verification of tuition payment to the Office of the Superintendent, a teacher becomes eligible for reimbursement.
- C. Payment of course reimbursement is for tuition and registration fee only. An individual is entitled to reimbursement not to exceed the New Hampshire resident UNH graduate level dollar amount plus registration fee of \$15. Teachers shall receive a first reimbursement request until funds are exhausted. After all first request have been met, and as long as funds remain, disbursements for second requests shall be made, and thereafter additional requests until no funds remain. The School District shall establish an annual fund for course reimbursement of \$100,200.
- D. A teacher is ineligible for course reimbursement while receiving scholarship, grant aid, veteran's assistance, or any other form of financial aid unless such aid is less than allowed by the school district for course reimbursement. The teacher may apply for the difference.
- E. Individuals filing for tuition payment with inaccurate information for the second time are ineligible for course reimbursement for the next two academic terms.

Section 2 Teacher Workshop Reimbursement

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

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

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

- 1. The superintendent, or his/her designee, will notify the Association president on or before June 1, of the Agreement year, of the amount of Funds remaining for approved Second Requests;
- 2. Each teacher may submit an approved Second Request for reimbursement, not to exceed \$175;
 - 3. Approved Second Requests must be received and date/time stamped at the superintendent's office by the close of business on June 15, of the Agreement year; AND
 - 4. If the aggregate amount of the approved Second Requests is less than or equal to the Fund balance remaining at June 1, each teacher shall be reimbursed the amount of the approved Second Request subject to the above provisions. After reimbursement of Second Requests, any final remaining Fund balance may be transferred to the Course Reimbursement pool, OR

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

Section 3: Nurse Reimbursement:

- A. Nurses may be reimbursed only for Courses of study which the Superintendent determines are directly related to the employee's present job (including level or responsibility and length of service), the nature and purpose of the Course, and/or the benefit to be derived by the employee and the District.
- B. Nurses seeking Course reimbursement must have the written prior approval of the Superintendent before enrollment. Such approval will not be granted without a positive recommendation by the nurse's supervisor.
- C. Nurses seeking reimbursement must submit a certified transcript of their grades and a receipt of the expense incurred. The District shall then reimburse the nurse, in accordance with the above guidelines, the cost for tuition, registration and/or lodging.
- D. Nurses who, prior to completing the approved Course, voluntarily leave the District shall not be reimbursed for the expenses associated with the Course.
 - E. Nurses are expected, under normal circumstances, to schedule Course attendance and the completion of study assignments outside of their regular working hours.
- F. Records of all Courses completed by each nurse shall be maintained in their personnel file.
- G. Nurse reimbursement is limited to a maximum of three hundred and fifty dollars (\$350.00) per nurse per school year. Reimbursement up to the maximum shall be made for a grade of "C" of better, passing a "pass-fail"

course, or receiving a certification indicating satisfactory completion of the Course. The total pool (total amount of reimbursements available) for all nurses shall not exceed two thousand eight hundred dollars (\$2,800) per school year. If any funds remain unexpended at May 1st, nurses who did not receive full reimbursement for coursework may apply for additional reimbursement.

ARTICLE 12 - INSURANCE PROTECTION

1 2

3 A. Health Insurance

The Board shall offer the employee a variety of health plans, including, but

5 not limited to the following: The insurance plans currently known as BlueChoice

6 New England, BlueChoice, and Matthew Thornton. Prescription coverage for all

7 plans shall be 10/20/45. Office visit copayments for all plans shall be \$20.

8

9 The Board agrees to pay a capped maximum annual premium for teachers enrolled in

10 health insurance plans. If the premium cost is less than the capped maximum, the

actual premium is the maximum amount paid by the district.

12 <u>2014-15</u>

13

14 Single Plan: \$8,311.66

Two Person: \$16,620.54

16 Family Plan: \$22,447.28

17

18 The future increases in the capped annual premiums will be the weighted average

increase by plan type in the previous school year. If the weighted average increase is

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
- The Board agrees to pay eighty (80%) percent of the cost for single, two-
- 25 person, or family membership in a dental plan offered by Health Trust (formerly
- 26 NHMA) currently referred to as 1L.
- 27 C. Benefits provided by the District shall be coordinated with other coverage
- under 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.

- F. The Board retains the right to examine and choose a new carrier for all
- 2 insurances provided for in this agreement, providing the coverage and benefits equal
- or exceed those of the existing plan. The Board shall consult with the Association
- 4 prior to any change in carriers.
- 5 G. The Board agrees to provide thirty thousand (\$30,000) dollars life insurance
- 6 for those teachers and nurses in active service during each year of the contract.
- 7 H. By September 20th, teachers shall be given a written statement of all insurance
- 8 coverage in effect that are paid for by the Board.
- 9 I. Those teachers granted a leave of absence may continue as a member of the
- District group insurance plans providing they pay all premiums in a timely manner
- and providing the insurance carrier does not prohibit such practice.
- 12 J. Teachers shall take the type of coverage that best covers the situation, for
- example, a married couple without children need only a two-person membership until
- such time as a child may be born.
- 15 K. All necessary group insurance coverage forms and available explanations
- provided by the insurance company shall be distributed to new personnel within ten
- 17 (10) days of their being hired.
- 18 L. Insurance Buyout
- If a current teacher enrollee discontinues their health insurance plan, or a
- 20 newly hired teacher does not enroll in coverage, they may be eligible for an incentive
- 21 payment. Upon receiving documentation suitable to the District certifying that a
- teacher has enrollment in an alternative medical insurance plan, the District will
- provide a buyout of \$1000. If a teacher is not currently enrolled in health coverage,
- 24 the District will provide a buyout of \$500. All qualifying employees must maintain
- other coverage without participating in the District's plan for the full school year to
- be eligible. An employee may only re-enroll during the open enrollment period, or
- due to a qualifying event. These incentives will be paid annually in June.

ARTICLE 13 - PROFESSIONAL COMPENSATION

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

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

13 C. Higher initial placement on the salary schedule shall be at the discretion of the
14 Superintendent and the Board. Thereafter, teachers who have completed at least one
15 hundred (100) school days of service during the school year and whose performance is
16 satisfactory, shall be advanced on the appropriate salary schedule for the next school
17 year as follows: one (1) step in 2014-15 in salary and one (1) step in 2015-16 in step
18 number and salary.

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

D. The salary schedules are based upon a school year not exceeding 186 work days for teachers and COTAs, and 183 work days for nurses. Employees may accept additional compensation as determined by the Board for assignments in excess of the school year. The District will pay a minimum of \$30 per hour for the following: driver education, summer school, continuing education and assigned tutoring outside of school.

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

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

8

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

ARTICLE 14 - EXTRA-CURRICULAR

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

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

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

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

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

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

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

1	ARTICLE 15 – RETIREMENT BENEFIT PLAN
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3	A. Eligibility
4	The provisions in Article 15 do not apply to Nurses or COTAs. To be eligible for
5	the retirement benefit plan, a teacher must meet all of the following criteria:
6	(1) completed at least 15 years of service as a teacher in the Salem School
7	District;
8	(2) is at least 55 years of age;
9	(3) years of service as a teacher in the Salem School District plus age equals at
10	least 73; and
11	(4) actually retires under the New Hampshire Retirement System.
12	
13	Funding for this benefit shall be capped at ten teachers. If more than ten teachers
14	request this benefit, priority shall be determined by years of service, followed by age.
15	The estimated budget amount shall be the capped number of teachers multiplied by
16	the estimated average cost of all eligible teachers. The Board's intent is to provide the
17	funds. However, should the School District annual meeting fail to provide the
18	necessary funds for this benefit program, eligibility will be canceled.
19	
20	B. Notice of Intent
21	Notice of one's intention to retire under this article must be submitted in writing to
22	the Superintendent of Schools no later than October 1 of the last full year of full time
23	employment.
24	
25	C. Payment
26	1. The benefit payment shall be computed as follows:
27	2% times the number of years of service at the time of retirement, to a
28	maximum of 60%, times last salary. Such payment shall be paid by August
29	following the date of retirement.
30	2 A teacher may elect in his/her notice under Article 15(B) to have the School

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District deduct from the payment under Article 15(C)(1) a specified amount

that the School District will pay in a lump sum to the insurer toward the

teacher's post- retirement health insurance premiums if the teacher continues

to participate in the School District's health insurance under Article 15(F). The specified amount for deduction may equal up to 12 months of the retired teacher's health insurance premiums under Article 15(F). The School District will pay the lump sum to the insurer within 120 days after the teacher's retirement.

D. Definitions

- 1. Year = For purposes of this article only, the year is the contract year beginning September 1 and ending August 31.
- 2. Age = Actual age in years as of August 31st of the last full contract year during which the teacher was employed full-time by the District. EXAMPLE: A teacher whose 58th birthday is on August 31 of the last full contract year during which the teacher was employed full-time by the District, is eligible for the incentive.
 - 3. Years of service is based on number of contracts executed for active teaching assignments (as defined in Article I, Recognition), or for administrator assignments.
 - 4. Last salary shall mean the amount earned in the last full contract year of Salem employment. This is the annual salary as defined under the New Hampshire Teacher's Retirement System. Annual salary means the amount paid for services specified in the contract which involve a teaching, administrative, or supervisory function. It does not include amounts paid for extra duty assignments, unused sick leave, unused vacation or terminal pay.

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

- 29 F. Insurance Benefits
- Each retired employee may continue to participate in the same health insurance benefits that the District offers to active employees in Article 12 of this and

subsequent agreements. Said insurance will be provided at the employee's expense contingent on the carrier's approval.

G. Substitute Opportunities

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

H. During a contract year in which the number of teachers accessing the retirement benefit plan is more than one below the appropriated cap under Article 15(A), funds for summer academies that are developed and directed by the Superintendent or his/her designee will be increased by the equivalent of the estimated average cost that is budgeted for one retiring teacher under Article 15(A).

ARTICLE 16 - BOARD RIGHTS

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

6

- 7 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.

9

- 10 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.

13

- 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.

17

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

21

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

26

- 27 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
- 29 process a grievance or complaint.

- 31 H. The Association shall be entitled to a maximum of nine (9) days with pay for the
- 32 purpose of official delegates or alternates to attend the N.E.A.-N.H. Assembly of

1 Delegates meeting. The requests will be forwarded to the Superintendent for

2 approval.

3

5

4 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

6 agreement.

7

8 J. Copies of this agreement between the Salem School District and the Salem

9 Education Association shall be reproduced within thirty (30) days after the agreement

is signed and a copy presented to all teachers now employed or hereafter employed by

11 the Board.

12

13 K. Whenever representatives of the Association bargaining team, not to exceed five

14 (5) members, participate during working hours in negotiation proceedings, they shall

suffer no loss in pay.

16

17 L. The school calendar for each school year shall be developed by the Board during

the previous school year. Calendars to be considered by the Board shall be distributed

19 to teachers and to the Association president for consideration and feedback at least ten

20 (10) days prior to Board action.

ARTICLE 18 - TEACHER RIGHTS

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- A. Teacher rights under any State or Federal law shall not be abridged by the Board or by the Association.
- 5 B. In recognition of these rights, teachers shall act as responsible professionals,
- 6 consistent with the commitment expressed by teachers to serve in a dedicated manner
- 7 the best interests of children in the Salem School District.
- 8 C. The Board and the Association agree that the individual teacher shall have the
- 9 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.

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ARTICLE 19 – NURSE DISCIPLINARY PROCEDURE

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

8

- 9 <u>STEP 1</u>: For minor offenses, the employee may be given a verbal warning. If the
- situation is not improved within a reasonable length of time, the second step is
- 11 taken.
- 12 <u>STEP 2</u>: For a serious offense, a written warning is given to the employee and placed
- in the personnel file. The employee will be allowed to respond in writing to any
- written warning and this response will be placed in the personnel file with the
- warning.
- 16 STEP 3: A second written warning may be cause for suspension from work without
- pay. Should a suspension occur, the employee shall be entitled to an appeal to the
- Superintendent of Schools and a member of the Association may attend if
- requested by the employee.
- 20 STEP 4: A third written warning is cause for immediate suspension without pay
- and/or discharge from employment. Any employee so suspended or discharged
- will be entitled to an appeal to the School Board with representation of their own
- choice.
- It is not considered necessary to proceed through the entire four steps or essential
- 25 to start with the first step, depending upon the seriousness of the offense. At all
- times, discipline should be commensurate with the offense committed. All written
- 27 records are to be part of the employee's cumulative record.

28

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

- 1 C. An employee may be suspended or discharged for one or more of the following reasons:
- 3 1. Inefficiency or incompetence;
- 2. Failure to observe rules and regulations established by the School Board and/or the administration;
 - 3. Moral misconduct;
 - 4. Or other due and sufficient cause.

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

ARTICLE 20 – SEVERABILITY AND SAVINGS CLAUSE

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, 2014. All the provisions of this Agreement shall continue and remain in full force and effect as binding on the parties until June 30, 2016. Cost items for all the years of the Agreement will be submitted for approval at the 2014 Annual School District Meeting (i.e., the Agreement will be Sanbornized).

The Board may reopen negotiations on health insurance and salaries if the Board deems it desirable to do so to avoid penalties under the Affordable Care Act.

AGREED: May 20, 2014

2014-2016 Collective Bargaining Agreement

For the Salem Education Association

For the Salem School Board

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.

ADDENDIV D. EVIDA CUDDICUI AD ACTIVITIES	2014-16			
APPENDIX B - EXTRA CURRICULAR ACTIVITIES		2014-16		
SALEM HIGH SCHOOL	IV	\$2.044		
Baseball Baseball	J.V.	\$2,811		
	Varsity	\$4,945		
Basketball Parkethall	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		
<u> </u>	•			

SALEM HIGH SCHOOL ACTIVITIES		
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
Key Club		\$1,963
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
WOODBURY SCHOOL		CO 244
Baseball	Familia	\$2,311
Basketball Parkethall	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
National Jr. Honor Society		\$653
Soccer	Female	\$2,311
Soccer	Male	\$2,311
Softball		\$2,311

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; an additional \$150 after nine years' experience, and an additional \$150 after fifteen (15) years of experience.

Student Council

Yearbook Advisor

Track

Track

Female

Male

\$1,352

\$2,311

\$2,311

\$1,352

Appendix C Salary Schedule Teachers – 2014-2015

Appoint & Galary Confederation Capital 2014						
Step	В	B+15	B+30	M	M+15	M+30
1	36,466	37,961	39,515	41,137	42,822	44,576
2	38,607	40,190	41,836	43,552	45,338	47,195
3	40,750	42,420	44,158	45,968	47,852	49,816
4	42,893	44,651	46,478	48,386	50,368	52,434
5	45,032	46,878	48,801	50,802	52,884	55,052
6	47,175	49,109	51,120	53,219	55,399	57,672
7	49,316	51,339	53,443	55,634	57,915	60,290
8	51,457	53,568	55,762	58,052	60,430	62,909
9	53,600	55,797	58,086	60,467	62,945	65,528
10	55,741	58,028	60,407	62,883	65,461	68,148
11	57,833	60,257	62,729	65,299	67,976	70,765
12	60,025	62,486	65,048	67,715	70,491	73,381
13	62,167	64,716	67,369	70,131	73,007	76,000

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

Appendix C Salary Schedule Teachers – 2015-2016

Step	В	B+15	B+30	M	M+15	M+30
1	36,831	38,341	39,910	41,548	43,250	45,022
2	38,993	40,592	42,254	43,988	45,791	47,667
3	41,158	42,844	44,600	46,428	48,331	50,314
4	43,322	45,098	46,943	48,870	50,872	52,958
5	45,482	47,347	49,289	51,310	53,413	55,603
6	47,647	49,600	51,631	53,751	55,953	58,249
7	49,809	51,852	53,977	56,190	58,494	60,893
8	51,972	54,104	56,320	58,633	61,034	63,538
9	54,136	56,355	58,667	61,072	63,574	66,183
10	56,298	58,608	61,011	63,512	66,116	68,829
11	58,462	60,860	63,356	65,952	68,656	71,473
12	60,625	63,111	65,698	68,392	71,196	74,115
13	62,789	65,363	68,043	70,833	73,737	76,760

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

Appendix C Salary Schedule Nurses – 2014-2015

Step	LPN	RN/COTA	BSN
1	29,173	32,820	34,642
2	30,886	34,746	36,677
3	32,600	36,675	38,716
4	34,314	38,603	40,748
5	36,025	40,529	42,780
6	37,740	42,458	44,817
7	39,453	44,384	46,851
8	41,166	46,312	48,885
9	42,880	48,240	50,919
10	44,592	50,167	52,953
11	46,306	52,094	54,989
12	48,020	54,022	57,020
13	49,734	55,951	59,056

Longevity: \$400 after 14 years

\$500 after 20 years

Longevity will be paid in the final June paycheck

Appendix C Salary Schedule Nurses – 2015-2016

Step	LPN	RN/COTA	BSN
1	29,465	33,148	34,988
2	31,195	35,093	37,044
3	32,926	37,042	39,103
4	34,657	38,989	41,155
5	36,385	40,934	43,208
6	38,117	42,883	45,265
7	39,848	44,828	47,320
8	41,578	46,775	49,374
9	43,309	48,722	51,428
10	45,038	50,669	53,483
11	46,769	52,615	55,539
12	48,500	54,562	57,590
13	50,231	56,510	59,647

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 Level 1B)

Grievance # Step	o#
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	red:
(Signature- Association Representative presentative prese	ent) (Signature – Grievant)
Disposition by: Principal Human	Resource Manager Superintendent
Date answered:	
	(Principal/Human Res. Mgr./Superintendent
Grievance settled on the basis of Principal's/	Human Resource Manager's/Superintendent's answer.
	Grievant: