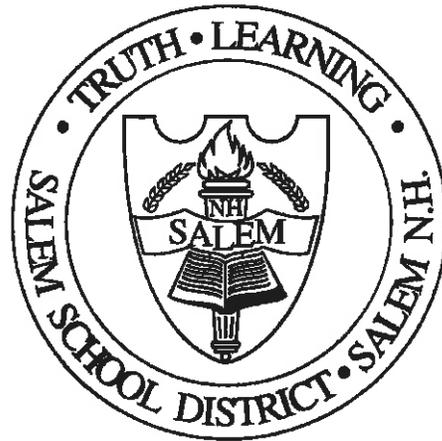


Agreement Between

SALEM SCHOOL BOARD

And The

**SALEM EDUCATION
ASSOCIATION**



2016-2018

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**SALEM SCHOOL DISTRICT
PROFESSIONAL AGREEMENT**

AGREEMENT made this March 29, 2016 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 The term "part-time teacher" as used in this agreement shall mean a professional
2 employee of the Salem School District whose position requires certification by the
3 State Board of Education as a Professional and whose part-time employment
4 represents fifty percent (50%) or more of any regular full time regular assignment at
5 any school, district, or grade level. All benefits within the master agreement shall be
6 pro-rated for regular part-time teachers in accordance with their daily assignment.

7

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

17

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 1(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.

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1 **ARTICLE 4 - WORKING DAY**

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Section 1: Teacher

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

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.

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 meeting with a teacher, the principal shall set a time.
3. Professional staff meetings may be called with advance notice of at least two (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, 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-

1 wide initiatives to improve student achievement. Such work sessions will not be
2 required for nurses, COTAs and CSTAs. Teachers will be given at least 48 hours
3 notice if they are expected to bring material to a work session. Each year teachers
4 will receive one CEU of professional development credit in the appropriate
5 category for each hour of these work sessions that they attend.

6

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

10

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

20

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

29

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

32

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.

6

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.

10

11 Section 2: Nurse

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

16

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

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

26

1

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

3

4 **Section 1: Teacher**

5

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

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

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

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

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

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

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

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

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

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

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

30 2. In the formative years one and/or two of the evaluation process, if the teacher
31 serves as an appointed committee chairperson, the Superintendent or his/her

1 designee may approve the committee work as the teacher’s professional goal
2 for that year.

3 3. By October 15 of summative year three, the teacher will complete *Standards*
4 *for Effective Teaching Self-Assessment Worksheet* and meet with the
5 supervisor for the initial summative conference. During this summative
6 conference the teacher and the supervisor will discuss the self-assessment
7 worksheet, determine the format for observations, either formal or informal,
8 and review guidelines for the Portfolio. The teacher and the supervisor will
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
11 will complete the observation(s). Between March 15 and June 1 the
12 supervisor and teacher will meet for the final summative year conference.
13 Within one month of the final conference, but no later than June 15, the
14 supervisor will provide the *Summative Evaluation*. Within five days of receipt
15 the teacher will return the Summative Evaluation with or without comments.
16 A copy of the signed summative evaluation will be placed in the teacher’s
17 personnel file.

18 E. Complaints concerning a teacher’s classroom performance, and which are to be
19 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.

24

25 Section 2: Nurse

26

27 A. All employees shall receive a formal evaluation report at least once each year.
28 The evaluation(s) shall be completed by March 1st of the school year. All monitoring
29 and/or observation of the work performed by the employee shall be conducted openly
30 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

1 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;
12 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
16 once every two years, an employee shall have the right to indicate those documents
17 and/or other materials in their file which they believe to be obsolete or otherwise
18 inappropriate to retain. However, retention is a managerial responsibility and no item
19 will be removed without the Superintendent or a designee's approval. No documents
20 and/or other material shall be placed in the personnel file of an employee after
21 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
25 opportunity to review the material. The employee shall acknowledge that they had
26 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
28 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.

31

32

1 Section 3: Other – Student Service Specialists

2

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

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

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

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

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

- 1 signature merely signifies the material has been read and is to be filed. Such
2 signature does not necessarily indicate agreement with the content nor shall
3 any refusal to sign prevent such material from being placed into and remaining
4 in the file. No evaluatee shall be required to sign a blank or incomplete
5 appraisal form.
- 6 2. After any performance appraisal a conference will be held to discuss the report
7 with the evaluatee involved within five (5) school days following the receipt
8 of the report.
- 9 3. The supervisor, following a conference with the evaluatee, shall give direct
10 written recommendations to correct noted deficiencies observed within five (5)
11 school days. The written recommendations will be made part of the
12 evaluatee's personnel file. The observation report and with written
13 recommendations will be sent to the central office for filing in the evaluatee's
14 personnel file within two (2) school days after the final report.
- 15 4. In the event that the evaluatee 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 their personnel file.
- 18 D. Licensed or certificated staff with three (3) or more consecutive years in the Salem
19 School District will be appraised as outlined in Article 5 sections D-F.
20

1 **ARTICLE 6 - REDUCTION IN FORCE**

2
3 **A. In the event the Salem School Board decides it is necessary to reduce the number**
4 **of teachers due to reasons of economy, declining enrollment, program elimination or**
5 **reduction, or the consolidation or elimination of positions or programs, such**
6 **reductions 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,**
8 **the Superintendent of Schools shall notify the teachers in the specific classifications**
9 **within which 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 **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 u. Certified Speech Therapy Assistant

7

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

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

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

24 F. Teachers who have been terminated from a classification because of reduction in
25 force shall be called back to the classification in reverse order of their termination, if
26 certified and qualified for the opening. Recall rights will be limited to a minimum of
27 15 months or September 1st of the calendar year following the year of termination,
28 whichever is greater. Teachers being recalled shall retain all previously earned seniority
29 and accrued leave. If the teacher has been compensated as indicated in Article 8.C then
30 no 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.

33

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
17 **B. Personal Injury**

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

28
29 **C. Teacher Terminal Leave**

30 After fifteen (15) years of service within the district and upon retirement or death,
31 the teacher or the heir(s) will receive 75% of accumulated sick leave at the
32 individual's per diem rate to the maximum of \$5,000; however, for a teacher who had

1 accumulated the maximum 130 days of sick leave at the time of retirement or death,
2 the maximum shall be \$5500.

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

8

9 D. Sick Bank

10

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

15

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

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

24 Employees with more than five years of service in the District may access the sick bank
25 after having exhausted all sick leave under Article 8(A) and all personal leave under
26 Article 9(1)(A).

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

1 use the bank until the next annual enrollment opportunity is provided and the required
2 contribution is made.

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

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

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

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

31 7. This section of the article shall not be grievable.

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E. Attendance Stipend

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

<u>Teacher/COTA/CSTA</u>	<u>Nurse</u>
Present 186 days - \$500	Present 183 days - \$500
Present 185 days - \$400	Present 182 days - \$400
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.

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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.

2. Compensation and Benefits

Parenting leave shall be without pay. However, when a teacher is disabled 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 during parenting leave, the School District shall contribute to the teacher’s insurance in accordance with Article 12 only for the time (if any) that the teacher takes paid sick leave under Article 8 or for the first 90 days of parenting leave, whichever is longer. 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.

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

1 qualified upon return from parenting leave. At least 20 days prior to
2 the termination of parenting leave, the teacher must notify the
3 superintendent that he or she wishes to return. In cases where the
4 teacher was disabled, a physician's statement attesting to the teacher's
5 ability to resume full responsibilities must be filed with the
6 superintendent. The teacher's failure to return to school at the end of
7 the leave shall be deemed to be a resignation, and the School District's
8 obligation to provide a position to the teacher will cease.

9
10 D. Professional Leave

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

14
15 E. Military Leave

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

22
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
29 G. Other Leave

30 Other requests for leaves of absence may be granted with pay or without pay
31 by the Board. For all absences other than those specifically authorized by the
32 Superintendent or for which provision is made in Articles 7 or 8, a deduction will be

1 made for each day of absence at the rate of one-one hundred eighty-sixth (1/186) of
2 the teacher's salary. Under no circumstances should any teacher be absent from
3 school without the advance knowledge of the building principal's office.

4

5 H. Leaves and Non-Renewal

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

9

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
6 course 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
14 Superintendent as required in section A above, with a grade of "C" or better and
15 submission of a transcript or signed official grade report and verification of tuition
16 payment to the Office of the Superintendent, a teacher becomes eligible for
17 reimbursement.

18 C. Payment of course reimbursement is for tuition and registration fee only.
19 An individual is entitled to reimbursement not to exceed the New Hampshire resident
20 UNH graduate level dollar amount plus registration fee of \$15. Teachers shall receive
21 a first reimbursement request until funds are exhausted. After all first request have
22 been met, and as long as funds remain, disbursements for second requests shall be
23 made, and thereafter additional requests until no funds remain. The School District
24 shall establish an annual fund for course reimbursement of \$100,200.

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

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

31

32

1 Section 2 Teacher Workshop Reimbursement

2

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

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

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

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

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

7

8 Section 3: Nurse Reimbursement:

9

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

1 course, or receiving a certification indicating satisfactory completion of the
2 Course. The total pool (total amount of reimbursements available) for all
3 nurses shall not exceed two thousand eight hundred dollars (\$2,800) per
4 school year. If any funds remain unexpended at May 1st, nurses who did
5 not receive full reimbursement for coursework may apply for additional
6 reimbursement.
7

1 **ARTICLE 12 - INSURANCE PROTECTION**

2
3 **A. Health Insurance**

4 1. The Board shall offer employees a variety of health plans, including, but not
5 limited to the following: the insurance plans currently known as BC3T20,
6 AB20, and ABSOS20/40/1KDED. Also, the Board shall offer the insurance
7 plans currently known as BCNE20 and BC2T20 only to employees who were
8 enrolled in those plans during the 2015-16 school year. Prescription coverage
9 for all plans shall be RX10/20/45. These offerings will be subject to the
10 insurance carrier's permission.

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

15 2016-17

16 Single Plan:	\$7,483.12
17 Two Person:	\$14,963.73
18 Family Plan:	\$20,209.63

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

25
26 3. In addition, starting January 1, 2018, an adjustment for high cost plan shall be
27 subtracted from the District's share of the cost under paragraph 2, and shall be added
28 to the employee's share of the cost under paragraph 2. The adjustment for a high cost
29 plan shall equal 40% of the excess of the plan's cost over \$850 per month (\$10,200
30 per year) for single coverage or over \$2291.66 per month (\$27,500) for two-person or
31 family coverage. The plan's cost for purposes of this adjustment equals the aggregate

1 premium, plus any contributions to an FSA, plus any District contributions to
2 deductibles.¹

3 B. Dental Insurance

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

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

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

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

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

17 G. The Board agrees to provide thirty thousand (\$30,000) dollars life insurance
18 for those teachers and nurses in active service during each year of the contract.

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

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

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

27 ¹ Example: Assume the annual premium for the selected plan with family coverage is \$29,000, the
28 District's capped maximum under paragraph 2 is \$24,000. And FSA contributions are \$1000. The
29 annual plan's cost under paragraph 3 is \$30,000 (29,000 + \$1000). The annual adjustment under
30 paragraph 3 will be \$1000 (40% x [\$30,000 - \$27,500]). For the annual premiums of \$29,000, The
31 District will pay \$23,000 (\$24,000 - \$1000), and the employee will pay \$6000 (%5000 + \$1000).

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

4 L. Insurance Buyout

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

14

1

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

6

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

10

11

1 the Board as follows: fall activities in May, winter activities in September, and spring
2 activities in November.

3

4 An individual with an unfavorable performance evaluation report shall be given
5 direct written recommendations for improvement and have one activity season to
6 correct noted deficiencies. Upon a second unfavorable performance evaluation, an
7 individual will be subject to the recommendation of the principal and all candidates
8 for the position can be considered.

9

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

12

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

16

1 C. Payment

- 2 1. The benefit payment shall be computed as follows:
3 2% times the number of years of service at the time of retirement, to a
4 maximum of 60%, times last salary. Such payment shall be paid by August
5 following the date of retirement.
- 6 2 A teacher may elect in his/her notice under Article 15(B) to have the School
7 District deduct from the payment under Article 15(C)(1) a specified amount
8 that the School District will pay in a lump sum to the insurer toward the
9 teacher's post- retirement health insurance premiums if the teacher continues
10 to participate in the School District's health insurance under Article 15(F).
11 The specified amount for deduction may equal up to 12 months of the retired
12 teacher's health insurance premiums under Article 15(F). The School District
13 will pay the lump sum to the insurer within 120 days after the teacher's
14 retirement.

15

16 D. Definitions

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

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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.

F. Insurance Benefits

1. For only those teachers who retire under this Article in June 2017 or June 2018, the District will pay 20% of the premium for the retired teacher to continue to participate in the same health insurance benefits that the District offers to active employees in Article 12. The District will pay said portion of the retired teacher's insurance premium for 36 months, or until the teacher is eligible for Medicare, whichever comes first; thereafter, said insurance will be provided at the employee's expense contingent on the carrier's approval. This provision expires on June 29, 2018, and is not intended to be part of any collective bargaining agreement or status quo obligation after that date.

2. For teachers who retire at times other than June 2017 and June 2018, each retired employee may continue to participate in the same health insurance benefits the District offers to active employees in Article 12. Said insurance will be provided at the employee's expense contingent on the carrier's approval.

3. In addition, starting January 1, 2018, an adjustment for high cost plan shall be subtracted from the District's share of the cost under paragraph 1 and shall be added to the retiree's share of the cost under paragraph 1 or 2. The adjustment for high cost plan shall equal 40% of the excess of the plan's cost over \$987.50 per month (\$11,850 per year) for single coverage or over \$2579.16 per month (\$30,950 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment equals the aggregate premium, plus any contributions to deductibles.

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

1 for summer academies that are developed and directed by the Superintendent or
2 his/her designee will be increased by the equivalent of the estimated average cost that
3 is budgeted for one retiring teacher under Article 15(A).

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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.

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

3

4 I. Any individual contract between the Board and an individual teacher heretofore,
5 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
10 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
15 suffer no loss in pay.

16

17 L. The school calendar for each school year shall be developed by the Board during
18 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.

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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.

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 C. An employee may be suspended or discharged for one or more of the following
2 reasons:
- 3 1. Inefficiency or incompetence;
 - 4 2. Failure to observe rules and regulations established by the School Board
5 and/or the administration;
 - 6 3. Moral misconduct;
 - 7 4. Or other due and sufficient cause.
- 8
- 9 D. In the event an employee is requested or directed to attend a meeting at which
10 discipline may be discussed or imposed, the employee will be so advised. In
11 addition, the employee is entitled to Association representation at such
12 meeting. The immediate issuance of a verbal warning or directive by a
13 supervisor shall not be considered a meeting for the purpose of this section.
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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 shall be effective as of July 1, 2016. All the provisions of this Agreement shall continue and remain in full force and effect as binding on the parties until June 30, 2018. Cost items for all the years of the Agreement will be submitted for approval at the 2016 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: March 29, 2016	2016-2018 Collective Bargaining Agreement
For the Salem Education Association	For the Salem School Board

By: Justin Halden

By: Paul R. Berry

By: R. N.

By: Peter G. ...

By: Lauren Cauny

By: Bill

By: Erin Ciaccio

By: Mehul D. ...

By: Michelle Chole

By: Patricia ...

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**2016-18****SALEM HIGH SCHOOL**

Baseball	J.V.	\$2,853
Baseball	Varsity	\$5,019
Basketball	Freshman (F)	\$3,105
Basketball	Freshman (M)	\$3,105
Basketball	J.V. (F)	\$3,718
Basketball	J.V. (M)	\$3,718
Basketball	Varsity (F)	\$5,596
Basketball	Varsity (M)	\$5,596
Cheerleading-fall	J.V.	\$2,635
Cheerleading-fall	Varsity	\$4,116
Cheerleading-winter	J.V.	\$2,635
Cheerleading-winter	Varsity	\$4,116
Cross Country	Assistant (M & F)	\$2,346
Cross Country	Female	\$4,116
Cross Country	Male	\$4,116
Field Hockey	Frosh	\$2,381
Field Hockey	J.V.	\$2,635
Field Hockey	Varsity	\$4,116
Football	Assistant	\$4,260
Football	Freshman	\$3,537
Football	J.V.	\$4,260
Football	Varsity	\$8,050
Golf	Coach	\$4,116
Gymnastics	Assistant (M&F)	\$2,851
Gymnastics	Female	\$4,658
Gymnastics	Male	\$4,658
Ice Hockey	J.V.	\$2,851
Ice Hockey	Varsity	\$4,658
Soccer	Frosh (F)	\$2,381
Soccer	Frosh (M)	\$2,381
Soccer	J.V. (F)	\$2,635
Soccer	J.V. (M)	\$2,635
Soccer	Varsity (F)	\$4,116
Soccer	Varsity (M)	\$4,116
Softball	J.V.	\$2,853
Softball	Varsity	\$5,019
Swimming	Assistant	\$2,734
Swimming	Coach	\$4,361
Tennis	Female	\$4,658
Tennis	Male	\$4,658
Track-Spring	Assistant (F)	\$2,851
Track-Spring	Assistant (M&F)	\$2,851
Track-Spring	Assistant (M)	\$2,851
Track-Spring	Varsity (F)	\$4,260
Track-Spring	Varsity (M)	\$4,260
Track-winter	Assistant (F)	\$2,851
Track-winter	Assistant (M)	\$2,851
Track-winter	Female	\$4,658
Track-winter	Male	\$4,658
Volley Ball	J.V. (F)	\$2,851
Volley Ball	J.V. (M)	\$2,851
Volley Ball	Varsity (F)	\$4,658
Volley Ball	Varsity (M)	\$4,658
Wrestling	Assistant	\$2,851
Wrestling	Varsity	\$4,658

SALEM HIGH SCHOOL ACTIVITIES

Class Advisors	Freshman	\$708
Class Advisors	Junior	\$996
Class Advisors	Senior	\$2,060
Class Advisors	Sophomore	\$708
Color Guard Inst.		\$4,242
Dance Instructor		\$815
Debate		\$2,828
DECA Advisor		\$1,992
FBLA Advisor		\$1,992
FCCLA Advisor		\$1,992
HOSA Advisor		\$1,992
Marching Band	Asst. Director	\$3,683
Marching Band	Director	\$4,802
Marching Choreog/Music Arranger		\$3,575
Math Team		\$1,357
Natl. Honor Society Advisor		\$663
Key Club		\$1,992
School Paper		\$1,357
School Play		\$2,828
Student Council		\$2,060
AYES Auto Advisor		\$1,992
VICA Advisor		\$1,992
Video Yearbook Advisor		\$1,992
Yearbook		\$2,828
Yearbook Asst.		\$1,280

WOODBURY SCHOOL

Baseball		\$2,346
Basketball	Female	\$2,564
Basketball	Male	\$2,564
Cheerleading		\$1,431
Cross Country	Female	\$2,346
Cross Country	Male	\$2,346
Field Hockey		\$2,346
Jazz Band		\$1,209
Class S Basketball		\$1,647
National Jr. Honor Society		\$663
Soccer	Female	\$2,346
Soccer	Male	\$2,346
Softball		\$2,346
Student Council		\$1,372
Track	Female	\$2,346
Track	Male	\$2,346
Yearbook Advisor		\$1,372

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.

Appendix C Salary Schedule Teachers – 2016-2017

Step	B	B+15	B+30	M	M+15	M+30
1	37,457	38,993	40,588	42,254	43,985	45,787
2	39,656	41,282	42,972	44,736	46,569	48,477
3	41,858	43,572	45,358	47,217	49,153	51,169
4	44,058	45,865	47,741	49,701	51,737	53,858
5	46,255	48,152	50,127	52,182	54,321	56,548
6	48,457	50,443	52,509	54,665	56,904	59,239
7	50,656	52,733	54,895	57,145	59,488	61,928
8	52,856	55,024	57,277	59,630	62,072	64,618
9	55,056	57,313	59,664	62,110	64,655	67,308
10	57,255	59,604	62,048	64,592	67,240	69,999
11	59,456	61,895	64,433	67,073	69,823	72,688
12	61,656	64,184	66,815	69,555	72,406	75,375
13	63,856	66,474	69,200	72,037	74,991	78,065

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

Appendix C Salary Schedule Teachers – 2017-2018

Step	B	B+15	B+30	M	M+15	M+30
1	38,094	39,656	41,278	42,973	44,733	46,566
2	40,330	41,984	43,703	45,496	47,361	49,301
3	42,569	44,313	46,129	48,020	49,988	52,039
4	44,807	46,644	48,553	50,546	52,616	54,774
5	47,042	48,970	50,979	53,069	55,244	57,510
6	49,281	51,301	53,401	55,594	57,872	60,246
7	51,517	53,630	55,828	58,117	60,500	62,981
8	53,754	55,959	58,251	60,643	63,127	65,717
9	55,992	58,287	60,679	63,166	65,754	68,452
10	58,228	60,618	63,103	65,690	68,383	71,189
11	60,467	62,947	65,528	68,213	71,010	73,924
12	62,704	65,275	67,951	70,737	73,637	76,656
13	64,942	67,604	70,376	73,262	76,265	79,392

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

Appendix C Salary Schedule Nurses – 2016-2017

Step	LPN	RN/COTA/CSTA	BSN
1	29,966	33,712	35,583
2	31,725	35,690	37,674
3	33,486	37,672	39,768
4	35,246	39,652	41,855
5	37,004	41,630	43,943
6	38,765	43,612	46,035
7	40,525	45,590	48,124
8	42,285	47,570	50,213
9	44,045	49,550	52,302
10	45,804	51,530	54,392
11	47,564	53,509	56,483
12	49,325	55,490	58,569
13	51,085	57,471	60,661

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

Longevity will be paid in the final June paycheck

Appendix C Salary Schedule Nurses – 2017-2018

Step	LPN	RN/COTA/CSTA	BSN
1	30,475	34,285	36,188
2	32,265	36,296	38,314
3	34,055	38,312	40,444
4	35,845	40,326	42,566
5	37,633	42,338	44,690
6	39,424	44,353	46,817
7	41,214	46,365	48,943
8	43,004	48,379	51,067
9	44,794	50,393	53,191
10	46,582	52,406	55,317
11	48,373	54,419	57,443
12	50,163	56,433	59,565
13	51,953	58,448	61,692

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 # _____

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: 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: _____

SIDEBAR MEMORANDUM OF AGREEMENT

The Salem School Board and the Salem Education Association agree to the following:

In Article 12 Insurance Protection, section A Health Insurance, subsection 3, replace January 1, 2018 with January 1, 2020, due to a delay in the Affordable Care Act Cadillac Tax implementation.


For the Board


For the Association

