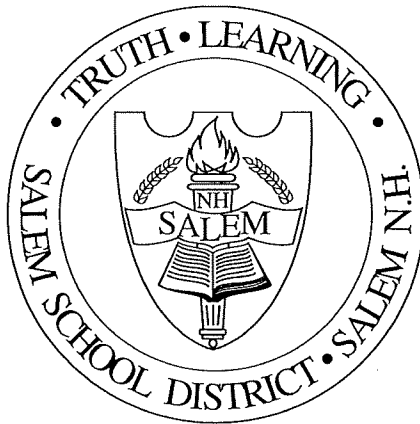


Agreement Between  
SALEM SCHOOL BOARD  
And The  
SALEM EDUCATION  
ASSOCIATION



**2022-2025**

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**SALEM SCHOOL DISTRICT  
PROFESSIONAL AGREEMENT**

AGREEMENT made this April 12, 2022 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 employed by the State Board of Education, are excluded from the negotiation unit and  
2 from this definition of teacher.

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

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

9 3. Level Three - Board

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

22 4. Level Four - Arbitration

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



- 1 immediately after the receipt of the request, submit a list of qualified  
2 arbitrators for selection by the parties, in accordance with rules and  
3 procedures prescribed by it for making such designation.
- 4 b) Neither the Board nor the Association will be permitted to assert any  
5 ground or evidence before the arbitrator which was not previously  
6 disclosed to the other party. The arbitrator's decision shall be binding.
- 7 c) The Board, the grievant, and the Association shall receive copies of the  
8 arbitrator's report. This shall be accomplished within thirty (30)  
9 calendar days of the completion of the arbitrator's meeting.
- 10 d) The Board and the Association recognize this agreement as a legal  
11 document and to that extent may utilize the courts to enforce such  
12 document.
- 13 e) The fees and expenses of the arbitrator will be shared by the Board and  
14 the Association equally.

15 C. Rights of Teachers to Representation

- 16 1. A grievant may be represented at all stages of the grievance procedure by  
17 themselves, or after level (a), at their option, may also have a representative of  
18 the Association present to represent them.
- 19 2. When a teacher is not represented by the Association in the processing of a  
20 grievance, the Association shall at the time of submission of the written  
21 grievance to the principal, at level (b) or any higher level, be notified by the  
22 principal in writing of all hearing sessions held at level (b) and beyond  
23 concerning such grievance and shall receive a copy of all decisions rendered.  
24 The Association shall have the right to be present and to present its position in  
25 writing at all hearing sessions held at level (b) and beyond.
- 26 3. The Board and the Association shall assure that the parties in interest and  
27 witnesses are guaranteed freedom from restraint, interference, coercion,  
28 discrimination or reprisal with respect to the processing of a grievance.
- 29

1 **ARTICLE 4 - WORKING DAY**

2  
3 Section 1: Teacher

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

8  
9 B. Teachers must be present at an assigned teaching station fifteen (15) minutes prior  
10 to the opening of school. Teachers are to remain in school for fifteen (15) minutes after  
11 the end of the last class period, except on days preceding holidays, vacation, and on  
12 Fridays teachers are to remain in school five (5) minutes after the end of the last class  
13 period. Permission for early departure may be granted by the building principal.

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

16 1. Individual instruction or counseling.

17 2. Parent conferences by mutual agreement between parent, teacher, and principal.

18 In the event a parent reports two unsuccessful attempts to schedule a meeting with  
19 a teacher, the principal shall set a time.

20 3. Professional staff meetings may be called with advance notice of at least two  
21 (2) school days and with the agenda announced at least one (1) school day prior to  
22 the meeting date. The building meetings will not exceed one hour in duration, time  
23 to begin from the formal convening of the meeting by the principal or a designee.  
24 In an emergency, the time consideration may be waived with the understanding due  
25 consideration will be given to unusual circumstances that may cause a teacher to  
26 request absence from the meeting.

27 4. Assigned duties such as bus duty and detention.

28 5. A mandate of the State Board of Education.

29 6. Effective July 1, 2014, up to eight 60-minute work sessions per school year, with  
30 no more than one such work session scheduled during the same month. Such work  
31 sessions will be for activities that the administration schedules for District-wide  
32 initiatives to improve student achievement. Such work sessions will not be required

1 for nurses, COTAs and CSTAs. Teachers will be given at least 48 hours notice if  
2 they are expected to bring material to a work session. Each year teachers will  
3 receive one CEU of professional development credit in the appropriate category for  
4 each hour of these work sessions that they attend.

5  
6 D. Teachers may request approval of the building principal to leave the building during  
7 their unscheduled time, provided they notify the principal's office prior to their leaving  
8 and upon their return. Such approval shall not be unreasonably withheld.

9  
10 E. The daily teaching load for all high school teachers is three (3) periods of student  
11 contact time in a four (4) period day, or six (6) periods of contact time in an eight (8)  
12 period day. (Notwithstanding any other provision in this agreement, advisory is not a  
13 period and is not contact time.<sup>1</sup>) Contact time is defined as the time a teacher is assigned  
14 to teach or supervise students. Without consent, no teachers shall be assigned to teach  
15 more than six (6) class periods per day in an eight (8) period day. By request of the  
16 building administrator, and agreement of the teacher, the teacher may teach an  
17 additional period. The compensation for this additional period shall be pro-rated from  
18 the teacher's per diem rate.

19  
20 F. Each teacher at the high school and the Woodbury School shall be assigned a  
21 minimum of one (1) preparation period while students are in school, per day, excluding  
22 lunch periods. Each regular classroom elementary teacher for grades K-5 will receive  
23 preparation time during their scheduled special (excluding lunch periods). Unless  
24 mutually agreed upon, elementary preparation time may not be prescribed.

25  
26 G. No secondary teacher shall be assigned more than three (3) subject preparations  
27 without consent.

28  
29 H. The teacher workday shall include a daily uninterrupted lunch period of no less than  
30 twenty-five (25) minutes for high school teachers, thirty (30) minutes for Woodbury  
31 teachers, and forty-five (45) minutes for elementary teachers. It is understood the

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<sup>1</sup> Advisory cannot be more than thirty (30) minutes in length.

1 teacher lunch period in elementary schools includes eating time as well as the recess  
2 time that is part of the student lunch period.

3

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

7

#### 8 Section 2: Nurse

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

13

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

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

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**ARTICLE 5 - PROCEDURAL ASPECTS OF EVALUATION**

Section 1: Teacher

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 performance. Teachers with less than three (3) consecutive years in the Salem School District will be observed at least three (3) times per year. Also, teachers 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 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.

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

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 written  
10 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, they  
17 may put objections in writing and have them attached to the evaluation report  
18 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 goal  
26 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 for  
2           that year.

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

17          E. Complaints concerning a teacher’s classroom performance, and which are to be  
18          placed in the personnel file, shall be called to the teacher’s attention. Said teacher  
19          may respond in writing and that response will be reviewed and then be attached and  
20          filed with the complaint.

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

23

24          Section 2: Nurse

25

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

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

1 C. The completed evaluation report shall be signed by the evaluator and the employee  
2 and become a part of the personnel record. Signature of the employee signifies that the  
3 material has been read and is to be filed. It does not necessarily indicate agreement  
4 with the content, nor does the refusal to sign prevent the materials from being placed,  
5 and remaining in the file.

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

7 E. The evaluation conference is to be between the individual employee and the  
8 evaluator.

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

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

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

29

30

31 Section 3: Other – Student Service Specialists

32



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

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

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

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

26 1. An evaluatee shall be given a copy of any class visit or evaluation report  
27 prepared by the evaluator within five (5) school days after the observation.  
28 Evaluatees shall acknowledge that the evaluation was read by affixing their  
29 signature on the actual copy to be filed, with the understanding that such  
30 signature merely signifies the material has been read and is to be filed. Such  
31 signature does not necessarily indicate agreement with the content nor shall any  
32 refusal to sign prevent such material from being placed into and remaining in

- 1 the file. No evaluatee shall be required to sign a blank or incomplete appraisal  
2 form.
- 3 2. After any performance appraisal a conference will be held to discuss the report  
4 with the evaluatee involved within five (5) school days following the receipt of  
5 the report.
- 6 3. The supervisor, following a conference with the evaluatee, shall give direct  
7 written recommendations to correct noted deficiencies observed within five (5)  
8 school days. The written recommendations will be made part of the evaluatee's  
9 personnel file. The observation report and with written recommendations will  
10 be sent to the central office for filing in the evaluatee's personnel file within two  
11 (2) school days after the final report.
- 12 4. In the event that the evaluatee feels their appraisal was incomplete or unjust,  
13 they may put objections in writing and have them attached to the evaluation  
14 report to be placed in their personnel file.
- 15 D. Licensed or certificated staff with three (3) or more consecutive years in the Salem  
16 School District will be appraised as outlined in Article 5 sections D-F.  
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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 reductions  
6 in force will be made in accordance with the following:

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

11 Classifications are defined as follows:

- 12  
13 a. Grades K-2  
14 b. Grade 3-5  
15 c. Art K-5  
16 d. Reading Specialist K-5  
17 e. STEM Integrator K-5  
18 f. Grades 6-8  
19 Art; Music; Reading/Language Arts; Modern/World Language; Comp.  
20 Ed; Health and Wellness; Engineering and Design and STEM Integrator;  
21 Mathematics; Science; Social Studies; Special Educator; Physical  
22 Education; School Counselor; Reading Specialist; Math Specialist  
23 g. Grades 9-12  
24 Art; Music; Business Education; Reading/Language Arts; Modern/World  
25 Language (by certification; Spanish, French, German, Latin); Comp. Ed;  
26 FACS; Technology Education; Mathematics; Science (by certification;  
27 earth/space science, physics, chemistry, life science, physical science);  
28 Social Studies; Career & Technical Education (by program); Special  
29 Educator (by certification; special education, specific learning  
30 disabilities, emotional and behavioral disabilities, intellectual and  
31 developmental disabilities); Physical Education; School Counselor  
32 h. Music K-5  
33 i. Physical Education K-5  
34 j. Special Educator K-5  
35 k. Library Media Specialist K-12  
36 l. School Counselor K-5  
37 m. Home/School Counselor K-12  
38 n. Occupational Therapist  
39 o. COTA  
40 p. School Psychologist  
41 q. Board Certified Behavior Analyst/Behavior Specialist  
42 r. SAIF  
43 s. Vision Specialist

- 1 t. Nurse
- 2 u. Speech and Language Pathologist
- 3 v. Certified Speech Therapy Assistant
- 4 w. Pre-kindergarten

5

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

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

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

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

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

31





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

3 Regardless of experience, if a teacher contract is non-renewed because of a decline  
4 in enrollment, they shall be entitled to the termination pay under this provision on or  
5 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 members  
12 of the bargaining unit when incapacitated by sickness or injury that causes them to be  
13 unable to perform contractual obligations for five (5) contract days or more, subject to  
14 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 15<sup>th</sup> 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 use

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

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

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

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

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

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32



1 E. Attendance Stipend

2 1. The District will pay an attendance stipend in the following amount to  
3 each employee who qualifies and has accumulated fewer than 130 sick days at the start  
4 of the school year:

5

6 <u>Teacher/COTA/CSTA</u>	7 <u>Nurse</u>
8 Present 186 days - \$500	9 Present 184 days - \$500
10 Present 185 days - \$400	11 Present 183 days - \$400
12 Present 184 days - \$300	13 Present 182 days - \$300

14

15 The District will pay an attendance stipend in the following amount to each  
16 employee who qualifies and has accumulated 130 sick days at the start of the  
17 school year:

18

19 <u>Teacher/COTA/CSTA</u>	20 <u>Nurse</u>
21 Present 186 days - \$1000	22 Present 184 days - \$1000
23 Present 185 days - \$750	24 Present 183 days - \$750
25 Present 184 days - \$500	26 Present 182 days - \$500

27

28 2. Bereavement days are not counted toward year-end totals. Attendance stipends  
29 will be paid at the end of the school year, no later than June 30 of the current  
30 fiscal year.

31

32 3. Professional days, i.e. participation in approved workshops, conferences, or  
33 school visitations will not impact the unit member's eligibility for the  
34 attendance bonus.

35

36 4. One personal day used by the employee and approved by the Superintendent as  
37 a reasonable accommodation under Title VII of the 1994 Civil Rights Act for  
38 religious beliefs will not impact the unit member's eligibility for the attendance  
39 bonus.

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**ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE**

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

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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 the  
2 termination of parenting leave, the teacher must notify the  
3 superintendent that he or she wishes to return. In cases where the teacher  
4 was disabled, a physician's statement attesting to the teacher's ability to  
5 resume full responsibilities must be filed with the superintendent. The  
6 teacher's failure to return to school at the end of the leave shall be  
7 deemed to be a resignation, and the School District's obligation to  
8 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 cannot  
18 be fulfilled on days when school is not in session. In such cases, teachers will be paid  
19 the difference between their regular teacher's salary that would have been paid and their  
20 Reserve or National Guard pay received, for up to a maximum of four (4) weeks during  
21 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 by  
31 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 the  
2 teacher's salary. Under no circumstances should any teacher be absent from school  
3 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 and Nurse Course Reimbursement

4  
5           A. A teacher and nurse in active service with a valid teaching certificate who is  
6 seeking course reimbursement for graduate courses must have the prior written  
7 approval of the Superintendent. Teachers and nurses may be reimbursed only for  
8 courses offered through an accredited graduate program which the Superintendent  
9 determines are directly related to the employee's present job, or from which the District  
10 would derive a benefit. The teacher or nurse will complete an application form for  
11 course reimbursement. Each application shall be stamped with the date and time  
12 received and shall be used in 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 or nurse 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 and nurses  
21 shall receive a first reimbursement request until funds are exhausted. All approved first  
22 requests must be received at the Superintendent's office no later than the close of  
23 business on May 15 of the Agreement year. After all first request have been met, and  
24 as long as funds remain, disbursements for second requests shall be made, and  
25 thereafter additional requests until no funds remain. However, in no event shall the  
26 School District reimburse an individual for more than four courses per year. The  
27 School District shall establish an annual fund for course reimbursement of \$125,000.

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

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

3  
4 Section 2 Teacher Workshop Reimbursement

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

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

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

- 22 1. The superintendent, or his/her designee, will notify the Association  
23 president on or before June 1, of the Agreement year, of the amount of funds  
24 remaining for approved Second Requests;
- 25 2. Each teacher may submit an approved Second Request for reimbursement,  
26 not to exceed \$200;
- 27 3. Approved Second Requests must be received and date/time stamped at the  
28 superintendent's office by the close of business on June 15, of the Agreement  
29 year; AND
- 30 4. If the aggregate amount of the approved Second Requests is less than or  
31 equal to the Fund balance remaining at June 1, each teacher shall be  
32 reimbursed the amount of the approved Second Request subject to the above



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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.

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 **For AB20 and ABSOS20/40/1KDED 2022-23**

16 Single Plan:	\$9,594.90
17 Two Person Plan:	\$19,186.59
18 Family Plan:	\$25,912.91

19

20 **For BC3T20, BCNE20, and BC2T20 2022-23**

21 Single Plan:	\$8,271.43
22 Two Person Plan:	\$16,540.09
23 Family Plan:	\$22,338.63

24  
25  
26 The future increases in the capped annual premiums for AB20 and  
27 ABSOS20/40/1KDED will be the weighted average increase by plan type in the  
28 previous school year. If the weighted average increase is less than 15%, a  
29 maximum of an additional 1% will be added, up to a total increase of 15%, until  
30 such time that the employer/employee cost share is at 80%/20% of the AB20  
31 plan.

32  
33 B. Dental Insurance

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

- 1 C. Benefits provided by the District shall be coordinated with other coverage under  
2 which teachers may be enrolled.
- 3 D. The Board shall continue to provide teachers liability coverage insurance  
4 comparable to the 1989-90 limits, as available.
- 5 E. Members of the bargaining unit shall be covered by the provisions of Worker's  
6 Compensation.
- 7 F. The Board retains the right to examine and choose a new carrier for all  
8 insurances provided for in this agreement, providing the coverage and benefits equal or  
9 exceed those of the existing plan. The Board shall consult with the Association prior  
10 to any change in carriers.
- 11 G. The Board agrees to provide thirty thousand (\$30,000) dollars life insurance for  
12 those teachers and nurses in active service during each year of the contract.
- 13 H. By September 20th, teachers shall be given a written statement of all insurance  
14 coverage in effect that are paid for by the Board.
- 15 I. Those teachers granted a leave of absence may continue as a member of the  
16 District group insurance plans providing they pay all premiums in a timely manner and  
17 providing the insurance carrier does not prohibit such practice.
- 18 J. Teachers shall take the type of coverage that best covers the situation, for  
19 example, a married couple without children need only a two-person membership until  
20 such time as a child may be born.
- 21 K. All necessary group insurance coverage forms and available explanations  
22 provided by the insurance company shall be distributed to new personnel within ten  
23 (10) days of their being hired.
- 24 L. Insurance Buyout
- 25 If a current teacher enrollee discontinues their health insurance plan, or a newly  
26 hired teacher does not enroll in coverage, they may be eligible for an incentive  
27 payment. Upon receiving documentation suitable to the District certifying that the  
28 teacher and others who the teacher expects to claim as personal exemption deductions  
29 have medical insurance from another source that provides minimum essential coverage  
30 (other than in the individual market), the District will provide a buyout of \$1000 or 10  
31 percent of the ABSOS20/401KDED single coverage premium, whichever is greater.  
32 If a teacher is not currently enrolled in health coverage, the District will provide a

1 buyout of \$750. All qualifying employees must maintain other coverage without  
2 participating in the District's plan for the full school year to be eligible. An employee  
3 may only re-enroll during the open enrollment period, or due to a qualifying event.  
4 These incentives will be paid annually in June.  
5



1 driver education, summer school, continuing education and assigned tutoring outside  
2 of school.

3

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

6

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

11

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

15

16 H. To be placed on the BA/BS track of the nurse salary schedule in Appendix C, a  
17 nurse must be a registered nurse and hold a Bachelor's degree in a field related to  
18 nursing.<sup>2</sup>

19

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<sup>2</sup> Psychology is considered a field related to nursing.

1 **ARTICLE 14 - EXTRA-CURRICULAR**

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

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

10  
11 An employee accepting an extra-curricular activity for compensation with less than  
12 three (3) consecutive years in that activity, shall be observed for the purpose of  
13 evaluation of performance at least one (1) time per activity season. The observation  
14 will be conducted by the Director of Athletics, the building principal, or the principal's  
15 designee. Commentary on the observation shall be presented to the employee with the  
16 end of the activity report. The commentary shall become a part of the personnel record.  
17 The employee may submit a written response to the evaluation and it shall be attached  
18 to the copy in the personnel file.

19  
20 Employees with more than three (3) consecutive years in an activity shall be  
21 observed for the purpose of evaluation of performance at least once in every subsequent  
22 three year cycle. An experienced employee's performance evaluation report will be  
23 provided at the conclusion of each season and, at least once in every three year cycle,  
24 commentary on the observation shall be included.

25  
26 With a favorable performance evaluation report, an individual with three (3) or  
27 more consecutive years in an activity need only send a letter of intent no later than April  
28 2 for fall activities, August 2 for winter activities and October 2 for spring activities to  
29 the School Principal to be an eligible candidate for the position the following year  
30 without further interview. The names of those submitting a letter of intent to continue  
31 in their assignment and selected for nomination will be submitted to the Board as

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

14

15   D. Definitions

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

32

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

4

5 F. Substitute Opportunities

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

7

8 G. During a contract year in which the number of teachers accessing the retirement  
9 benefit plan is more than one below the appropriated cap under Article 15(A), funds for  
10 summer academies that are developed and directed by the Superintendent or his/her  
11 designee will be increased by the equivalent of the estimated average cost that is  
12 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.



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

J. Copies of this agreement between the Salem School District and the Salem Education Association shall be reproduced within thirty (30) days after the agreement is signed and a copy presented to all teachers now employed or hereafter employed by the Board.

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

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 to teachers and to the Association president for consideration and feedback at least ten (10) days prior to Board action.

1 **ARTICLE 18 - TEACHER RIGHTS**

2  
3 A. Teacher rights under any State or Federal law shall not be abridged by the Board or  
4 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 right  
9 of association and self-organization and that they shall be free from interference,  
10 restraint or coercion by the Board or the Association and its agents in the designation  
11 of representatives of their own choosing for the purpose of collective bargaining,  
12 provided they shall have the right to refrain from any or all such activities.

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

18 2. Any complaint(s) deemed serious enough by the Administrator to be placed in  
19 the teacher's file shall be brought to the attention of the teacher within fifteen  
20 (15) working days from the date administration was first notified. Any such  
21 complaint(s) must state the nature of the complaint(s), the date(s) of the  
22 occurrence(s), and the name of the complainant(s). The complainant will be  
23 asked to meet with the teacher. If the complainant refuses to meet with the  
24 teacher, the allegations will be put in writing and the identity of the complainant  
25 and a copy of the written allegations will be provided to the teacher. The teacher  
26 shall acknowledge they had the opportunity to review such material by affixing  
27 their signature to the copy to be filed with the expressed understanding that such  
28 signature in no way indicates agreement with the contents thereof. The teacher  
29 shall also have the right to submit a written answer to such complaint(s) filed,  
30 and their answer shall be reviewed by the Superintendent or a designee and be  
31 attached to the file copy.

1 3. No documents and/or other material shall be placed in the personnel file of a  
2 teacher after severance without the teacher's knowledge. A letter to the last  
3 known address shall be considered an adequate effort to reach the teacher.  
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- 1           2. Failure to observe rules and regulations established by the School Board  
2           and/or the administration;  
3           3. Moral misconduct;  
4           4. Or other due and sufficient cause.  
5
- 6    D.   In the event an employee is requested or directed to attend a meeting at which  
7       discipline may be discussed or imposed, the employee will be so advised. In  
8       addition, the employee is entitled to Association representation at such meeting.  
9       The immediate issuance of a verbal warning or directive by a supervisor shall  
10      not be considered a meeting for the purpose of this section.  
11

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

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3           If any provision of this agreement or any application of this agreement to any  
4 employee or groups of employees is held to be contrary to law, then such provision or  
5 application shall not be deemed valid and subsisting, except to the extent permitted by  
6 law, but all other provisions or applications shall continue in full force and effect. In  
7 such instance, the parties shall meet within thirty (30) days of such legal determination,  
8 for the purpose of adjusting the article affected so that it will be in accordance with the  
9 law.

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**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, 2022. All the provisions of this Agreement shall continue and remain in full force and effect as binding on the parties until June 30, 2025. Cost items for all the years of the Agreement will be submitted for approval at the 2022 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.

<b>AGREED: April 12, 2022</b>	<b>2022-2025 Collective Bargaining Agreement</b>
For the Salem Education Association	For the Salem School Board

By: Rachel A...

By: Paul R. Berry

By: Emilio...

By: Paul

By: B. A.

By: Peter...

By: Lauren Canny

By: Michael...

By: Michelle McCall

By: Peter Cester

## 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**

**2018-21**

**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	Freshman	\$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
Ice Hockey	J.V.	\$2,851
Ice Hockey	Varsity	\$4,658
Lacrosse	J.V. (F)	\$2,853
Lacrosse	J.V. (M)	\$2,853
Lacrosse	Varsity (F)	\$5,019
Lacrosse	Varsity (M)	\$5,019
Soccer	Freshman (F)	\$2,381
Soccer	Freshman (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
Tennis	Assistant	\$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	Freshman	\$2,381
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
Marching Band Color Guard Instructor		\$4,242
Marching Band Assistant Color Guard Instructor		\$815
DECA Advisor		\$1,992
FBLA Advisor		\$1,992
FCCLA Advisor		\$1,992
Granite State Challenge/Quizbowl		\$1,500
HOSA Advisor		\$1,992
Marching Band	Asst. Director	\$3,683
Marching Band	Director	\$4,802
Marching Choreographer/Music Arranger		\$3,575
Math Team		\$1,357
Natl. Honor Society Advisor		\$663
Key Club		\$1,992
School Paper		\$1,357
School Musical Director		\$1,500
School Musical Vocal Director		\$1,250
School Musical Instrumental Director		\$1,250
Student Council		\$2,060
AYES Auto Advisor		\$1,992
Skills USA Advisor		\$1,992
Video Yearbook Advisor		\$1,992
Yearbook		\$2,828

#### 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
Modern Band Instructor		\$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
Track	Assistant (M&F)	\$1,500
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. If the position is split between multiple individuals, the longevity for each individual's years of experience shall be prorated in proportion to that individual's share of the position (e.g. if the individual splits a position equally with another and has completed six years of experience, the individual will receive \$175).

## Appendix C Salary Schedule Teachers

<b>2022-2023</b>						
<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	42,957	44,718	46,551	48,460	50,447	52,515
2	44,761	46,596	48,507	50,496	52,566	54,721
3	46,641	48,553	50,544	52,616	54,774	57,019
4	48,600	50,592	52,667	54,826	57,074	59,414
5	50,641	52,717	54,879	57,129	59,471	61,909
6	52,768	54,931	57,184	59,528	61,969	64,509
7	54,984	57,239	59,585	62,029	64,572	67,219
8	57,294	59,643	62,088	64,634	67,284	70,042
9	59,700	62,148	64,696	67,348	70,110	72,984
10	62,208	64,758	67,413	70,177	73,054	76,049
11	64,820	67,478	70,244	73,125	76,122	79,243
12	67,543	70,312	73,195	76,196	79,320	82,571
13	70,380	73,265	76,269	79,396	82,651	86,039
14	72,491	75,463	78,557	81,778	85,131	88,621

<b>2023-2024</b>						
<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
1	43,816	45,612	47,483	49,429	51,456	53,566
2	45,569	47,437	49,382	51,407	53,514	55,708
3	47,392	49,334	51,357	53,463	55,655	57,936
4	49,287	51,308	53,411	55,601	57,881	60,254
5	51,259	53,360	55,548	57,825	60,196	62,664
6	53,309	55,494	57,770	60,139	62,604	65,171
7	55,441	57,714	60,081	62,544	65,108	67,777
8	57,659	60,023	62,484	65,046	67,713	70,489
9	59,965	62,424	64,983	67,648	70,421	73,308
10	62,364	64,921	67,582	70,354	73,238	76,240
11	64,859	67,517	70,286	73,168	76,167	79,290
12	67,453	70,218	73,097	76,094	79,214	82,462
13	70,151	73,027	76,021	79,138	82,383	85,760
14	74,307	77,353	80,525	83,826	87,263	90,841

## Appendix C Salary Schedule Teachers

2024-2025						
Step	B	B+15	B+30	M	M+15	M+30
1	44,692	46,525	48,432	50,418	52,485	54,637
2	46,435	48,339	50,321	52,384	54,532	56,768
3	48,246	50,224	52,284	54,427	56,659	58,982
4	50,128	52,183	54,323	56,550	58,868	61,282
5	52,083	54,218	56,441	58,755	61,164	63,672
6	54,114	56,333	58,642	61,047	63,550	66,155
7	56,225	58,530	60,929	63,428	66,028	68,735
8	58,417	60,812	63,306	65,901	68,603	71,416
9	60,696	63,184	65,775	68,472	71,279	74,201
10	63,063	65,648	68,340	71,142	74,059	77,095
11	65,522	68,208	71,005	73,917	76,947	80,102
12	68,078	70,869	73,774	76,799	79,948	83,226
13	70,733	73,632	76,651	79,794	83,066	86,471
14	75,806	78,914	82,150	85,518	89,024	92,674_

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

## Appendix C Salary Schedule Nurses

<b>2022-2023</b>			
<b>Step</b>	<b>LPN</b>	<b>RN/COTA/CSTA</b>	<b>BA/BS</b>
1	33,412	37,589	41,091
2	35,374	39,794	43,503
3	37,337	42,004	45,919
4	39,300	44,212	48,333
5	41,259	46,418	50,743
6	43,223	48,628	53,158
7	45,186	50,833	55,571
8	47,148	53,041	57,984
9	49,111	55,249	60,398
10	51,071	57,457	62,810
11	53,034	59,663	65,224
12	54,997	61,871	67,638
13	57,743	64,961	71,015

<b>2023-2024</b>			
<b>Step</b>	<b>LPN</b>	<b>RN/COTA/CSTA</b>	<b>BA/BS</b>
1	34,248	38,528	42,119
2	36,258	40,789	44,591
3	38,270	43,054	47,067
4	40,282	45,317	49,542
5	42,291	47,578	52,012
6	44,304	49,843	54,487
7	46,316	52,104	56,960
8	48,327	54,367	59,433
9	50,339	56,630	61,908
10	52,348	58,893	64,380
11	54,360	61,155	66,855
12	56,372	63,418	69,329
13	59,187	66,585	72,791

## Appendix C Salary Schedule Nurses

2024-2025			
Step	LPN	RN/COTA/CSTA	BA/BS
1	34,932	39,299	42,961
2	36,983	41,605	45,483
3	39,036	43,915	48,008
4	41,088	46,224	50,532
5	43,137	48,530	53,052
6	45,190	50,840	55,577
7	47,242	53,146	58,099
8	49,293	55,454	60,622
9	51,345	57,763	63,146
10	53,395	60,071	65,668
11	55,447	62,378	68,192
12	57,500	64,686	70,715
13	60,371	67,917	74,246

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: \_\_\_\_\_