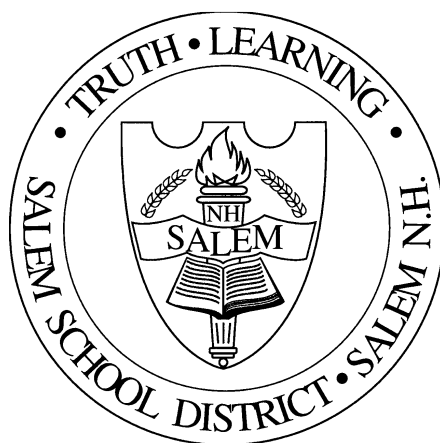


Agreement Between

SALEM SCHOOL BOARD

And The

SALEM EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION



**2024-2027**

TABLE OF CONTENTS  
SESPA 2024-2027

Article 1	Agreement.....	1
Article 2	Recognition.....	2
Article 3	Deductions .....	3
Article 4	Negotiations Procedure.....	4
Article 5	Association Rights .....	5
Article 6	Employee Rights and Protection.....	6
Article 7	Employee Work Schedules .....	7
Article 8	Vacancies & Transfers .....	8
Article 9	Job Security.....	9
Article 10	Vacations, Holidays, and Leaves .....	10
Article 11	Unpaid Leaves .....	12
Article 12	Grievance Procedure.....	13
Article 13	Insurance .....	15
Article 14	Compensation .....	16
Article 15	Evaluations.....	18
Article 16	Savings Clause .....	19
Article 17	Disciplinary Procedures .....	20
Article 18	Management Clause.....	21
Article 19	Educational Improvement.....	22
Article 20	Professional Day .....	23
Article 21	Duration .....	24
Appendix A	Grievance Record	

ARTICLE 1 AGREEMENT

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This Agreement made and entered on this 1st day of July 2024, by and between the Salem School Board, hereinafter referred to as the “Board”, “Employer”, or “District”, and the Salem Educational Support Personnel Association, NEA-New Hampshire, hereinafter referred to as the “Association”, “Union”, “Assistants”, and “Employees”.

ARTICLE 2 RECOGNITION

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

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

**Section 3:** A copy or a link to the applicable job description will be included with each employee's letter of employment in August.

1  
2  
3 ARTICLE 3 DEDUCTIONS

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

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

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

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

1 ARTICLE 4 NEGOTIATIONS PROCEDURE  
2

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

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

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

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

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

1 ARTICLE 5 ASSOCIATION RIGHTS

2  
3 The Association shall have the following rights:

4  
5 **Section 1:** Association officers or their designees, during working hours and without loss of time  
6 or pay, may represent employees in negotiations and may, by mutual agreement, investigate and  
7 present grievances to the employer. Association officers or their designees, at the employee's  
8 request, may be present during a disciplinary hearing during or outside working hours.

9  
10 **Section 2:** Use of School Facilities and Equipment: The Association shall have the right to use  
11 school facilities for meetings upon prior request and approval of the principal.

12  
13 **Section 3:** The Association shall be provided with bulletin boards or sections thereof for the  
14 purpose of posting Association materials. The Association shall also have the right to use school  
15 mails to distribute Association materials.

16  
17 **Section 4:** A copy of all agenda and official minutes of School Board meetings shall be available  
18 to the president of the Association upon request to the Superintendent of Schools.

19  
20 **Section 5:** A SESPAs representative may be present to meet with bargaining unit members at  
21 each school for 30 minutes during a work day before the start of school for students each year.

22  
23 **Section 6:** SESPAs will be notified monthly of all new hires and employee terminations covered  
24 under this Agreement. This notice will include the employee's location, position, hire date, and  
25 pay rate.

1 ARTICLE 6 EMPLOYEE RIGHTS AND PROTECTION  
2

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

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

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

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

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



1 ARTICLE 7 EMPLOYEE WORK SCHEDULES  
2

3 **Section 1:** Regular Work Day - The Actual hours of work will be set to meet the needs of the  
4 school. The hours will be established for a school year no later than August 10th each year. In  
5 the event the hours are to be changed, the employee and the Association will receive at least two  
6 weeks' notice. In no event shall an employee's regular work day begin more than one (1) hour  
7 before the regular student day or end more than one (1) hour after the regular student day.  
8 Employees who are scheduled to work five (5) or more consecutive hours will receive an unpaid  
9 30-minute lunch period that will be unencumbered.

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

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

ARTICLE 8 VACANCIES & TRANSFERS

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

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

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

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

ARTICLE 9 JOB SECURITY

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

**Section 2 - Reduction in Force:**

The decision to implement a reduction in force in a job title shall be made at the sole discretion of the Salem School Board. The Board expects to retain those employees in a job title who, at the discretion of the Superintendent of Schools, will be the best employees for the School District and the students it serves. The following indicators will serve to determine the best employees: certification and licensure (if applicable), performance (performance appraisals and discipline), and seniority. If the Superintendent determines that all other factors are equal, then seniority will prevail in making the final determination. All laid off employees will be kept on a recall list for a maximum of 15 months. Refusal to accept a position upon recall from lay off shall result in the name being removed from the list.

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

Classifications and the job titles within classifications are as follows:

**Group A**

**Group B**

- Cafeteria Assistant
- Support Assistant

**Group C**

- Library Assistant
- Educational Assistant – Classroom
- Educational Assistant – Special Education

**Group D**

- Nurse Assistant

1 ARTICLE 10 VACATIONS, HOLIDAYS, AND LEAVES

2  
3 **Section 1 - Vacation:**

4 Employees working 25 or more hours per week, paid for 170 work days during the school year,  
5 and who have completed 2 years of service shall be entitled to 7 days of vacation pay. Employees  
6 working 25 or more hours per week, paid for 170 work days during the school year, and who have  
7 completed 10 years of service will receive 10 days of vacation pay. Vacation pay will be paid in  
8 the pay period following the last scheduled work day of the school year. However, if school is  
9 closed due to unforeseen circumstances or inclement weather, eligible employees will be paid a  
10 vacation day for each day closed up to a maximum of three days. The balance of the vacation days  
11 will be paid in the pay period following the last scheduled work day of the school year. Employees  
12 are ineligible for time off for vacation during the school year. Employees must be employed by  
13 the District for the entire school year to be eligible for vacation pay for that year. Employees who  
14 are assigned to a long-term substitute position for a classroom teacher shall not be listed as on a  
15 leave of absence. If vacation is paid during the year and an employee does not work the required  
16 170 days, then the vacation day(s) paid during the year will be deducted from the final pay.

17  
18 Employees working less than 25 hours per week shall not be entitled to vacation.

19  
20 **Section 2 – Leave Days:**

21 The school board recognizes that circumstances may require the absence of the employee from  
22 work during the school year. Each employee will be credited on the first day of the work year  
23 with 7 days (or 10 days if the employee has completed 10 years of service to the District) of leave  
24 for absences for these circumstances. For employees working 25 or more hours per week, this  
25 leave is cumulative up to 60 days. For employees working less than 25 hours per week, this leave  
26 is not cumulative. Parties recognize that leave as described in this Article does not encompass an  
27 absence which is more appropriately characterized as vacation. Except in the case of illness, the  
28 employee will be required to submit the request for leave in writing to the building administrator  
29 48 hours in advance of the time when such leave will be taken. In the case of illness, employees  
30 will endeavor to notify the building administrator or designee in advance of their scheduled work  
31 hours.

32  
33 Attendance Bonus: An employee having the following attendance performance for the first and/or  
34 second semester will receive the following bonus:

35  
36

<u>Days Absent</u>	<u>Bonus for Start of Year through 90<sup>th</sup> Student Day</u>	<u>Bonus for 91<sup>st</sup> Student Day through End of Year</u>
38 0	\$300	\$300
39 0.01 – 1	\$250	\$250
40 1.01 – 2	\$200	\$200

41

42 Bereavement days and association days are not counted toward year-end totals.

43  
44 At retirement or death of a current employee, who has completed 15 or more consecutive years  
45 of service to the District and who is age 58 or older, the District will pay \$50 per unused leave  
46 day, up to a maximum of \$3,000. A maximum of five employees per year may receive this

1 benefit. An employee must submit written notice of his/her intention to retire no later than  
2 October 1 before the retirement.

3

4 **Section 3 – Holidays:**

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

9

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

14

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

16

17 **Section 4 – Bereavement:**

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

25

26 **Section 5 – Jury Duty:**

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

29

30 **Section 6 – Association Leave:**

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

ARTICLE 11 UNPAID LEAVES

1  
2  
3 An unpaid family leave may be requested by an employee to care for; the employee’s child upon  
4 birth, care for the employee’s child upon adoption or foster care; an employee’s parent, spouse, or  
5 child with a serious health condition; or, when an employee is unable to work because of a serious  
6 health condition;

7  
8 Family leave provides eligible employees with up to twelve weeks in any twelve month period of  
9 unpaid, job-protected leave for the above mentioned reasons. For family leave under this Article,  
10 the District and Employee shall follow the guidelines of the Family Medical Leave Act of 1993,  
11 except that for purposes of this Article, “eligible “ is defined as an employee working 1070 or  
12 more hours per year, and has been employed by the District for the twelve months prior to the  
13 request for leave. If an employee is eligible for both family leave under this Article and FMLA  
14 leave, those leaves shall run concurrently.

15  
16 All requests for unpaid leave shall be submitted to the Superintendent for approval. Requests for  
17 leave for the above purposes by employees not eligible for family leave and requests for leave for  
18 any other purpose shall be granted at the discretion of the Superintendent.

1 ARTICLE 12 GRIEVANCE PROCEDURE

2  
3 **Section 1:** A grievance shall mean a complaint by one or more employees of the school district  
4 covered by this Agreement that there has been an alleged violation, misrepresentation or  
5 misapplication with respect to one or more provisions of this Agreement.  
6

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

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

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

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

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

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

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

- 41 a) The decision of the arbitrator shall be advisory only.
- 42 b) The arbitrator shall submit a report to the grievant, the Association, and the Board  
43 within (30) days of completion of the hearings.
- 44 c) The cost of the advisory arbitration shall be borne equally by the Board and the  
45 Association.

1 d) Neither the Board nor the Association will be permitted to assert any ground or  
2 evidence before the arbitrator which was not previously disclosed to the other party.  
3

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

10 **Section 6:** A grievance may be withdrawn by the grievant at any time.  
11

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

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

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



ARTICLE 13 INSURANCE

**Section 1:** The Board shall offer employees who work 25 or more hours per week a variety of health plans, including, but not limited to, the following: AB20 and ABSOS20/40/1KDED. Prescription coverage for all plans shall be \$10/\$20/\$45. Employees will pay the cost of the premium of the plan through payroll deductions. Said deduction is to be made each pay period. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, the employee will immediately remit the amount due to the District. Failure to make the premium payments in this event will result in termination of the employee’s enrollment in the plan.

**Section 2:** For eligible employees, the Board agrees to pay a capped maximum annual premium for employees enrolled in health insurance plans. If the premium is less than the capped maximum, the actual premium is the maximum amount paid by the District.

<u>For AB20:</u>	<u>2024-2025</u>
Single Plan	\$ 9,603
Two Person	\$11,524 (single+20%)
Family Plan	\$12,004 (single+25%)

<u>For ABSOS20/40/1KDED:</u>	<u>2024-2025</u>
Single Plan	\$ 8,523
Two Person	\$10,654 (single+25%)
Family Plan	\$11,080 (single+30%)

The future increases in the capped annual premiums will be the weighted average increase by plan type in the previous school year.<sup>1</sup>

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

<sup>1</sup>Example: If the weighted average increase by plan type for the two-person AB20 plan in 2024-2025 is 7%, the cap in 2025-2026 will be \$12,331 (\$11,524 + 7%).

ARTICLE 14 COMPENSATION

**Section 1 - Salary Schedule:**

2024-2025	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16-19	YOS 20+
<b><u>Class A:</u></b>						
<b><u>Class B:</u></b> Cafeteria Assistant Support Assistant	\$17.61	\$18.47	\$18.78	\$19.13	\$19.23	\$19.35
<b><u>Class C:</u></b> Educational Assistant-Classroom Educational Assistant-Special Education Library Assistant	\$18.08	\$18.93	\$19.29	\$19.61	\$19.72	\$19.82
<b><u>Class D:</u></b> Nurse Assistant	\$18.72	\$19.56	\$19.91	\$20.25	\$20.35	\$20.46

2025-2026	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16-19	YOS 20+
<b><u>Class A:</u></b>						
<b><u>Class B:</u></b> Cafeteria Assistant Support Assistant	\$18.31	\$19.21	\$19.53	\$19.89	\$20.00	\$20.12
<b><u>Class C:</u></b> Educational Assistant-Classroom Educational Assistant-Special Education Library Assistant	\$18.81	\$19.68	\$20.06	\$20.40	\$20.51	\$20.62
<b><u>Class D:</u></b> Nurse Assistant	\$19.46	\$20.34	\$20.70	\$21.06	\$21.16	\$21.27

2026-2027	YOS 0-3	YOS 4-6	YOS 7-10	YOS 11-15	YOS 16-19	YOS 20+
<b><u>Class A:</u></b>						
<b><u>Class B:</u></b> Cafeteria Assistant Support Assistant	\$19.04	\$19.98	\$20.31	\$20.69	\$20.80	\$20.93
<b><u>Class C:</u></b> Educational Assistant-Classroom Educational Assistant-Special Education Library Assistant	\$19.56	\$20.47	\$20.86	\$21.21	\$21.33	\$21.44
<b><u>Class D:</u></b> Nurse Assistant	\$20.24	\$21.16	\$21.53	\$21.90	\$22.01	\$22.13

For purposes of this Agreement, “full-time” shall mean that the employee's scheduled work week consists of 25 or more hours.

For purposes of this Agreement, “part-time” shall mean that the employee's scheduled work week consists of less than 25 hours.

1 **Section 2 – Certifications:**

2 An Educational Assistant who holds certification from the New Hampshire Department of  
3 Education as a paraeducator II or as a teacher, and a Library Assistant who holds certification from  
4 the New Hampshire Department of Education as a paraeducator II or as a librarian, will receive  
5 \$1.00 per hour in addition to the hourly wages under Section 1 of this Article.  
6

7 **Section 3 – Certifications - RBT:**

8 An Educational Assistant who is certified as a Registered Behavioral Technician (RBT) will  
9 receive a \$3.00 per hour differential.  
10

11 **Section 4 – Substitute Coverage:**

12 If an employee is assigned by an administrator to substitute for a teacher when the teacher is absent  
13 from school, the employee will receive the following applicable differential for the hours  
14 substituting for the teacher:

- 15 • \$7.50 per hour for substituting at the elementary schools
- 16 • \$5.00 per period for substituting at Woodbury School
- 17 • \$10.00 per block for substituting at Salem High School  
18

19 A differential is not available if the employee provides coverage for a teacher who is not absent  
20 from school (e.g., the teacher attends a meeting).

ARTICLE 15 EVALUATIONS

**Section 1:** All employees shall receive a formal evaluation report by their assigned school principal or designee at least once each year. Observation of the work performance shall be conducted openly. Formal evaluation reports shall be presented to the employee by the author of the report. A conference between the evaluator and the employee shall follow within five (5) working days following the presentation of the evaluation to the employee. Employees shall not be forced to sign a blank or incomplete evaluation form. The completed evaluation report shall be signed by the evaluator and the employee and become a part of the personnel record. The employee shall receive a copy of the evaluation report. Signature of the employee signifies that the material has been read and is to be filed. It does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed, and remaining in the file. An employee may attach comments to the evaluation report. It is understood that final authority for the evaluation of employees rests with the Superintendent or designee.

**Section 2:** It is understood by the parties that only the procedural aspects included in this article will be subject to the grievance procedure.

**Section 3:** A copy of or link to the evaluation form that will be used for the school year will be provided to each employee with his/her letter of employment in August.

By July 1 each year, the Superintendent or Superintendent’s designee will notify the Association president of the evaluation procedures and instruments developed by the administration for the next school year. The Association president or president’s designee may comment on the evaluation procedures or instruments, but the Superintendent or Superintendent’s designee will make the final decision on the procedures and instruments.

ARTICLE 16 SAVINGS CLAUSE

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4  
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6  
7

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

1 ARTICLE 17 DISCIPLINARY PROCEDURES

2  
3 **Section 1:** It is recognized that school employees serve the public and they are expected to follow  
4 the rules and regulations of work performance and personal conduct, to work well with their  
5 fellows, and to do things that contribute to good job performance and reaching the goals of the  
6 District. When behavior departs from the standards set by the District the need for disciplinary  
7 action arises.

8  
9 **Section 2:** Disciplinary actions shall be consistent with the infraction for which disciplinary action  
10 is being applied.

11  
12 **Section 3:** All suspensions and discharges must be stated in writing with the reason stated and a  
13 copy given to the employee and the Association at the time of suspension or discharge.

14  
15 **Section 4:** Disciplinary actions shall normally follow this order. However, discipline may be  
16 taken out of order depending on the severity of the infraction.

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

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

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

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

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

ARTICLE 18 MANAGEMENT CLAUSE

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

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

ARTICLE 19 EDUCATIONAL IMPROVEMENT

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

**Section 2:**

- (a) Each active employee within the union is eligible for course, workshop, and/or conference (hereinafter "Course") reimbursement each school year in accordance with the following guidelines.
- (b) Eligible employees may be reimbursed only for Courses of study that the Superintendent determines are directly related to the employee's present job (including level of responsibility and length of service), the nature and purpose of the Course, and/or the benefit to be derived by the employee and the District.
- (c) Employees seeking Course reimbursement must have the written prior approval of the Superintendent before enrollment. Such approval will not be granted without a positive recommendation by the employee's supervisor.
- (d) Employees seeking reimbursement must submit a certified transcript of their grades and a receipt of the expense incurred. The District shall then reimburse the employee, in accordance with the above guidelines, the cost of tuition, mileage at the current IRS rate for workshops and conferences, registration and/or lodging.
- (e) Employees who, prior to completing the approved Course, voluntarily leave the District shall not be reimbursed for the expenses associated with the Course.
- (f) Employees are expected, under normal circumstances, to schedule Course attendance and the completion of study assignments outside of their regular working hours. Employees will not be paid for the time to attend Courses that are not during their regular working hours.
- (g) Records of all Courses completed by each employee shall be maintained in the employee's personnel file.
- (h) Reimbursement shall be made for a grade "C" or better, passing a "fail-pass" course, or receiving a certification indicating satisfactory completion of the Course. The total pool (total amount of reimbursements available) for all employees shall not exceed \$3,000 each year. Reimbursement is limited to a maximum of two hundred dollars (\$200) per employee per school year. If any funds remain unexpended on May 1<sup>st</sup>, employees who did not receive full reimbursement for coursework may apply for additional reimbursement.



ARTICLE 20 – PROFESSIONAL DAY

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3 Educational assistants and library assistants who hold New Hampshire Department of Education  
4 certification as paraeducator II, teacher or librarian, and nurse assistants, may use one professional  
5 day during each fiscal year to attend a conference, professional meeting or workshop outside the  
6 School District, subject to prior approval by both the principal and the superintendent or the  
7 superintendent’s designee, provided that such conference, professional meeting or workshop is  
8 relevant to the work performed by the employee. The total number of professional days used may  
9 not exceed 40 days each year. Employees shall request such leave in writing at least two weeks in  
10 advance of the conference, professional meeting, or workshop. Use of the professional day shall  
11 not count against the end of school year attendance stipends under Sections 10(1) and 10(2).

ARTICLE 21 DURATION

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The Agreement shall be in effect from July 1, 2024 through June 30, 2027. Cost items for all the years of the Agreement will be submitted for approval at the 2024 annual School District meeting (i.e., the Agreement will be Sanbornized). The Board or the Association may reopen negotiations on health insurance and wages to avoid discrimination penalties under the Affordable Care Act.

1 IN WITNESS WHEREOF, the parties have executed this agreement on this 9<sup>th</sup> day of  
2 April 2024.

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SALEM EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

THE SALEM SCHOOL BOARD

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

APPENDIX A  
SALEM SCHOOL DISTRICT  
SALEM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

GRIEVANCE RECORD  
(For use at Steps or Levels)

Grievance # \_\_\_\_\_ Step #/Level \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Signature – Grievant)

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

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

Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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