

# COLLECTIVE BARGAINING AGREEMENT

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## TEACHER UNIT

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Salem Teachers Union  
Local 1258 | American Federation of Teachers | AFT Massachusetts American Federation of  
Labor and Congress of Industrial Organizations

AND

Salem School Committee

**2024-2027**





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## **PREAMBLE**

The School Committee of the City of Salem and the Salem Teachers Union, Local 1258, AFT, AFL-CIO, agree that they have a common public and educational interest to meet the district mission, which is to provide an inclusive, high quality learning environment and experience so that all students achieve academic and personal excellence and grow their capacity to contribute positively in their local and global communities. In addition, the parties recognize that mutual agreement regarding the support and working conditions for its teachers is an important element needed to successfully fulfill this mission. The School Committee and the Salem Teachers Union wish to declare their mutual commitment to work together to meet the district mission and to achieve educational excellence in the City of Salem.

These goals will be approached constructively through periodic consultation. Such consultation will take place without trespass or interference upon the district and special powers and duties of either party in the process.

To this end the Union, the Organization that represents educators, will from time to time present to the Committee its views and suggestions on certain school problems and opportunities clearly within its knowledge and province.

The goal is that this continuing consultation throughout the school year significantly contributes to advancing and improving public education in the City of Salem.

**WHEREAS**, the parties believe the collective bargaining method is workable and competent and will add dignity and professionalism in the best sense to the joint effort of the Union and the Committee to reach agreement, and

**WHEREAS**, the parties wish to declare their partnership in what must be the joint and a priority objective of both bodies – the best education possible for Salem’s children, and

**WHEREAS**, the parties have met in collective bargaining for the purpose of negotiating the wages, hours, standard of productivity and performance, and any other terms and conditions, including class size and workload, and

**WHEREAS**, the parties have reached agreement as to said mandatory subjects of bargaining, and

**SET FORTH** that agreement in the following articles:

### **ARTICLE 1: RECOGNITION AND JURISDICTION**

#### **1.1 Union Recognition**

The School Committee recognizes the Salem Teachers Union as the exclusive bargaining representative for all persons in Bargaining Unit A which consists of all classroom teachers, including Chapter I/Title I Teachers (Assistant Teachers), Permanent Substitute Teachers, Guidance Counselors, Adjustment Counselors, School Librarians, School Nurses, Coordinators (shall include all coordinator

titles of current Unit A personnel), Curriculum Coordinator, Technology Integration Specialist, Science Integration Specialist, Technology Resource Teacher, School Psychologists, Head Teachers, Team Teachers and Department Heads in the Elementary, Middle and Senior High Schools, and Instructional Coaches.

## **1.2 Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the Bargaining Unit.

## **1.3 Definition**

- A. The term “school”, as used in the Agreement, means any work location or functional division maintained by the School Department in which the educational process is carried on.
- B. The term “Principal” and “Director”, as used in this Agreement, means the responsible administrative heads of their respective schools, or subject areas.
- C. The term “teacher” or “person”, as used in this Agreement, means a person employed by the Committee in the Bargaining Unit as described in Article 1.
- D. The term “nurse” as used in this agreement means a person employed by the district in the bargaining unit as described in Article 1.
- E. The term “Union Representative”, as used in this Agreement, means the Union Building Representative or other qualified designee of the Union.
- F. Wherever a personal pronoun is used in this Agreement, such pronoun shall be understood to apply equally to all members of the Bargaining Unit.
- G. Whenever the singular is used in this Agreement, it is to include the plural.
- H. The term “Committee”, as used in this Agreement, means the Salem School Committee and school administrative organization.
- I. The term “Union”, as used in this Agreement, refers to the Salem Teachers Union, Local 1258, American Federation of Teachers, AFL-CIO.
- J. The term “parties”, as used in this Agreement, refers to the Committee and the Union as participants in this Agreement.
- K. “Teaching Specialists”, for the purpose of this Agreement, refers to teachers in the elementary and middle schools who are specialists in the following areas: Music, Art, Physical Education, Science, Family and Consumer Science and Technology Education.

## **ARTICLE 2: COMMITTEE RIGHTS CLAUSE**

2.1 It is agreed that the School Committee of the City of Salem, hereinafter called “The Committee” or “The Salem School Committee”, is a public body established under, and with powers provided by, the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any right or duty conferred upon the Committee by statute or by any rule or regulation or an applicable agency of the Commonwealth of Massachusetts.

2.2 Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School Committee, acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties, and responsibilities in such manner as may be prescribed by such law or laws as may now or subsequently be in effect.

Among the functions, duties, and responsibilities included, but not limited to nor wholly inclusive shall be the following: To establish policies and procedures to meet the district mission, which is to provide an inclusive, high quality learning environment and experience so that all students achieve academic and personal excellence and grow their capacity to contribute positively in their local and global communities and to recruit, hire, assign, develop, evaluate, promote, transfer, retain and/or grant professional status to employees within the Salem Public Schools and to discharge or take such other disciplinary action as may be provided for by law and do not conflict with the provisions of the Collective Bargaining Agreement.

2.3 The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner, shall not be deemed a waiver nor a restriction of any such exercise of rights.

2.4 The Committee retains all powers, rights, duties and authority which it had prior to entering into this Agreement except those matters agreed to herein.

## **ARTICLE 3: SALARY AND RATES OF PAY**

### **3.1 Basic Salary and Longevity Schedules**

A. The salaries and longevity schedule of the members of the Bargaining Unit are set forth in Appendix A which is attached to, and made part of, this Agreement.

B. Employees shall receive a 4.25% General Wage Increase for the 2024-2025 school year. Effective the 2025-2026 school year, the pay scale shall be restructured and adjusted for the standardized work day. Wages for the 2025-2026 school year and the 2026-2027 school year are outlined in the tables found in Appendix A.

### **3.2 Placement on the Salary Schedule**

- A. Credit for prior teaching experience shall be granted. For salary-credit purposes a minimum of 90 days service, within a school system within one school year, shall be the basis for computing one year's teaching experience.
- B. New employees shall be credited with one step for active military service not less than two years, except such credited time shall not be applicable to professional status. The maximum credit allowed shall be two steps for service not less than two years.
- C. New employees shall be credited with one step if they are certified or deemed to be bilingual and/or biliterate via an employer approved certification process and/or test.
- D. New employees shall be credited with one step if they are a graduate of Salem Public Schools.

### **3.3 Course Credit**

Courses taken for advancement on the salary schedule must be approved, in advance, by the Superintendent of Schools or their designee.

### **3.4 Hourly Rate of Pay**

The hourly rate of pay shall be forty-five dollars (\$45.00).

### **3.5 Increments for Advanced Credit**

Changes in salary through the attainment of additional professional credits shall be made in September and February of each year.

### **3.6 Academic Credentials**

Employees with an Educational Specialist Degree shall be placed on Column 7 of the pay scale. Credits earned for the initial Master's degree beyond the initial thirty (30) credits may be used for further advancement along the pay scale.

The National Board of Certification for School Nurses certification, or the Pediatric Certification shall be counted as a Masters' degree for School Nurses, or thirty (30) graduate credits if the nurse already possesses a Master's degree. If a nurse has both certifications and a Master's degree, the nurse will be limited to a total of 30 additional credits.

### **3.7 CTE Credentials**

Column 1 = C

Column 2 = C+15: "C15" vocational or technical teachers may achieve this level by submitting proof of 15 credits beyond certification and towards a proposed

Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee.

Column 3 = C+30: “C30” vocational or technical teachers may achieve this level by submitting proof of 30 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee

Column 4 = C+45: “C45” vocational or technical teachers may achieve this level by submitting proof of 45 credits beyond certification and toward a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee.

Column 5 = C+60: “C60” vocational and technical teachers may achieve this level by submitting proof of 60 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee.

Column 6 = C+75: “C75” vocational and technical teachers may achieve this level by submitting proof of 75 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee.

Column 7 = C+90: “C90” vocational and technical teachers may achieve this level by submitting proof of 90 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent or designee.

Column 8 = VM/CAGS: “VM/CAGS” vocational and technical teachers may achieve this level by submitting proof of 30 credits beyond an accredited Baccalaureate Degree and certification. “CAGS” may be achieved with a Certificate of Advanced Graduate Studies.

This scale shall apply to CTE educators for whom a bachelor’s degree is not required for vocational certification.

CTE educators for whom a bachelor’s degree is required for vocational certification may also move along the pay scale columns based on technical courses if such courses are approved by the Superintendent, or designee.

### **3.8 Anniversary Date**

For purposes of salary payment, teachers serving more than one-half school year will advance a step on the salary schedule each September.

**3.9 Mileage Allowance**

Traveling teachers covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the Internal Revenue Service rate in effect on September 1 of each year.

**3.10 Itemized Payroll Deductions**

A statement of itemized payroll deduction shall be included with each salary payment.

**3.11 Differential for Instructional Leadership Team Members**

The differential for Instructional Leadership Team Members shall be as follows: Members will be paid a differential of no less than \$150 annually and no more than \$2000 annually based on the needs of the individual schools. This provision does not apply to High School Head Teachers who may be expected to serve on the Instructional Leadership Team.

**3.12 Differential for Counselors, Coordinators and Nurses**

**A. Compensation**

The differential for the following counselors, coordinators and nurses shall be three thousand five hundred dollars (\$3,500.00) per year.

- School Adjustment Counselor
- Guidance Counselor
- Music Coordinator
- School Nurse
- Instructional Coaches
- Digital Learning Coach
- Coaches of Multilingual Learning
- City Connects Coordinator
- Coordinator of Multilingual Learning
- Library Coordinator
- STEAM/Standards-based coordinator
- Early Learning Coordinator
- School Psychologist

B. **Schedule:** The hours of these positions include working for seven (7) additional days that will be mutually scheduled between the Coordinators and their District Supervisor. Such mutual scheduling may occur during school vacation weeks, in two-hour increments after school, and/or during the summer. The work day for these days is 6 hours.

By May 1, each District supervisor, in collaboration with the Coordinators, will determine when the 7 additional days will be completed and which projects the Coordinators will work over the course of the upcoming fiscal year.

**3.13 Differential for Coordinator of Student Activities – High School**

The differential of the Coordinator of Student Activities shall be \$5,300.

**3.14 Teaching Before and/or After the Regular School Year**

Any teacher, except those on a differential, required to work a week before and/or following the close of school shall be paid at the pro rata of the annual salary.

**3.15 Substitute Teacher Pay**

Those substitutes serving twenty (20) consecutive days shall be placed on the salary schedule provided in this contract.

**3.16 Stipends**

The total allocation for all stipended activities will be determined as part of the school and district's budget planning process each year. A complete list of stipends paid within one year shall be approved by the School Committee and listed for retirement and other purposes in the Salem Public Schools Payroll department.

**A. Stipends for Extracurricular, Student-Based Activities**

- i. The determination of all extracurricular and student-based activities warranting a stipend at each school shall be determined by the principal, annually, including the amount to be paid for each stipend. Before the assignment of the stipended work, written notice will be given to faculty including, but not limited to: stipend amount to be paid including the estimated number of students, estimated number of hours needed to complete the work, and duration of work.
- ii. Stipends for each approved extracurricular activity may be modified under the following conditions:
  - When the time commitment is split between two or more people (split proportional)
  - When two or more people advise the same extracurricular activity, the number of students will be split proportionally, and the stipend assigned accordingly.
- iii. Clubs and extracurricular activities which are no longer active will be archived and listed for retirement and other purposes in the Salem Public Schools Payroll Department.
- iv. Beginning in SY 2018-19 stipends for extracurricular activities such as student clubs shall be paid at the following rates using the following criteria:

	<i>Estimated Number of Hours</i>				
<i>Estimated # of Students</i>	Less than 20	20-40	41-60	61-80	81-100
Less than 30	400	800	1200	1600	2000
31-60	500	900	1300	1700	2100
60+	600	1000	1400	1800	2200

- v. The following stipended roles are considered “specialized” and are excluded from the above criteria:
- Yearbook - \$2,000
  - Yearbook Financial Advisor - \$1,500
  - High School Class Advisors: There shall be a minimum of two advisors for freshman, sophomore, and junior class advisors. There shall be a minimum of three advisors for senior class advisors
    - a. Freshman (two (2) paid at \$600 each);
    - b. Sophomore (two (2) paid at \$600 each);
    - c. Junior (two (2) paid at \$800 each);
    - d. Seniors (three (3) paid at \$1500 each)
- vi. Stipends paid in support of the Citywide Music Program shall be paid according to the above criteria except for the following roles:
- Positions that currently receive music stipends at \$500 shall continue to be paid at the \$500 rate. These positions include:
    - a. City Wide Elementary Chorus Accompanist
    - b. City Wide Elementary Chorus Director
    - c. City Wide Elementary Chorus Manager
    - d. City Wide Orchestra Director
    - e. High School Chorus Director
    - f. High School Orchestra Director
  - Jazz Band Director: \$2500
  - Marching Band Assistant Director: \$3000
  - Marching Band Director: \$6000

- B. Stipends for Teacher Leadership and School Support Roles:** The Superintendent and/or school principals may identify additional teacher leadership or other school support roles for which teachers may receive a stipend.

The rate of pay for these types of stipends shall be established annually by the Superintendent, provided, however, that the rate(s) for any previously existing stipends are not reduced. Should the Superintendent create new stipended roles, a list, including the rate of pay shall be submitted to the STU president for review. If requested, by either the union or Superintendent, the parties shall meet to negotiate the rate of pay. The Superintendent retains the right to discontinue any stipended roles that are no longer required.

The parties shall memorialize these leadership stipends annually for MTRS purposes.

- i. Head Teachers for Physical Education, Fine and Performing Arts, and World Languages, as well as the Music Coordinator, will be responsible for participating in the delivery of four (4) 2-hour PD sessions during release days for K-12 teachers. For this responsibility, their annual head teacher stipend will be increased to four thousand five hundred (\$4,500.00).

- C. Stipends for Bilingualism/Biliteracy:** All active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand five hundred dollars (\$1,500.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs. The stipend will be prorated if the member earns their certification after the 91st school day to \$750.

- D. Athletic Coach Stipends:** Effective the 2024-2025 school year, the stipends for all athletic coaches shall be incorporated into the Collective Bargaining Agreement. The parties shall form a Joint Labor-Management Committee during the 2024-2025 school year to review such stipends, and submit recommendations to the parties for negotiations.

### **3.17 Methods of Salary Payment**

Salaries shall be paid in twenty-six equal installments beginning on the Friday nearest to September 15 and continuing on every other Friday thereafter. Personnel desiring a lump- sum payment of money at the end of June may receive all accumulated monies by notifying the Superintendent by May 1.

Members of the Bargaining Unit may choose to receive their salaries in twenty-one equal paychecks. Personnel selecting such an option must do so by September 1 in any year. Said election shall remain in effect for the remainder of the year and from year to year thereafter unless notice is made as set forth above.

Yearlong stipends shall be paid in two (2) installments during the months of December and June, if possible in a separate check from the bi-weekly payroll check. Seasonal stipends shall be paid, during the month of December for fall activities and during the month of June for winter and spring activities, if possible in a separate check from the bi-weekly payroll check.

### **3.18 Severance Pay/Sick Leave Buyback**

- A. **Severance Pay:** On the retirement or death of a teacher who has been continuously employed prior to September 1, 2000, payment for accumulated sick leave will be made to the teacher or their estate up to a total of eighty (80) days. On the retirement or death of a teacher who has been employed on or after September 1, 2000, payment for accumulated sick leave will be made to the teacher or their estate up to a total of forty (40) days. Effective January 1, 2013, employees hired on or after this date shall not be eligible for any severance pay as described above.

To be eligible for this payment, retiring teachers must provide the Superintendent with sixty (60) days advance notice of said retirement, except in emergency situations.

For the purpose of this section, the word “retirement” is defined as being an employee who is eligible for and receiving benefits in accordance with the rules and regulations of the state teachers and/or local contributory retirement system. Proof of receiving benefits, by means of a copy of the initial retirement check, shall be submitted to the Superintendent of Schools, prior to the payment of benefits provided for by this section.

#### **B. Sick Leave Buyback**

- i. Employees hired prior to January 1, 2013, shall be eligible to buy back fifty percent (50%) of sick leave accrued up to forty-five (45) days at one hundred twenty-five dollars (\$125.00) a day, to be eligible to buy back such days, the employee must have at least thirty (30) days remaining on the books following such buy back.

Any days bought back under Article 3.18 Section B shall reduce the number of severance days payable to the employee at the time of retirement.

- ii. Employees hired on or after January 1, 2013, said date shall be eligible to buy back, in January of each year, up to two (2) days per year, if the employee has not used fifty percent (50%) of his or her sick leave accrued for the prior calendar year. The daily rate paid shall be two hundred fifty dollars (\$250.00).

iii. Any payments made to an employee under these provisions may be deposited directly into an employee deferred compensation account at the employee's discretion.

iv. The Sick Leave Buy Back Plan is voluntary.

### **3.19 Payroll Deductions**

Payroll deductions shall be made for teachers desiring to deposit money in the Credit Union for any purpose designated by the teacher. Payroll deductions shall be made available for teachers who wish to participate in the Union sponsored Committee on Political Education (COPE).

### **3.20 Payment for Supervisory Personnel – Summer School and Evening School**

- A. The Supervisor of Evening School shall be compensated at the rate of \$1,800 per season. The Supervisor of Summer School shall be compensated \$1,500 for the session.
- B. The Assistant Supervisor of Evening School shall be compensated at \$1,100 per session.
- C. The parties agree to a continuing evaluation of the relationship of supervisory payment to evening school personnel.

### **3.21 Differential for Head Teacher**

Head teachers shall work a teacher's day and a teacher's year and shall teach 2-4 periods a day as determined by the Principal, and have one preparation period a day. The positions shall be posted. Head teachers shall receive a differential of \$3,500.

### **3.22 Extended School Day Compensation**

The differentials for extended time at BAIS, CMS, and Saltonstall will end in FY26 upon the implementation of a standard work day. For teachers at BAIS, CMS, and Saltonstall whose salary will increase by \$1,000 or less in FY26 because of the loss of the ELT differential, their FY26 salary will be created by the following formula: adding 1% onto their FY25 total compensation (base salary for FY 25 plus ELT differential). For FY 27: If this new FY26 compensation (FY25 salary + ELT differential+1%) results in the FY27 salary increase being \$1,000 or less than the FY26 revised salary, the same formula: FY26 salary + 1% will be used for those staff. This provision is only available for FY 26 and FY27. In Both FY26 and FY27, no employee will receive a salary increase of less than \$1,000 in either year.

### **3.23 Chaperoning Compensation**

Employees accompanying students on School Committee approved overnight curricular field trips shall receive additional compensation in the amount of \$100 dollars for each overnight spent for domestic trips only and for a maximum of five

(5) nights per teacher per trip upon the submission of a signed overnight trip form. This provision does not apply to club and extracurricular overnight field trips.

## **ARTICLE 4: SUPPLEMENTAL BENEFITS**

### **4.1 Health Insurance**

- A. Employees shall be provided health insurance in accordance with the Public Employee Committee Agreement attached in Appendix E.
- B. The cost sharing provisions set forth in Appendix E are subject to negotiations only between the City and the Salem Public Employee Committee and not individually with the Salem Teachers Union.
- C. In the event the City of Salem ceases to participate in the Group Insurance Commission Health Insurance Coverage, then the cost sharing and plan design of health insurance coverage shall be subject to collective bargaining pursuant to General Laws, Chapter 32B, Section 23.

### **4.2 Life Insurance**

The City of Salem shall provide 65% of the cost of a \$5,000 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

### **4.3 Pension**

The parties agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made a part of the Agreement.

### **4.4 Worker's Compensation**

Teachers are covered by the provisions of the Massachusetts' Workers Compensation Act.

### **4.5 Tax-Sheltered Annuities**

So as to provide for a non-forfeitable, tax-sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee for the purchase of an annuity pursuant to the provision of the General Laws of Massachusetts as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity, the method and form of payroll deduction or other form of premium payment.

## **ARTICLE 5: LEAVES OF ABSENCE**

### **5.1 Sick Leave**

- A. **Accumulation and Reserve:** Every member of the Bargaining Unit shall be granted 1.5 days of leave at the commencement of each month of service to a maximum of fifteen (15) days per school year for the purpose of absences caused

by illness. Such leave not used in the year of service shall be accumulated for use in subsequent years.

At the end of sixty (60) consecutive days the School Committee may, as its prerogative, require that a physician representing the School Committee be allowed to examine the teacher and report his findings to the School Committee.

No teacher shall lose sick pay as a result of the hiring of a substitute teacher. For teachers now in the Bargaining Unit, all accumulated sick leave, including extra-days sick leave based upon years of service acquired by members of the Bargaining Unit, shall be added to the days of sick leave provided for in this section.

Teachers will be notified in September of their total accumulated sick days.

- B. **Sick Leave for Tuberculosis:** Any teacher in the Salem School Department, excluded or removed from employment on account of tuberculosis in a communicable state, shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years and for such further additional period as they may be entitled to under regulations of the Salem School Committee.
- C. **Job-Connected Injury and Assault:** All members of the Bargaining Unit shall be granted fully paid leave, without loss of pay, for absence caused by injuries, assault or battery sustained by teachers in connection with their employment by the Committee. The period of such leave shall cover the period of disability. Such leave shall not be charged against the teacher's sick leave.

Upon presentation of medical bills, each teacher shall be reimbursed by the Committee for all medical expenses to the extent that such expenses are not already covered by the Committee.

Teachers may, at their option, elect coverage under Workers Compensation as an alternative to this section. While out on Workers Compensation, a member, upon request, may be able to draw from sick-leave benefits to make up the difference between the Worker's Compensation coverage and their regular week's wages.

- D. **Sick-Leave Bank:** There is hereby established a Sick Leave Bank for the employees covered by the Collective Bargaining Agreement under the following rules and regulations.
  - i. The Sick Leave Bank is a benefit available to support teachers who, due to a pro- longed serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness. The purpose of the Sick Leave Bank is to provide support bargaining unit members who are experiencing the devastating

effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

- ii. The Sick Leave Bank shall be administered by the Office of Human Resources under the direction of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be composed of two (2) voting members from the STU and three (3) voting members from administration. When new members of the Bargaining Unit are initially employed, the Administration shall provide such members with an enrollment form. Any employee, who so desires, may assign one sick leave day to the general Sick Leave Bank within thirty (30) days from the date of employment or within the first two (2) weeks of any school year.
- iii. At any such time that the total number of days in the Sick Leave Bank is reduced to one hundred (100), any employee wishing to continue membership shall contribute one additional day. In the event that an employee has no sick leave credit from which to contribute and said absence of sick leave credit is the sole result of earlier participation within the bank during that school year or current participation within the bank, then that employee shall continue to be a member, but must contribute a sick day as soon as they receive creditable sick leave.
- iv. When the sick leave bank is reduced to 100 days, the District will provide members of the Bargaining Unit with the following notice:

“The Sick Bank has been reduced to one hundred (100) Days. If you wish to remain a member, one (1) additional day will be deducted from your sick time and automatically deposited to the Sick Bank and your membership will continue. If you wish to be removed from the Sick Bank, please notify the payroll office, in writing, at least fifteen (15) days from the date of notification. Failure to notify, in writing, will automatically continue your membership in the Sick Bank.”
- v. Any employee, who is a member of the Sick Leave Bank, has exhausted his or her leave time, and who requires additional time to recover from a serious illness or injury may, after five (5) consecutive no-pay absences, starting on the sixth (6th) working day, draw upon the bank for no more than thirty (30) working days, provided that adequate medical certification has been submitted along with a Sick Bank Withdrawal Application. Documentation from a medical professional must be submitted verifying the nature of the serious illness or injury requiring the employee to remain absent for a prolonged period of time. Medical documentation must also provide an indication of an expected return date and/or date upon which the employee is to be re-evaluated.

- vi. The School Committee retains the right to require employees seeking withdrawals from the Sick Bank to obtain a second opinion by visiting a physician selected by the School Committee and paid for by the School Committee.
- vii. Upon the expiration of the thirty (30) working days of Sick Bank time, the employee shall either return to work or submit a Sick Bank Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial thirty (30) working days. The Sick Bank Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial thirty (30) working days) from the sick bank.
- viii. Sick Bank Extension Applications shall be reviewed and approved or denied by the Sick Leave Bank Committee. An approved extension shall be granted for not more than sixty (60) working days, which amounts to ninety (90) working days of accrued time on the sick bank.
- ix. Upon the expiration of the ninety (90) working day interval, the employee shall either return to work or submit a second Sick Bank Continuing Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial ninety (90) working days. The Sick Bank Continuing Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial ninety (90) working days) from the sick bank.
- x. Sick Bank Continuing Extension Application shall be reviewed and approved or denied by the Sick Leave Bank Committee. An approved continuing extension shall be granted for not more than ninety (90) working days, which amounts to a total of one hundred eighty (180) working days of accrued time on the sick bank.
- xi. In no event shall any employee be entitled to draw more than one hundred eighty (180) consecutive working days from the sick bank.

- xii. Employees may apply for the withdrawal of up to twenty (20) sick days from the sick leave bank for the care of eligible family members, as defined by the FMLA.
  - xiii. The decisions of the Sick Leave Bank Committee regarding twenty (20) day withdrawals to care for family members are final and not subject to the grievance and arbitrations procedures under the Contract.
  - xiv. Retiring employees may donate up to twenty (20) sick days from their unused accrual to the sick bank.
- E. **Excessive Use of Sick Leave:** In the event the use of Sick Leave by a teacher becomes excessive and/or demonstrates an identifiable pattern, then said teacher shall be subject to the following procedure.
- i. Written notice of such use.
  - ii. If, after the issuance of written notice, the teacher continues in his or her excessive use and/or patterned use of sick leave, then said teacher shall be placed on a “probationary” sick leave status for a period of ninety (90) days, during which period all sick leave absences must be medically documented.
  - iii. In the event that following Article 5.1.E.i. and Article 5.1.E.ii. above, the teacher continues in his or her excessive and/or patterned use of sick leave, then said teacher will be subject to further progressive disciplinary action.
  - iv. The provisions of this subsection shall be subject to the grievance and arbitration procedure of this Agreement, applying a “just cause” standard.
- F. **Sick Leave Incentive:** Should all STU members achieve an STU-wide overall attendance rating of 95% in a given year, the work year for all STU members shall be reduced from 185 to 184 for the following year, without loss of pay. If the STU membership achieves the same attendance rating of 95% in subsequent school years, the work year shall remain at 184. If the STU membership does not maintain the same attendance rating of 95% in a subsequent year, the work year shall return to 185 days.

The 95% overall rating shall be calculated as follows:

STU bargaining unit members will achieve an attendance rating by reviewing their attendance from their date of hire (i.e., first day of work) in a given year through the last day in the teacher work year (i.e., total number of days in attendance divided by total number of possible days worked). All individual employee attendance ratings, for employees who are employed as of the last day in the educator work year, shall be averaged to arrive at the unit-wide overall attendance rating. The incentive must be earned as an entire group.

An absence shall be defined as a day that is a scheduled workday where an employee does not report to work or perform working duties from another approved working location.

The following types of absences will not count in the total tallied absences:

- Religious Holiday Observances
- Jury or Military Duty
- Bereavement
- Parental leave
- FMLA leave
- Approved extended contractual leave
- Sick days as a result of a personal injury caused by an accident or an assault occurring within the scope of the educator's employment

An employee will be considered absent when using paid sick leave, personal leave, and/or unpaid leave.

## **5.2 Leave With Pay**

### **A. Short Term Leave for Personal Business**

- i. Teachers will be allowed to utilize three (3) days per year for unrestricted personal business not taken before or after a holiday or vacation period. Three (3) school days written notice shall be given to the School Principal, or in the case of teachers assigned to multiple schools, to the building principal(s). The three day notice may be waived in extraordinary circumstances. Administration reserves the right to deny personal leave if the amount of personal day notifications on one day is in excess of 10% of the teaching staff in schools with greater than 30 Teachers; 15% in schools with 15-30 Teachers and 20% in schools with less than 15 teachers. This provision shall not apply to staff who work in multiple buildings and those staff members shall not be used in computing the building percentages. In those instances, personal days will be granted on order of receipt. Should a staff member require a personal day and be denied due to this provision, the day may be allowed for that Teacher by the building principal if the need for the personal day cannot be changed or rescheduled.
- ii. Unused personal days shall be converted to sick days and added to the employee's sick leave accrual at the beginning of the subsequent school year.
- iii. Personal leave shall not be granted for successive days nor on the school day before or after a holiday or vacation period except with the prior approval of the building principal.
- iv. Principals shall send a building-wide email to STU staff in their building, cc'ing the STU President, whenever their building reaches the maximum number of personal day notifications for a given day.

- B. **Sabbatical Leave:** Three-fourth (3/4) paid sabbatical leave for study may be granted following seven (7) years of permanent service, upon recommendation of the Superintendent, with the approval of the School Committee, up to a maximum of three (3) individual leaves per school year. A teacher who takes a sabbatical year for study should pursue a systematic course of study during the entire school year in residence under the auspices of an educational institution approved by the Superintendent of Schools, taking at least ten, three- hour courses up through the Masters level, or their equivalent. Such courses must be listed on the application for sabbatical. Teachers granted such leave must agree in writing that services following the leave shall be rendered in the Salem Public Schools for at least two school years, and that in default of completing such service, the teacher shall refund to the City of Salem an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered, as agreed, bears to the whole amount of service agreed to be rendered. All applications for sabbatical leave shall be submitted by the preceding April 1.
- C. **Short Term Military Leave:** Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.
- D. **Selective Service Tests:** Each teacher shall be granted their regular salary, without loss of pay, when required to be in attendance for a selective service examination, physical examination, or other tests required by the United States Government.
- E. **Service Credit for Leave with Pay:** Each teacher granted leave with pay shall, upon their return, be entitled to claim service credit for seniority, longevity, retirement, appropriate placement on the salary schedule and increments due to them in accordance with the length of their leave and progression requirements. Teachers on such leave shall be permitted to pay regular monthly contributions based upon earnable salary as a teacher for the period of such leave.

The Committee agrees to recommend to the State Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that teachers receiving such leaves of absence be permitted to pay regular monthly contributions based upon their earnable salaries as teachers for the period of such leave.

- F. **Leave for Conference, Conventions, etc.:** With approval of the School Committee, official delegates of the Salem Teachers Union shall be granted leave with pay to attend conventions of affiliated bodies, education conferences, or other functions which contribute to the advancement of educational welfare in the City of Salem.

- G. **Leave for Visiting Days:** With the approval of the Superintendent, each teacher in the Salem Public Schools may be allowed, without loss of pay, at least one (1) day per year for visiting other classes with- in or outside the city, for educational conferences or conventions.
- H. **Religious Holidays:** Time off, without loss of pay, will be granted for the observance of required holidays of any religious sect or belief, but not to exceed three (3) days in any school year.
- I. **Bereavement Leave:** Five (5) days bereavement leave without loss of pay shall be granted to teachers upon the death of anyone in the teacher's immediate family or anyone residing in the same household with the teacher. Immediate family shall include the teacher's spouse or life partner, child, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, parent-in-law, step-mother, step-father, step-child, step-grandchild, step- sibling or any individual or relative of the teacher or their spouse residing in the employee's house at the time of death or at the commencement of the final illness or accident. One-day bereavement leave without loss of pay shall be granted to teachers upon the death of the teacher's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.
- Bereavement Leave shall include five (5) days following a miscarriage.
- J. **Jury Duty:** Members of the Bargaining Unit who are called for jury duty shall be made whole for such service, less any compensation received by the employee. Every effort shall be made to schedule jury duty to non-school days. Employees shall submit proof of service to the School Department.
- K. **Paid Family Illness Leave:** Any member of the STU's bargaining unit who is required to provide care for an immediate family member with a serious health condition as defined by FMLA to care for a covered service member of the Armed Forces of the United States, as defined and described in the FMLA, and who has sufficient accumulated paid sick leave available to them for the purpose, and who satisfies the procedures required by the FMLA for taking such leave, may use not more than twenty (20) days of their accumulated paid sick leave in a 12-month period for what shall hereafter be called "family illness leave."
- L. **Family, Medical and Parental Leaves of Absence:** Teachers who have completed their probationary period may be eligible for leave when necessary due to a medical condition, to care for a new baby, or for adoption of a child. A teacher's eligibility for such leave and its duration is dependent on a variety of factors, including each employee's job requirements, length of service, union contract, specific reason for the leave of absence, and adequacy of required documentation pertaining to the leave request. Leaves may be paid, unpaid, or a

combination of paid and unpaid, depending on the circumstances as specified in this policy.

In addition, in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Amendments of 2008, as from time to time amended, full and regular part-time eligible school department employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours over the past twelve (12) months, may apply for an unpaid family medical leave. The 2008 Amendments offer a way to support family members of military personnel to be eligible for up to 26 weeks of job-protected leave in a twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of active duty. This leave may be taken intermittently when medically necessary.

All leaves above will run concurrently to the extent the employee's time off falls within the parameters of any of the various leaves of absence provided by this policy. For example, if an employee is eligible for an eight-week maternity leave, a twelve-week FMLA leave, and a twelve-month parental leave, all leaves will begin on the first day of the leave and run concurrently. Time off due to work-related injury will also run concurrently with any other applicable leave provided by this policy.

Approved family, medical, and/or parental leaves for teachers may be either paid or unpaid depending on the amount of accrued sick time available for each individual teacher.

All applications for family, medical, and/or parental leave shall follow the process out-lined in paragraph 12.

#### **M. Family and Medical Leave (FMLA)**

i. The purpose of family and/or medical leave is:

- To care for the employee's child within one year of birth, adoption or the initiation of foster care;
- To care for a child (who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability), a spouse, or a parent with a serious health condition;
- The employee's own serious health condition that makes the employee unable to perform their job;
- Qualifying exigencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee's son or daughter on covered active duty refers to a child of any age;

- Military caregiver family leave is to care for the spouse, parent, child, or next of kin of a service member who suffered a serious injury or illness while on active duty.
- ii. A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:
  - a period of incapacity or treatment connected with inpatient care;
  - a period of incapacity requiring absence of more than 3 calendar days from work or daily activities also involving continuing treatment by a health care provider;
  - any period of incapacity due to pregnancy or for parental care;
  - any period of incapacity due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy);
  - any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases);
  - a period of absence to receive multiple treatments for an injury or condition which would result in incapacity for more than three days if not treated (e.g., chemotherapy, physical therapy, dialysis).
- iii. FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. Example: if a teacher takes twelve (12) weeks of parental FMLA leave, either maternity, or parental leave and February vacation occurs during the leave, that vacation week does not count toward the employee's eligible twelve (12) weeks of FMLA leave.
- iv. If a married couple is employed by the District, they may take a combined twelve (12) weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for twelve (12) weeks each. Example: if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six (6) weeks due to their own serious health condition or to care for a parent with a serious health condition.
- v. When a leave is foreseeable, employees are required to complete the FMLA request forms for the requested leave as early as possible, and no later than thirty (30) days, prior to the beginning of the requested leave. If thirty (30) days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.
- vi. FMLA leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time for time needed to recover from a serious illness for themselves in order to receive pay during this leave, if they wish to do so. After an employee has used all eligible leave time, any remaining time of leave shall be unpaid.

- N. **Paid Family Illness Leave:** Any member of the STU’s bargaining unit who qualifies under the FMLA for leave in order to care for a spouse, child, or parent who has a serious health condition, or to care for a covered service member of the Armed Forces of the United States, as defined and described in the FMLA who has sufficient accumulated paid sick leave available to them for the purpose, and who satisfies the procedure required by the FMLA for taking such leave, may use not more than twenty (20) days of their accumulated paid sick leave in a 12-month period for what shall hereafter be called “family illness leave.”
- O. **Twelve-Month Period Defined:** The Salem Public Schools counts the twelve (12) month period for availability of leave under the FMLA by the means described at 29 C.F.R. 825.200(b)(3), viz., “[t]he 12- month period measured forward from the date any employee’s first FMLA leave [for approvable reasons] begins...” This calculation of the 12-month period for use of paternity leave, as described in paragraph Article 5.2.M.i, above, or family illness leave, as described in paragraph Article 5.2.M.ii, above, or both, as described in paragraph Article 5.2.M.iii, above, shall be that used by the Salem Public Schools to calculate FMLA leave.”
- P. **Parental Leave:** All members who have been employed by the school district for at least three (3) months are eligible for parental leave for the birth or adoption of a child. Massachusetts law requires employers with six or more employees to provide eight weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. All members are eligible for parental leave and members who are eligible for time under FMLA may receive a total of twelve weeks. Below outlines how members may be paid for some or all of this leave time.
- i. For calculation of the paid benefit and use of sick time as outlined below, the twelve-week period shall be utilized within the first 12 months after birth or adoption of a child. Parental leave must be taken consecutively to minimize disruptions, either in a single block or two blocks as follows:
    - Members may take up to two weeks at the time of the child’s birth or adoption, and subsequently schedule the remaining leave consecutively at another time within the twelve-month period.
    - Alternatively, members may opt to take their full leave consecutively in a single block within the twelve-month period.
  - ii. To support administrative planning, members shall notify Human Resources of their intent to take parental leave, including anticipated dates, at least three (3) months before the birth or adoption of the child, or as soon as reasonably possible if the member becomes aware of the need for leave within a shorter time frame. Members shall inform administration of the anticipated dates of the leave (including whether they

will be taking it all at once or in two blocks) when providing notice. Members shall not significantly deviate from the approximate leave dates except for unforeseen circumstances and must seek approval from administration for the change in dates.

- iii. All eligible members shall receive up to four (4) consecutive weeks of paid Parental Leave, not deducted from sick time.
- iv. All eligible members may take up to four (4) additional consecutive weeks of paid Parental Leave paid at 50% of their base wages on regular hours worked. Members may use accrued sick and/or personal leave to supplement the above compensation up to 100% of pay.
- v. Members may use up to four (4) additional weeks of consecutive accrued personal sick leave without providing medical documentation of continuing disability.
- vi. If both parents are employees of the Salem Public Schools, both members will be entitled to the full parental leave per this article.
- vii. When calculating the twelve-week period under this section of the contract, the full December, February, and April vacation weeks and the summer vacation period will not count towards the twelve weeks and the clock will toll during those periods. This does not include weeks where there is a weekday holiday (i.e. Thanksgiving week, Veteran's Day, Memorial Day, etc.). Those weeks shall count as full weeks per this policy. This provision mirrors the federal FMLA process.
- viii. The provision is prorated for less than full time employees according to their FTE.
- ix. Members on parental leave do not accrue any additional sick or personal days during the leave period.

The City of Salem does not currently participate in the Paid Family and Medical Leave (PFML) coverage offered by the state. Should the City of Salem vote to approve M.G.L. c. 175M (Paid Family Leave); the parties agree that this provision shall be null and void and agree to negotiate this section of the contract consistent with the benefits available under the paid parental leave law.

Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

**Q. Application Requirements for FMLA and Parental Leave:**

- i. **Procedure for Applying:** Employees requesting a family, medical, or parental leave must complete the FMLA leave request form found on the SPS website and submit it, along with any required medical documentation to the Human Resources Director.

- ii. **Notification Requirement:** Employees seeking a family or personal medical or parental leave of absence must, if the need for the leave is foreseeable, provide SPS with at least thirty (30) days of advance notice. If thirty (30) days notice is not foreseeable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, then the employee must give as much notice as is possible under the particular circumstances involved.
  
- iii. **Medical Certificate and Documentation:** Appropriate medical certification /documentation is required for all FMLA or Parental Leaves. Such documentation constitutes completion of whichever is the appropriate FMLA form identified below or submission of a letter, signed by a medical practitioner, outlining the nature of the illness, and anticipated duration of the leave.
  - Medical certification for Employee’s Serious Health Condition: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-E.pdf>
  - Medical certification for Family Member’s Serious Health Condition: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-E.pdf>
  - SPS retains the right to obtain a second or third option as well as a fitness for duty report to return to work.
  
- iv. **Return from Leave:** Employees on FMLA or Parental Leave are expected to return to work upon the conclusion of their approved leave. Employees may return to their previous position, if available, or if not, to a similar position.

**R. Extended Leaves of Parental/Child Care**

- i. Eligible employees/teachers may apply for an extended leave for Parental/Child Care for up to one year. Requests for extended leave must be made by April 1st for those leaves that will extend into the following school year and otherwise they must be made at least thirty (30) days in advance. Extended leaves may from time to time be granted for longer than one year, if by mutual consent of the principal, the employee, and Superintendent, it is deemed beneficial to appropriately staff a classroom for the following school year.
  
- ii. All appropriate and necessary medical documentation must be submitted. In addition, the procedures outlined in Article 5.2.Q above must be followed.

- iii. Employees/teachers may apply for an extended Parental/Child Care Leave for up to one year. If both parents are employed by the City of Salem/Salem Public Schools, the extended year of leave will be granted only to one parent, or both may split the equivalent of one year between them.
- iv. Extended leaves for parental/child care reasons shall be unpaid.
- v. Teachers must state the term of leave in the initial application. To the extent possible, teachers are encouraged to time their extended parental/child care leave with the timing of the school year. A member on extended parental leave shall plan to return to work at the beginning of an academic term, after a school vacation, or at the beginning of the next school year following that leave. Written notice of intent to return is required at least thirty days prior to the expected return date or by the dates outlined in section a, below, if the expected return date is in the following school year.
- vi. Employees on extended leave may return to work in their previous position, if mutual consent between the principal, the employer, and Superintendent are reached, or a suitable position, assigned at the discretion of the Superintendent, at the conclusion of their leave.

S. **Notification of Intent to Return:** For any extended leave expected to extend over the summer with a return date expected in the following school year, written notification of the employee's intent to return at the conclusion of their leave must be postmarked/received by April 1st. If such notification is not received by that date, the employee shall forfeit their rights to their previously held position and shall be assigned to a suitable position at the discretion of the Superintendent upon their return. A second deadline of July 1st shall be applied for those employees seeking an extended leave whose initial FMLA or Parental Leaves expire after May 1st. A teacher on an approved extended leave may not return during a school/year prior to their expected return date except to fill a vacancy or by the approval of the Superintendent. For the purpose of this section, a vacancy includes a position held by a substitute teacher, per diem or long term, but not by a non-tenured teacher under contract.

T. **Use of Time from Sick Leave Bank:** No time from the teachers' sick leave bank may be used for any portion of paid Parental Leave or paid Family Illness Leave,

### 5.3 Leave Without Pay

A. **General Leave:** Leaves of absence without pay may be granted on account of prolonged illness, needed rest, necessities of the home and allied reasons; or they may be granted to regular teachers who are not eligible for sabbatical leaves of absence for the purpose of professional improvement; or they may be granted to

regular teachers, other than those selected as exchange teachers, for the purpose of teaching in any school system in the United States; or they may be granted for any other activity which would, in the opinion of the Superintendent, contribute to the future benefit of the Salem Public Schools. The salary status of a regular teacher on leave of absence without pay remains unchanged during the period of leave.

- B. **Leaves for Union Service:** Teachers who are officers of the Union or who are appointed to its staff may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the Union. Teachers granted leaves of absence without pay shall, upon their return, receive service credit toward longevity, seniority status, placement on the salary schedule and salary increments. Further, the Committee agrees to recommend to the State Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the teachers receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as teachers for the period of such leave. Requests for leaves granted under this section shall be initiated by the Union for Union service, and/or special study, research or similar relevant purposes to enhance the knowledge and competency of the Union in administering its responsibilities.
- C. **Military Service:** Each teacher shall be granted a leave of absence for military service, without pay, for the duration of compulsory service. A teacher granted such a leave shall, upon his return, receive service credit toward seniority, retirement, longevity, and appropriate annual salary and increments.

#### **5.4 Involuntary Leaves of Absence**

Employees who are terminated from employment in accordance with Article 7.9, shall be entitled to an involuntary leave of absence in accordance with the following:

- A. **Waiver of Hearing:** rights under Massachusetts General Law, Chapter 71, Section 42, which, if accepted by said employee, and in consideration thereof, the Committee will grant said employee an involuntary leave of absence, without pay, for the period of time and under the conditions as set forth in Article 7.9.
- B. **Maintenance of Benefits:** Any teacher granted an involuntary leave of absence, as set forth in Article 5.4 above, shall upon his or her return be entitled to all rights and benefits held at the time of the commencement of the leave.
- C. **Health Insurance:** It is the understanding of the School Committee that individuals who are granted an involuntary leave of absence under the provisions of Article 5.4 above will be entitled to retain their health insurance coverage, providing said employee assumes total cost of said coverage.

## **ARTICLE 6: WORKLOAD, WORK DAY, WORK YEAR**

### **6.1 Class Size (Excluding Vocational High School)**

- A. The School Committee will establish and maintain the following class sizes:
  - i. The system-wide class size average in grades kindergarten through five shall not exceed 25 pupils per teacher. In no event shall any kindergarten through fifth-grade class- room exceed 28 pupils. Such class size is defined as the total number of students in regular classrooms divided by total number of regular classroom teachers.
  - ii. Middle Schools: 20-30 pupils
  - iii. Senior High School: 20-30 pupils
- B. An appropriate number of regular teachers will be hired to make possible the aforementioned class-size maxima.
- C. Every effort will be made in order that the English teachers at the High School shall not be responsible for more than 125 students per teacher.
- D. Whenever possible, classes of Family and Consumer Science, Business Machines, Language and Science Labs, and Technology Education shops shall have a class-size maximum of 18 pupils.
- E. Special Education class sizes, caseloads, and staffing ratios shall be maintained within applicable state regulations found at 603 CMR 28.06(6-7).
- F. The Committee will make best efforts to have equitable class sizes within grade level, section and/or courses across the district.
- G. Class sizes within Career and Technical Education classes shall be limited to the number of student work stations available in the respective class.

### **6.2 Recess Staffing**

At the elementary level, there shall be a 1:35 ratio of employees: students during recess at all times.

### **6.3 Teaching Load; Teacher Programs**

#### **A. Definitions**

- i. “Teaching Periods” are those periods in which the teacher is actively involved with the pupils in the act of teaching and has participated in the planning of the instruction to be conducted.
- ii. “Homeroom Classes” are those in which the students assemble in the morning, at lunch time, and at the close of the day for administrative

purposes. The time involved is usually a short period and is known as the “homeroom period.”

- iii. “Administrative Periods” are those periods during which the teacher is programmed for an activity other than teaching.
- iv. “Preparation Periods” – all those periods during which a teacher is not assigned to a regularly assigned responsibility. Preparation time shall be directed by teachers with the expectation that teachers will use these periods for educational planning, team meetings and parental contact.
- v. “Common Planning Time” – Designated time that is set aside for teachers to work with peers. All common planning time goals and outcomes will be directed by the administration.
- vi. Team Planning time at the High School is defined as that time a teacher is assigned to meet with other members of the team to prepare and develop the cluster activities or to discuss other relevant issues such as organization, pupil problems and/or curriculum concerns. Such team planning time shall occur during administrative periods only.

## **B. Part-Time Positions**

- i. All part-time and more than full-time teaching vacancies shall be advertised/posted as are other positions, including the amount of teaching time and certification(s) required.
- ii. Preparation time is mandatory for all part-time teaching positions commensurate with the preparation time at the school and additional preparation time shall be prorated based upon the teaching requirement of the position.
- iii. All part-time teaching positions require that the teacher attend, without additional compensation, a prorated amount of faculty meetings, District sponsored Professional Development, parent- teacher nights.

## **C. Grades 9-12**

- i. A full teacher schedule consists of a maximum of five (5) teaching blocks, two (2) preparation blocks and one (1) administrative block over an eight (8) block cycle. Teachers will be guaranteed at least one (1) preparation period per day.
- ii. In a full five (5) day week, the High School daily schedule shall consist of four (4) days of six (6) periods of equal length and one day of eight (8) periods of equal length. All days will have a thirty (30) minute duty-free lunch.

- iii. During a full five (5) day week, there shall normally be four (4) administrative periods. At least one (1) of the full length administrative days shall be for teacher led common planning time, at least one (1) of the full length administrative periods shall be for administrator led/coaching, and up to two (2) shall be for duties.
- iv. In addition to the class periods outlined above, a “flex” block may be inserted into the schedule, not to exceed one hundred twenty (120) minutes per week. During a “flex” block teachers will not be responsible for lesson preparation and planning or grading associated with the “flex” block. Educator expectations related to attendance shall be limited to taking student attendance and reporting it in ASPEN (or other similar education management software as provided by the EMPLOYER).
- v. Whenever possible, first year teachers will not be required to teach more than two (2) teaching preparations at any one time.
- vi. No members of the staff shall be required to teach more than three (3) preparations at any one time.
- vii. Teachers who agree to take on additional teaching/administrative blocks beyond what is previously mentioned in the paragraph above shall receive regular compensation equal to (1/8) times their appropriate placement upon the basic salary schedule for each additional block they are assigned in lieu of a preparation block. Teacher approval is required on any additional assignments. Teachers teaching extra classes in lieu of an administration or preparation period shall complete and submit a form so indicating.
- viii. The parties acknowledge that the contractual work day at Salem High School may need to be extended in order to accommodate the increased passing times associated with the move away from block scheduling. Should the day be extended beyond the contractually outlined work day, employees will no longer be responsible for “day back” requirements. Under no circumstances will the work day be extended by more than seventy-two (72) minutes per week.
- ix. The Parties shall form a Joint Labor-Management Committee (JLMC) to begin in the fall of 2024 for the 2024-2025 school year regarding the High School schedule, to address inequities that exist within the current schedule, and to discuss the maximum number of preparations to be assigned to various groups of High School Teachers. The Parties agree to bring the recommendations of the JLMC back to the negotiating teams for further negotiations.

#### **D. Middle School**

- i. For the 2024-2025 school year, administration will make best efforts to provide Middle School Teachers with two hundred and sixty (260) minutes per week of preparation time. Starting in the 2025-2026 school year, preparation Periods and Administrative Periods for Middle School Teachers shall be provided with two hundred sixty (260) minutes preparation time per week and shall be assigned one hundred fifty (150) minutes of administrative time per week.

**E. Elementary School**

For the 2024-2025 school year, the administration will make best efforts to provide PreK-5 teachers with at least two hundred (200) minutes of preparation time per week with at least thirty (30) minutes per day. Starting in the 2025-2026 school year, every elementary teacher (Pre K-5) including resource room teachers shall be provided with at least two hundred (200) minutes preparation time per week, with at least thirty (30) minutes per day. Teachers shall be present during demonstration lessons given by Supervisors. To the end of enriching curriculum, improving teaching service and providing preparation periods, the School Committee shall add needed teaching specialists as it deems necessary.

**F. Service Provider Preparation Time**

For the 2024-2025 school year, administration will make best efforts to provide Service Providers (OT, PT, SLP, etc.) with at least two hundred (200) minutes of preparation time per week with at least thirty (30) minutes a day. Starting with the 2025-2026 school year, Service Providers shall be provided with at least two hundred (200) minutes of preparation time per week, with at least thirty (30) minutes per day.

**G. Early Childhood Center Discretionary Time**

Members at the ECC will be provided with a minimum of 160 minutes of prep time per week. Effective for the 2025-2026 school year: there are two hundred and fifty (250) minutes of discretionary time available over the course of the week after the student day. The Parties agree that approximately fifteen (15) minutes each day staff will assist with bus dismissal and/or safety issues at the end of the day, and of the remaining 175 minutes, members may use that time for the following school specific purposes: report writing, tasks specific to testing, report cards, planning, parent communication or any other school-related task.

**H. Teacher-Therapist Planning Time**

Teachers, related service providers, and paraprofessionals shall be provided with up to two (2) hours, during the professional development work days prior to the start of the school year, to meet to discuss students on their respective caseloads for the upcoming year. Principals shall arrange for the scheduling of these hours.

**6.4 Duty-Free Lunch Period**

All teachers shall be granted a duty-free lunch period of 30 minutes.

## **6.5 Relief from Non-Teaching Duties**

- A. Duties of teachers shall not include traffic duty, school banking, and money collections, except, however, when an emergency arises, teachers may be required to assume the aforementioned duties, but only after mutual agreement between the President of the Union and the Superintendent of Schools or their designees.
- B. Collections for pictures and insurance money shall be the responsibility of the companies involved.
- C. All administrative duties shall be annually rotated.

## **6.6 Length of School Year**

The regular term of all day schools shall constitute 180 school days. Starting in the 2025-2026 school year, the work year for employees may begin no earlier than the Monday prior to Labor Day.

- A. The school district is responsible for timely communication in regards to the start of the year. The Salem Teachers Union president must receive written confirmation of the upcoming start date by May 1st of the previous school year if possible, and no later than May 15th, unless otherwise negotiated. However, 185 school days shall be scheduled in the School Calendar; such 5 additional days may be utilized by the Committee to insure the attainment of the required 180 days aforementioned. School sessions shall be suspended on Saturdays, Sundays and the following holidays and vacations: Indigenous Peoples' Day; Veteran's Day; Thanksgiving Recess (from an early release on the Wednesday prior to Thanksgiving following the district's posted early release schedule until the following Monday); December Recess (beginning no later than the close of school on December 23 and ending no sooner than January 2); Martin Luther King Day; Winter Recess (the week of Washington's Birthday); Spring Recess (the week of Patriots' Day); Memorial Day; and Juneteenth (when school is in session). Whenever any of the aforesaid holidays falls on a Sunday, schools shall not be in session on the following Monday.
- B. In an effort for all staff to be included in the democratic process and to increase civic engagement, the dates of all federal, state, and municipal general and preliminary elections shall be included as "dates to avoid" on the district's calendar. The Administration will make best effort to not schedule district or school sponsored events after school hours on "dates to avoid."
- C. Unless otherwise specifically set forth in this Agreement, the regular work year for all members of the Bargaining Unit shall be one hundred eighty-five (185) days. The five (5) additional days beyond the student school year shall be dedicated to "professional development."

- D. There is hereby established a joint professional development committee consisting of six union members and six school administration members, for purposes of making recommendations to the Superintendent concerning the nature and content for such days, with the goal of creating content based, appropriate, and effective professional development.”
- E. The Employer shall create a professional development plan and distribute to employees prior to the start of the school year.

**6.7 Length of School Day**

**A. Elementary Schools**

Effective 2025-2026 School Year the standard student day and work day shall be amended as follows:

<u>Early Childhood Center</u>	<u>Elementary Schools</u>
Student Day: 6 hours, 5 minutes	Student Day: 6 hours, 35 minutes
Work Day: 6 hours, 55 minutes	Work Day: 6 hours, 55 minutes

**B. Middle School**

\* Effective 2025-2026 School Year the standard student day and work day shall be amended as follows:

Middle Schools  
 Student Day: 6 hours, 45 minutes  
 Work Day: 6 hours, 55 minutes

**C. High School**

\* Effective 2025-2026 School Year the standard student day and work day shall be amended as follows:

High Schools  
 Student Day: 6 hours, 50 minutes  
 Work Day: 6 hours, 55 minutes

*\*Middle School & High School teachers may be required to work beyond the 6-hour, 55 minute work day in order to assist with dismissal for a period of 90 school days. The average length of an employee’s work day, throughout the year shall not exceed 6 hours, 55 minutes.*

**D. Teacher Meetings**

- i. Teachers may be required to remain after the end of the regular work day to attend a reasonable number of departmental, individual school or

system-wide staff meetings (which shall not include special help or assistance at student corrective remedial interviews) each school year. Such meetings shall not exceed, in the aggregate, twenty-five (25) hours in the school year. Said meetings at the high school shall not extend beyond one hour and thirty minutes after the conclusion of the student school day. The Employer shall provide the meeting schedule for the whole work year prior to the first student day. Employees will be given at least two (2) weeks notice of meetings lasting longer than one (1) hour. In case of extraordinary programs or the introduction of and/or implementation of new programs in the system, the requirements of this section may be waived by mutual agreement of the parties.

- ii. Teachers may be required to attend three (3) evening meetings of no longer than two (2) hours duration for each meeting. Said evening meetings shall not be counted as part of twenty-five (25) hours referred to in Sub-paragraph i above. Attendance at other evening meetings or functions shall be at the discretion and responsibility of the individual teachers.
- iii. Except in an emergency, Individual Education Plan and parents meetings for special education students shall not be scheduled by the District before or after the teacher work day, nor during the lunch and/or preparation periods of any teacher involved in said meetings. In the event that such meetings are scheduled before or after the teacher work day, any teacher required to attend shall be given at least five (5) calendar days notice thereof and shall be guaranteed a minimum of one (1) hour pay at the contractual hourly rate and compensated on a pro rata basis for attendance beyond one (1) hour. In cases of an emergency, a teacher who is required to attend such a meeting during their preparation period and/or lunch period, shall be compensated at the contractual hourly rate for time spent at said meeting.

#### **6.8 Service Provider & Special Education Vertical Team**

Related Service Provider Vertical Team: Special Education and Program Administrators will schedule quarterly meetings that the following members may attend: Psychologists, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, BCBA's, school adjustment counselors and special educators. The purpose of these meetings is to review related service caseloads, evaluation numbers, and any program or related service issues that arise, including, but not limited to determining when a member requires assistance with evaluations or assistance with an inequitable workload.

#### **6.9 Classroom Setup Time**

All employees shall be provided with three (3) consecutive hours, during the professional development work days prior to the start of the school year, to set up their classrooms, shops and workspaces prior to the start of the student year. Principals shall arrange for the scheduling of these hours.

## **ARTICLE 7: WORKING CONDITIONS**

### **7.1 Health and Safety**

- A. The employer shall annually inspect and treat, if necessary, each worksite for hazardous conditions.
- B. There shall be a Joint Labor-Management Committee on Safety/building security to discuss safety concerns of the employees and the Employer to make recommendations on safety issues and develop safety protocols and trainings. The committee shall meet twice per year and be comprised of two (2) management representatives appointed by the Superintendent and two (2) Union representatives appointed by the Union President.
- C. The Employer shall schedule at least one (1) training per year to address safety concerns identified by the Joint Labor-Management Committee on Safety and/or the concerns identified by the Safety Survey. The training shall be offered to all bargaining unit employees and all shall be compensated for any hours spent at the training outside of the contractual workday
- D. The Employer shall make a reasonable effort to maintain filtered water dispensers to support clean water in each school.
- E. Where possible every class shall be held in a properly heated, lighted, ventilated, sound- proofed and equipped classroom
- F. The Employer shall make the City's Employee Assistance Program available to bargaining unit members
- G. One Union designee shall be included on the district-wide Safety Team.

### **7.2 School Facilities and Supplies**

- A. Every school building shall have at least one teachers' lounge which is kept clean and provided with suitable furniture when and where possible.
- B. Mailboxes for teachers shall be provided in all schools.
- C. Sufficient electrical outlets shall be provided and properly placed in all classrooms where possible.
- D. Individual teachers are not obliged to underwrite activities with personal funds.
- E. Where possible, facilities for a library collection for reference and circulation shall be provided in all schools. Each building principal will solicit feedback from the teachers and staff to acquire and maintain a culturally responsive library collection. New items shall be communicated annually to bargaining unit employees so that they may consider how to diversify their lessons.

- F. The Employer shall provide bargaining unit employees with supplies to educate the students of Salem. Basic supplies (paper, pencils, pens, etc.) shall be kept on hand, at each worksite, at all times.
- G. All employees shall be provided with technology to perform their job responsibilities such as assisting students to complete work on technology and contractual employment obligations, such as viewing evaluation materials on TeachPoint.

### **7.3 Scholarship Standards: Curriculum**

- A. Determinations with respect to the kinds of teaching materials purchased shall be made solely by academic personnel with the approval of the School Committee.
- B. If possible, delivery of all books and supplies for the following year shall be made in June and teachers shall be notified two months before the close of school in June concerning supplies and materials which are denied.
- C. Teachers and department heads shall receive notice when a curriculum committee is to be established. Teachers will be solicited to submit recommendations in their area of education. Proposed major revisions in curriculum shall be sent to all impacted teachers for comment before they are adopted.
- D. The parties agree to continued consultation with a view to choose materials to reflect the demographics of the district, the district's priorities, and the district's strategic plan..
- E. There is hereby established an "Educational Committee" which shall consist of three members appointed by the Union and three members appointed by the Committee. Said committee shall study and make recommendations as to education issues affecting the school system which shall include, but not be limited to, the following:
  - i. Textbook selection and review;
  - ii. Student promotional and graduation requirements;
  - iii. Formulation and implementation of plans for computer instruction and in-service training for teachers in the use of computers.
- F. Except in extraordinary circumstances, teachers shall be given written notice of their school, grade, class, and/or subject assignment by the close of school of the preceding school year.

### **7.4 Regional School Cooperation**

The District will work with other Massachusetts school districts to provide opportunities for students in Salem and students for other school districts to enroll in electives at other Massachusetts public high schools (including Salem High School). The enrollment of students from other Massachusetts public high schools

in electives at Salem High School will not exceed the agreed to class size limitations per Article 6.1.

### **7.5 Supervision/Evaluation**

- A. All observations of teaching performance shall be conducted personally by the administrator evaluating the teacher and with full knowledge of the teacher. The evaluation of teachers shall take place in accordance with the Salem Educator Evaluation System attached hereto, identified as Appendix F and made a part hereof.
- B. An unsatisfactory rating may be grieved.
- C. In the case of an unsatisfactory rating, the person or persons making the rating must have observed the non-professional status teacher in classroom performance at least six (6) times during the preceding year. A single visit shall be of approximately thirty (30) minutes.
- D. The Superintendent of Schools, together with the School Administrators, shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or Supervisor as they affect the teachers. When teachers are responsible to more than one Supervisor they shall be advised by their Principal of the exact division of such responsibility. The job descriptions of these administrative and advisory positions as they relate to teachers shall be made available to teachers and other members of the staff.

### **7.6 Information at the School Level**

- A. All official circulars shall be posted on school bulletin boards for the inspection of teachers and shall be made available to teachers on request.
- B. A copy of current teaching programs, non-teaching assignments, administrative and preparation periods shall be available at each school.
- C. Teachers' schedules shall be sent to the Union President and the individual teacher by August 1st preceding each school year. Employees who will be expected to teach a new course and/or grade level shall be sent their schedule no later than June 30th to the extent possible and subject to change based on unforeseen circumstances, enrollment changes and budgetary needs.

### **7.7 Teacher Files**

The School Department shall make every reasonable effort to insure privacy of all teacher files including files stored digitally. The official teacher files in the school system shall be maintained under the following circumstances:

- The teacher shall be permitted to examine his file upon request. There shall be only one file on a teacher.

- The teacher shall be permitted to reproduce the material in their file.
- The teacher shall receive prior notification in writing before any addition can be made to their file.
- The teacher shall have the right to comment on any material filed, and their comment shall be attached to the file.

## **7.8 Seniority**

The School Department shall annually prepare and supply the Union with a seniority list which indicates the member's start date in the Salem School Department and current assignment.

Seniority shall be defined as the length of service in the Salem School Department. Time on an unpaid leave of absence (except for union business and military leave under Article 5.3 (B) and (C)) shall not count toward seniority. Employees who move into an administrative position for a period of less than one (1) year, and then return to the bargaining unit, shall maintain their seniority as of when they left the bargaining unit.

All Summer School teaching assignments will be rotated annually according to seniority, certification and current assignment in the Salem School System.

## **7.9 Reduction in Force**

If it should become necessary to terminate employees covered by this contract in case of a decrease in pupil enrollment, the following criteria will be observed:

- A. The Committee recognizes the service and longevity of teachers as evidenced through their experience and seniority. At the same time, the Committee acknowledges that other factors such as performance as evidenced by a history of proficient evaluations are also highly valuable factors when considering the retention of teachers. In making a decision regarding the layoff or reduction in force of a teacher(s) with professional teacher status, the Superintendent shall consider the following factors:
  - i. Teachers without professional teacher status will be laid off before teachers with professional teacher status.
  - ii. For teachers with professional teacher status, a review of evaluation ratings over the previous six (6) years or the equivalent number of years of the least senior teacher within the group will be conducted to identify those who may be subject to layoff. The review will consider the following factors:
  - iii. Teachers who have been rated unsatisfactory shall be considered for layoff first.

- iv. If there are no teachers who have been rated unsatisfactory, teachers who have been rated needs improvement shall next be considered for layoff.
- v. In all cases, seniority shall be considered the tie-breaker among teachers within each category.
- vi. In cases where all teachers are rated proficient, the rule of seniority, only as a tie- breaker, shall apply in determining a layoff.
- vii. Other factors that are in the best interest of the student body may be considered prior to seniority, including but not limited to:
  - Dual licensure in key areas
  - Any required licensure endorsement such as SEI or special education endorsement.
- viii. Rehiring shall also be based on seniority; i.e., the person whose service was terminated last shall be the first re-employed. In the event of a layoff, a recall list will be established. Any teacher on said list who refuses a full-year position shall be dropped from the list. Any individual shall not remain on the list for more than two (2) years. In the implementation of this provision, when a vacancy occurs that would result in an increase of staff (replacement or addition), the Committee could make voluntary transfers, but would agree that those transfers or reassignments would not result in a failure to recall the individual who would have been recalled to fill the original vacancy.

**7.10 Cooperating Teacher**

Acceptance of a teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided.

**7.11 Discipline Code**

The parties agree to the establishment of a joint committee to prepare a discipline code for the Salem School System. The committee shall submit the text of such a code for consideration by the parties.

**7.12 Safety and Health Standards**

Where possible primary grades shall be located in classrooms on the first floor of school buildings.

**7.13 Hiring of Substitutes**

- A. Substitutes shall be hired to cover classes of regularly-assigned teachers when they are absent.
- B. In situations where substitutes are not provided, teachers assigned to perform the duties of the absent teacher shall be compensated at the contract hourly rate as set

forth in Article 3.4. At the beginning of each school year, principals and employees shall collaborate on a method for the equitable assignment of substitute teaching assignments.

Regularly-assigned Teachers are expected to maintain lesson plans and to have alternate lesson plans available for any substitute to implement when providing coverage for their class(es).

**7.14 Teacher Resignation or Retirement**

Teachers intending to resign or retire shall notify the Superintendent, in writing, at least four (4) weeks prior to the date that said termination is to take effect. It is the consensus of the parties to this Agreement that teachers should not resign without due notice to the Administration to allow it a reasonable time prior to the summer months for the hiring of a replacement, and, whenever possible, the teacher's notification of termination in any one year should be filed before February 1st of the year in which the termination is to take effect.

**7.15 In-Service**

A diversified program of in-service training shall be provided for all teachers.

**7.16 Grade Reporting**

- A. Teachers shall not be required to submit end-of-term grades sooner than three (3) full school days after the close of the marking period.
- B. Teachers shall not be required to submit five-week progress reports sooner than three (3) school days after the close of such marking periods.
- C. The parties acknowledge the educational benefit to regular and timely feedback. Teachers shall be responsible for entering grades into the online grading system within seven (7) school days of submission. Sufficient additional time shall be allowed for the grading of written assignments such as reports and papers.

**7.17 Grade Configuration**

In the event that the current grade configuration of K-5, 6-8, 9-12 is changed, the parties will meet and negotiate the impact of such change.

**7.18 Professional Conduct**

The parties agree to act at all times in such a manner as to assure proper dignity and respect to both teachers and Administrators.

**7.19 Operations Committee**

Each building shall annually elect representatives (Two (2) members of the teacher bargaining unit and one (1) member of the PSRP bargaining unit) to participate in an Operations Committee. The Operations Committee shall meet regularly with building management to discuss operational (building logistics/routines, facility, adult/student culture and communications) concerns.

The EMPLOYER shall make every effort to have this committee meet during the normal school day. In the event the meeting during the school day presents logistical problems, employees shall be compensated for any hours spent at any meeting that was outside of the contractual workday

#### **7.20 Teacher-Leader Fellowship Program**

- A. The Employer shall maintain a program to mentor bargaining unit members, who wish to enter school leadership positions.
- B. The Committee agrees to pay up to \$1500 towards tuition at Salem State University (or other District approved college or university) for participation in the Teacher Leader Certification program. The \$1500 of funding related to this program is not considered to be part of the tuition reimbursement pool found in Article 7.21 of this Agreement.
- C. The goal of the program is to support career advancement within the current STU membership and to support diversity within the Salem Public Schools.
- D. All members are encouraged to apply to this program. The teachers will be selected by the Superintendent or designee with a focus on diverse candidates. A minimum of one (1) applicant will be accepted each year, to ensure the continuity of the program, provided the continued participation of University partners. Additional selections of teachers for participation in this program is at the sole discretion of the Superintendent or designee and shall not be subject to the grievance procedure; however, the Employer agrees to fund at least one applicant each year. The parties acknowledge the importance of developing leaders within each school community and will strive to achieve equitable participation in the program from among the district's schools.
- E. The participating teachers will be required to pay for the cost of books and/or any other fees (with the exception of \$1500 towards tuition) associated with the program. Teachers may also seek reimbursement for tuition and fees in excess of the \$1500 via Article 7.21 of this Agreement. The awarding of credit for participation in the program will be the sole responsibility of the college or university.
- F. The parties acknowledge the mutual benefit of internal leadership development and will strive to place program participants in positions of increased responsibility and to support the career advancement of program participants.

#### **7.21 Tuition Reimbursement**

- A. All teachers are eligible for course reimbursement for courses taken at an accredited college or university. Total reimbursement allowed for tuition and fees per course shall be the equivalent of in-state tuition and fees for a three credit course at Salem State University.

- i. The maximum amount to be expended shall be eighty thousand dollars (\$80,000). This amount shall cover regular tuition reimbursement as well as incentive payments.
- ii. **Incentive for courses related to High Needs Students and District Needs:** Salem must ensure all existing core academic teachers with at least one English Language Learner obtain SEI endorsement according to the requirements as determined by the Department of Education, and since ELL students are a growing population in our district, SPS views this as a priority. SPS is also committed to supporting teachers in taking courses related to high need students or other key needs of the district.

While it is a professional responsibility of individual teachers to maintain required certifications and endorsements and additional courses on their own, SPS will offer an additional incentive of \$500 (above and beyond the total allowed course reimbursement) to those who go beyond the minimum required DESE endorsement to obtain additional credits from a list of courses that relate to priority topics and high need population in Salem Public Schools. The Superintendent will publish a list of courses/parameters that are eligible for this benefit by May 1st of every year. Teachers will be eligible for a maximum of 2 courses within a single school year for this incentive.

If the employee leaves the district within the first 3 years after having received compensation for a course, the teacher shall return to the district payment equivalent to the total of all tuition reimbursement and incentive reimbursements received during the three years prior to taking the last course. Any tuition and/or incentive payments that were disbursed within the last three years from the date of termination/resignation will be returned to the district.

- iii. Teachers will be paid in full for their first course, unless the total cost exceeds the maximum amount in which case, the teachers shall be reimbursed proportionately. Tuition reimbursement shall be disbursed in the order in which requests are received, subject to approval, until the cap is met.
- iv. The tuition reimbursement year shall be July 1 to June 30.
- v. Requests for reimbursement shall be submitted to the Superintendent of schools or to their designee for approval, prior to the taking of the course. Such a request shall be submitted upon a form provided by the Superintendent of Schools. Teachers are responsible for submitting all of the information on the tuition reimbursement form before the course is approved. Any course that commences prior to approval shall not be eligible for reimbursement. Written notification of course approval shall occur within two (2) weeks of submission.

- vi. Teachers must receive a B, or better in order to qualify for reimbursement. Proof of the grade must be submitted prior to the award of reimbursement.
- vii. Proof of course completion and proof of payment (tuition and obligatory fees) must be submitted no later than 30 days after completion of the course. Evidence of satisfactory completion of course at an accredited institution of higher /learning and a signed statement by the applicant indicating any and all rebates, discounts, scholarships or other means by which his or her actual tuition costs were reduced shall also be required. In no event shall reimbursement for tuition and obligatory fees for any course exceed the net costs to the applicant. Reimbursement shall be made within thirty (30) days of receipt of evidence of payment and a transcript from the institution of higher learning indicating satisfactory completion of the course per (Article 7.21.A.vi) above.

**7.22 Testing/Meeting Space**

Each school shall provide confidential space for student testing, evaluation of students, and for virtual meetings.

**7.23 Student-led Parent Conferences**

During the 2024-2025 school year, each building shall form a joint labor-management committee in collaboration with the school site council to discuss and issue guidance related to student-led parent conferences. Each school may be expected, during contractual time, to conduct student-led parent conferences during the 2025-2026 school year. The parties shall meet to negotiate over the continuation of these conferences prior to the conclusion of the 2025-2026 school year.

**ARTICLE 8: TRANSFERS AND VACANCIES**

**8.1 Application for Promotion**

- A. When vacancies occur in positions other than that of classroom teacher, notice of such circumstance shall be circulated by the Superintendent to all Administrators and be posted on the appropriate school bulletin board by the Principals.
- B. Qualifications, requirements, duties, salary and other pertinent information shall be categorically set forth in the Superintendent's notice.
- C. All applications shall be considered.
- D. When other factors are the same among a number of candidates, seniority in the School Department may be considered.
- E. Such applications shall be in writing and shall set forth the position for which, and the basis on which, the applicant solicits consideration. Reasonable time should be allowed for such submission of bids. A minimum of ten (10) school days

following receipt of the notice from the Superintendent shall be given to file qualifications.

## **8.2 Transfers**

Preference shall be given to teachers certified in that area and who are currently assigned to that building.

- A. Teachers may request a transfer from one position to another whenever a vacancy is posted that is of interest to them and for which they are qualified. All vacancies shall be posted by electronic means for a minimum of ten (10) days to ensure that existing employees have adequate opportunities to review the job posting and apply. Internal candidates may apply at any time and hiring managers will consider all internal candidates who have applied prior to making the final hiring decision.
- B. A list of all staff members shall be given to the Union President by August 31 of each year.

## **8.3 Involuntary Transfers**

- A. All involuntary transfers of members of the Bargaining Unit shall be for cause.
- B. In the event of such a transfer, the principle of seniority, in combination with other criteria, shall be utilized.

## **8.4 Job Postings**

Job postings shall set forth the qualifications, requirements, duties, number of hours, salary and other pertinent information. An abbreviated version of all job postings shall also be posted in Spanish.

# **ARTICLE 9: GRIEVANCE PROCEDURE**

## **9.1 Purpose**

It is the declared objective of the Parties to encourage the prompt and informal resolution of teacher complaints at the lowest organizational level. Teachers subject to this Agreement shall be excused from duty at a mutually agreed upon time, without loss of pay, in the processing of a grievance. Any teacher or the Union shall have the right to present a grievance and have it promptly considered on its merits.

## **9.2 Definition**

A “grievance” shall mean a complaint (1) that there has been, as to a teacher, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; or (2) a violation of any provision of an innovation school plan; or (3) that a teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, as related to this document, except that the term “grievance”

shall not apply to any matter as to which the Committee is without authority to act. As used in this article, the term “person” or “teacher” shall also mean a group of teachers having the same grievance.

### **9.3 Adjustment of Grievances**

Grievances of employees within the Bargaining Unit shall be presented and adjusted in the following manner.

**Step 1:** A teacher or their Union Representative may, either orally or in writing, present a grievance to the Principal or Director within a reasonable time, normally within thirty (30) school days after knowledge by the teacher of the facts giving rise to the act or condition which is the basis of his complaint. The teacher and the Principal or Director of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the teacher may present the grievance personally or they may be represented by a Union Representative; but where the teacher is represented, they must be present. Whenever a grievance is presented to the Principal or Director by the teacher personally, the Principal or Director shall give the Union Representative the opportunity to be present and state the views of the Union. Where there is no building representative, another qualified designee of the Union shall represent the Union. The Principal or Director shall convey their decision in writing to the aggrieved teacher and the Union within five (5) school days after receiving the complaint.

**Step 2:** If the grievance is not resolved at Step 1, the aggrieved teacher and/or the Union may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after they have received the Step 1 decision. The appeal shall include:

- Name and position of grievant;
- A statement of the grievance and facts involved;
- The corrective action requested;
- Name of Union Building Representative or Union’s designee of Step 1;
- Signature(s) of grievant(s), Union Building Representative or Union designee.

The Superintendent shall hold a meeting with the aggrieved teacher(s) and the Union within five (5) days of receipt of the grievance, and shall notify the aggrieved teacher(s) and the Union at least two (2) school days prior to the meeting. The aggrieved teacher(s) shall be present, except that they need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Principal may be present at this conference and state their views. The Superintendent shall communicate their decision in writing within five (5) school days of the meeting to the teacher(s) and the Union.

**Step 3:** An appeal of the foregoing step may be made in writing by the teacher(s) or the Union to the Committee for review within twenty (20) school days after the decision of the Superintendent has been received. The Committee shall meet with the aggrieved teacher(s) and a Union Representative within ten (10) school days after receipt of the appeal. The Superintendent and the Principal may be present at the meeting and state their view. The aggrieved teacher(s) and the Union shall receive at least two (2) school days' notice of the meeting and be given an opportunity to be heard. The Committee shall notify the aggrieved teacher(s) and the Union in writing of its decision within five (5) school days after the hearing.

**Step 4:** It is the express intent of the parties hereto that the arbitration procedures defined below be limited to matters set forth in Article 9.1—Grievance Procedure. Definition. No other subject, direct or collateral, shall be attributable except by a mutual written agreement signed by the Union and the Committee.

A grievance, which was not resolved at Step 3 under the grievance procedure, may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed not later than fifteen (15) school days after denial of the grievance at Step 3 under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue their written decision not later than thirty (30) school days from the date of the close of the hearings. The decision of the arbitrator shall be accepted as final by the Parties to the dispute and both will abide by it.

The School Committee agrees that it will apply to all, substantially similar situations the decision of the arbitrator sustaining a grievance, and the Union agrees that it will not represent any teacher in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

#### **9.4 General Matters on Grievance**

- A. **Initiation of Grievances at Step 2:** Grievances arising from the action of officials other than the Principal may be initiated and processed in accordance with the provisions of Step 2 of this grievance procedure.
- B. **Time Limits**
  - i. The time limits specified in any step of this procedure may be extended or reduced, in any specific instance, by mutual agreement.
  - ii. A grievance filed in an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the

grievance shall not begin until the grievance is referred to the appropriate step.

- iii. A failure by a teacher(s) or the Union to process the grievance, from one step to the next step within the time limits provided for, will result in a disposition of this grievance unfavorable to the grievant(s), and conversely, a failure of a representative of the Committee, responsible to answer a grievance at any of the steps of the grievance procedure, to make such an answer within the time limits provided for will result in a disposition of the grievance favorable to the grievant(s).
- iv. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject, however, to the final decision on the grievance.

#### **9.5 Official List of Union Representatives**

The Union shall furnish the Committee with a list of its officers and authorized Union Representatives, and shall as soon as possible notify the Committee in writing of any changes. No Union Representative shall be recognized by the Committee except those designated in writing by the Union.

### **ARTICLE 10: UNION PRIVILEGES AND RESPONSIBILITIES**

#### **10.1 Fair Practices**

- A. As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, ethnicity, national origin, ancestry, religion, disability, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, sexual orientation, physical appearance, or home status or any other protected category as defined by state and/or federal law. The Union will represent equally all persons without regard to membership, participation in, or activities in any employee organization.
- B. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, ethnicity, national origin, ancestry, religion, disability, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, sexual orientation, physical appearance, or home status or any other protected category as defined by state and/or federal law or participation in, or association with, the activities of any employee organization.

#### **10.2 Union Representation and Negotiations**

- A. **Monthly Meetings with the Superintendent for Continuing Consultation:** A committee of Union Representatives shall meet with the Superintendent of

Schools and their advisors to discuss matters relating to the welfare of the school system. Both parties shall submit items for the agenda. There shall be a mutual effort to make these sessions meaningful and advantageous to the school system. Union Representatives shall be excused from teaching duty for this purpose when the meetings are held during school hours.

**B. School Committee Meetings: Advance Agenda/Minutes**

- i. A copy of the public agenda of all School Committee meetings shall be made available to the official Union Representatives to the Committee meetings 24 hours prior to the meetings. These Union Representatives shall be advised as soon as possible of all special meetings of the School Committee.
- ii. A copy of the minutes of all School Committee meetings and a copy of the Superintendent's Bulletins shall be made available to the official Union Representative.

**10.3 Union Activity at the School Level**

A. Upon request, the Principal shall meet at least monthly, after school hours, with Union Building Representatives to consult on school problems, policies and procedures as they relate to this Agreement.

**B. Bulletin Boards & Mailboxes**

- i. At least one bulletin board shall be reserved at an accessible place in each school for the use of the Union for purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative(s) or their authorized representative(s).
- ii. Mailboxes for teachers will be provided at every school. Mailboxes may be used by teachers to distribute materials including, but not limited to well wishes, personal announcements, invitations, solicitations for assistance with school functions/events, announcements of union events/meetings, and responses to union proposals. It is preferred, but not required, that all materials be signed or initialed by the individuals responsible for the content. Materials do not need to be reviewed by administration before distribution.

C. **Union Meetings at Individual Schools:** Official representatives of the Union shall have the right to schedule Union meetings of the teacher members in the school before or after regular school hours.

D. **No Union Activity on School Time:** Except as otherwise provided, the Union agrees that no teacher(s) will engage in Union activity during the time they are assigned to teaching or other duties.

- E. **School Visitation by Authorized Union Representative(s):** Upon written request by the Union President, the Superintendent may authorize one or more official representatives to visit schools during school hours to confer on working conditions, grievances or other matters relating to the terms and conditions of this Agreement.
- F. Bulletins shall be made available to the official Union Representatives and to all building representatives.

#### **10.4 Information to the Union**

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. The Committee agrees to provide the Union President or their designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file. The Committee shall also inform the Union of any resignations within the bargaining unit within ten (10) days of receiving the resignation.

#### **10.5 Agreement Copies Available**

- A. The Committee and the Union will share equally the cost of printing this Agreement in booklet form.
- B. The Union will distribute copies of this Agreement and will have copies electronically available by request to an employee within the Unit.

#### **10.6 Protection of Individual and Group Rights**

- A. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.
- B. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure, heretofore set forth in Article 9.

#### **10.7 Teacher Recruitment**

Reasonable effort shall be made to plan for teacher recruitment in connection with university and college visitations, brochures and campus discussions. The Union agrees to meet with the Committee to set guidelines for a superior recruitment program.

**10.8 Authorized Dues Deductions**

All dues authorization forms will be forwarded to both the Union and the Employer.

**10.9 Leave for President of the Union**

Upon request of the President of the Union, the District will grant the President unpaid leave for up to fifty percent of the workday. The President shall request leave upon confirmation of membership election and said leave shall remain in effect for the entirety of the term of office, up to two (2) years.

**10.10 Right of Representation**

In the event a teacher is called into a meeting with any management representative and the teacher reasonably believes that any disciplinary action may result, it is the teacher's right to have a Union Representative present in the meeting. If this right is refused, the teacher is under no obligation to respond to management's questions.

**10.11 Screening Committee**

In the event a school principal elects to create a screening committee, there shall be at least one grade level or related content teacher included thereon.

**10.12 Job Descriptions**

The Employer shall maintain updated job and role descriptions for all bargaining unit positions. Such descriptions will be provided to the Union on request, when new positions are created, or amended. The Employer shall provide the Union with copies of new or amended job descriptions prior to implementation.

**10.13 Onboarding**

The Committee will provide the opportunity for the Union to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes either during the new member orientation prior to the start of the school year, or on a faculty meeting day within one (1) month of hire if the member is hired after the start of school. On the teacher orientation days just prior to the opening of the student year, the Union shall be provided one thirty-minute period before or after general faculty orientation meeting(s) in order to meet with all teachers to discuss Union activities.

**ARTICLE 11: HANDLING OF NEW ISSUES**

Matters of collective bargaining import, not covered by this Agreement, may, during the life of the Agreement, be handled in the following manner:

- A. **By the Committee:** Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement that are proper subjects for collective bargaining, the Committee agrees it will make no changes without proper consultation and negotiation with the Union.

B. **By the Union:** In any matter not covered by this Agreement which is a proper subject for collective bargaining, the Union may raise such issues with the Committee for consultation and negotiation, except that the Union shall not renew or seek any questions introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement. This restriction shall not apply to the areas outlined in the Preamble as Subjects for Continuing Consultation. Being a mutual agreement, this instrument may be amended at any time by mutual consent. No addition or amendment to, no agreement, understanding, alteration, or variation of the agreement, terms or provisions contained herein shall bind the Union or the Committee unless made and executed by mutual agreement and in writing by the Union and the Committee.

### **ARTICLE 12: SAVINGS CLAUSE**

In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

### **ARTICLE 13: RESOLUTION OF DIFFERENCES**

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

### **ARTICLE 14: MANDATED CHANGE IN THE LENGTH OF THE SCHOOL YEAR OR DAY**

The parties agree that in the event of a mandated change in the length of the school year or school day, they shall negotiate the impact of said change on mandatory subjects of bargaining.

### **ARTICLE 15: NO REPRISALS**

The parties agree that neither party shall take any reprisal against the other party or any students, parents, and citizens of the City of Salem as a result of the labor dispute from October 31, 1994 to November 14, 1994. The parties agree that in no event shall any member of the Bargaining Unit in his or her Bargaining Unit capacity, who may have been involved in the labor dispute on October 31, 1994 to November 14, 1994, be disciplined, discharged, demoted, involuntarily transferred, reduced in rank or compensation, or have any material placed in his or her personnel file, or in any way be affected adversely because of such involvement.

## **ARTICLE 16: DURATION**

The Collective Bargaining Agreement in effect for the period September 1, 2021 through and including August 31, 2024, shall be in full force and effect for the period September 1, 2024 through and including August 31, 2027, except as modified by the MEMORANDUM OF AGREEMENT.

The changes set forth herein are effective September 1, 2024 unless otherwise specified.

Signatures

For the Union

Ana Bernau  
Elaine C Bombau  
Kamela Lopez  
Keeyann Knight  
Gene A. Felton  
C. Mary Bae  
Dory Lamy  
Kathryn D. Probst  
Arlene  
Hilary Hae  
Karen M. Tucker  
Barbara Johnson  
Deborah Carter  
Laticia J. Ho  
Cheryl Zimmerman

For the School Committee

S. Hoff  
Vicki Hoff  
Annal Ampell  
B. ...  
Doreen ...  
May Manning  
Mary ...

## APPENDIX A: SALARY SCHEDULES

SCHOOL YEAR 2024-2025								
	B	B+15	M	M+15	M+30	M+45	M+60/CA GS/ EdS/2ndM A	DR
1	\$53,826.99	\$55,269.64	\$56,927.95	\$58,379.54	\$59,831.11	\$61,281.58	\$62,936.54	\$64,652.97
2	\$56,127.84	\$57,574.96	\$59,229.92	\$60,677.03	\$62,736.51	\$63,574.61	\$65,232.93	\$66,951.57
3	\$58,417.53	\$59,866.88	\$61,531.89	\$62,980.13	\$64,311.01	\$65,870.99	\$67,533.78	\$69,254.67
4	\$60,723.97	\$62,168.84	\$63,823.81	\$65,282.10	\$66,726.97	\$68,175.20	\$69,839.10	\$71,554.41
5	\$63,022.59	\$64,469.70	\$66,119.07	\$67,577.36	\$69,028.94	\$70,480.52	\$72,138.83	\$73,854.13
6	\$65,321.21	\$66,770.55	\$68,434.45	\$69,877.09	\$71,329.80	\$72,780.26	\$74,438.57	\$76,153.87
7	\$67,619.83	\$69,072.52	\$70,729.72	\$72,176.83	\$73,627.29	\$75,082.23	\$76,739.42	\$78,455.84
8	\$70,493.93	\$72,013.68	\$73,749.10	\$75,263.26	\$76,781.88	\$78,302.75	\$80,038.17	\$81,753.47
9	\$73,365.81	\$74,953.72	\$76,767.36	\$78,350.80	\$79,935.36	\$81,524.40	\$83,335.80	\$85,051.10
10	\$76,238.80	\$77,894.88	\$79,785.62	\$81,436.12	\$83,088.84	\$84,746.04	\$86,634.54	\$88,348.72
11	\$79,111.80	\$80,834.92	\$82,803.88	\$84,523.66	\$86,242.32	\$87,966.56	\$89,932.17	\$91,646.36
12	\$81,983.67	\$83,777.20	\$85,821.03	\$87,608.96	\$89,396.91	\$91,188.20	\$93,230.92	\$94,945.10
13	\$85,041.48	\$86,899.95	\$89,023.58	\$90,876.30	\$92,729.01	\$94,588.63	\$96,706.51	\$98,486.91

SCHOOL YEAR 2025-2026								
	B	B+15	M	M+15	M+30	M+45	M+60/CA GS/ EdS/2ndM A	DR
1	\$56,773.44	\$58,153.68	\$60,665.34	\$61,735.15	\$64,013.78	\$65,152.80	\$68,569.29	\$68,879.96
2	\$59,266.77	\$60,654.77	\$63,351.18	\$64,412.41	\$66,970.89	\$67,878.11	\$71,223.77	\$71,833.74
3	\$61,754.52	\$63,149.16	\$66,037.01	\$67,092.48	\$69,262.55	\$70,605.10	\$73,880.48	\$74,789.76
4	\$64,250.65	\$65,648.57	\$68,717.82	\$69,771.99	\$71,974.93	\$73,336.00	\$76,539.43	\$77,744.11
5	\$66,742.87	\$68,147.44	\$71,400.30	\$72,448.14	\$74,630.32	\$76,067.45	\$79,195.58	\$80,698.46
6	\$69,235.09	\$70,646.29	\$74,092.84	\$75,126.52	\$77,285.15	\$78,796.12	\$81,851.74	\$83,652.80
7	\$71,727.31	\$73,145.71	\$76,775.33	\$77,804.91	\$79,938.30	\$81,525.90	\$84,508.44	\$86,608.27
8	\$74,507.27	\$75,964.72	\$79,819.87	\$80,876.64	\$83,020.01	\$84,714.96	\$87,664.11	\$90,061.56
9	\$77,286.12	\$78,783.17	\$82,863.84	\$83,948.94	\$86,101.15	\$87,904.57	\$90,819.21	\$93,514.86
10	\$80,065.52	\$81,602.18	\$85,907.82	\$87,020.11	\$89,182.29	\$91,094.19	\$93,974.87	\$96,968.14
11	\$82,844.93	\$84,420.63	\$88,951.80	\$90,092.40	\$92,263.44	\$94,283.25	\$97,129.97	\$100,421.44
12	\$85,623.77	\$87,240.20	\$91,995.23	\$93,163.58	\$95,345.13	\$97,472.86	\$100,285.62	\$103,875.29
13	\$88,495.59	\$90,150.00	\$95,131.35	\$96,325.77	\$98,515.59	\$100,751.87	\$103,529.71	\$107,450.68

SCHOOL YEAR 2026-2027								
	B	B+15	M	M+15	M+30	M+45	M+60/CA GS/ EdS/2ndM A	DR
1	\$59,719.88	\$61,037.73	\$64,402.73	\$65,090.76	\$68,196.46	\$69,024.02	\$74,202.04	\$73,106.95
2	\$62,405.70	\$63,734.59	\$67,472.43	\$68,147.79	\$71,205.26	\$72,181.61	\$77,214.61	\$76,715.90
3	\$65,091.52	\$66,431.45	\$70,542.13	\$71,204.83	\$74,214.08	\$75,339.20	\$80,227.18	\$80,324.86
4	\$67,777.34	\$69,128.31	\$73,611.83	\$74,261.88	\$77,222.89	\$78,496.80	\$83,239.76	\$83,933.82
5	\$70,463.15	\$71,825.17	\$76,681.53	\$77,318.92	\$80,231.70	\$81,654.38	\$86,252.33	\$87,542.78
6	\$73,148.97	\$74,522.03	\$79,751.23	\$80,375.95	\$83,240.51	\$84,811.97	\$89,264.90	\$91,151.73
7	\$75,834.79	\$77,218.90	\$82,820.93	\$83,432.99	\$86,249.31	\$87,969.57	\$92,277.47	\$94,760.70
8	\$78,520.61	\$79,915.75	\$85,890.63	\$86,490.03	\$89,258.13	\$91,127.16	\$95,290.05	\$98,369.65
9	\$81,206.42	\$82,612.62	\$88,960.32	\$89,547.08	\$92,266.93	\$94,284.75	\$98,302.61	\$101,978.61
10	\$83,892.24	\$85,309.48	\$92,030.02	\$92,604.11	\$95,275.75	\$97,442.34	\$101,315.19	\$105,587.57
11	\$86,578.06	\$88,006.34	\$95,099.73	\$95,661.15	\$98,284.55	\$100,599.94	\$104,327.76	\$109,196.53
12	\$89,263.88	\$90,703.20	\$98,169.43	\$98,718.19	\$101,293.36	\$103,757.52	\$107,340.33	\$112,805.48
13	\$91,949.69	\$93,400.06	\$101,239.13	\$101,775.23	\$104,302.18	\$106,915.12	\$110,352.90	\$116,414.45

### Wage Scales for BAIS & SALTONSTALL Teachers

STU members in the Teacher unit who are employed at BAIS & SALTONSTALL for the 2024-25 School year and who would either see a decrease in salary or a raise that is less than \$1,000 once the standard length of day is in place (FY26). Impacted teachers will be paid according to this salary table in 2025-2026 & 2026-2027 as a way of sunsetting the differential. After FY27, teachers at BAIS & SALTONSTALL will be paid on the same salary table as all other STU teacher unit members.

BAIS/ SALTONSTALL: SCHOOL YEAR 2025-2026								
	B	B+15	M	M+15	M+30	M+45	M+60/CA GS/ EdS/2ndM A	DR
1	\$56,773.44	\$58,153.68	\$60,665.34	\$61,735.14	\$64,013.79	\$65,152.80	\$68,569.29	\$68,879.95
2	\$59,266.77	\$62,802.77	\$63,351.17	\$64,412.41	\$66,970.89	\$67,878.11	\$71,223.77	\$71,833.74
3	\$61,754.52	\$65,302.79	\$66,037.01	\$67,092.48	\$69,262.55	\$70,605.10	\$73,880.48	\$74,789.76
4	\$64,250.65	\$67,813.77	\$68,717.81	\$69,771.98	\$71,974.92	\$73,335.99	\$76,539.43	\$77,744.11
5	\$66,742.87	\$68,147.44	\$71,400.30	\$72,448.13	\$74,630.32	\$76,067.45	\$79,195.58	\$80,698.46
6	\$69,235.09	\$70,646.29	\$74,092.84	\$75,126.53	\$77,285.15	\$78,796.12	\$81,851.73	\$83,652.81
7	\$71,727.31	\$73,145.71	\$76,775.32	\$77,804.91	\$79,938.30	\$81,525.90	\$84,508.45	\$86,608.27
8	\$74,507.27	\$75,964.72	\$79,819.86	\$80,876.64	\$83,020.01	\$84,714.95	\$87,664.10	\$90,061.56
9	\$77,286.11	\$78,783.17	\$82,863.84	\$83,948.93	\$86,101.15	\$87,904.57	\$90,819.20	\$93,514.86
10	\$83,161.28	\$84,967.74	\$85,907.82	\$87,020.11	\$89,182.29	\$91,094.19	\$93,974.87	\$96,968.15
11	\$86,295.14	\$88,174.73	\$88,951.81	\$90,092.40	\$92,263.43	\$94,283.24	\$97,129.96	\$100,421.44
12	\$89,542.79	\$91,384.17	\$91,995.23	\$93,163.58	\$95,345.14	\$97,472.86	\$100,285.63	\$103,875.30
13	\$92,844.80	\$94,851.95	\$97,145.47	\$99,146.40	\$101,148.81	\$103,177.27	\$105,487.46	\$107,450.68

**BAIS/ SALTONSTALL: SCHOOL YEAR 2026-2027**

	B	B+15	M	M+15	M+30	M+45	M+60/CA GS/ EdS/2ndM A	DR
<b>1</b>	\$59,719.88	\$61,037.73	\$64,402.73	\$65,090.76	\$68,196.46	\$69,024.02	\$74,202.04	\$73,106.95
<b>2</b>	\$62,405.70	\$63,734.59	\$67,472.43	\$68,147.80	\$71,205.27	\$72,181.61	\$77,214.61	\$76,715.90
<b>3</b>	\$65,091.52	\$66,431.45	\$70,542.13	\$71,204.84	\$74,214.08	\$75,339.20	\$80,227.18	\$80,324.86
<b>4</b>	\$67,777.34	\$69,128.31	\$73,611.83	\$74,261.87	\$77,222.89	\$78,496.79	\$83,239.75	\$83,933.82
<b>5</b>	\$70,463.15	\$71,825.17	\$76,681.53	\$77,318.91	\$80,231.70	\$81,654.38	\$86,252.33	\$87,542.78
<b>6</b>	\$73,148.97	\$74,522.03	\$79,751.23	\$80,375.95	\$83,240.51	\$84,811.98	\$89,264.90	\$91,151.74
<b>7</b>	\$75,834.79	\$77,218.89	\$82,820.93	\$83,432.99	\$86,249.31	\$87,969.57	\$92,277.47	\$94,760.70
<b>8</b>	\$78,520.61	\$79,915.76	\$85,890.63	\$86,490.03	\$89,258.12	\$91,127.16	\$95,290.04	\$98,369.65
<b>9</b>	\$81,206.42	\$82,612.62	\$88,960.33	\$89,547.07	\$92,266.93	\$94,284.75	\$98,302.62	\$101,978.61
<b>10</b>	\$83,892.24	\$85,309.48	\$92,030.03	\$92,604.11	\$95,275.74	\$97,442.34	\$101,315.19	\$105,587.57
<b>11</b>	\$86,578.06	\$88,006.34	\$95,099.73	\$95,661.15	\$98,284.55	\$100,599.93	\$104,327.76	\$109,196.53
<b>12</b>	\$89,263.88	\$90,703.20	\$98,169.43	\$98,718.19	\$101,293.36	\$103,757.52	\$107,340.33	\$112,805.49
<b>13</b>	\$93,844.80	\$95,851.95	\$101,239.13	\$101,775.23	\$104,302.17	\$106,915.12	\$110,352.90	\$116,414.45

**APPENDIX B: LONGEVITY**

<b>Years of Service</b>	<b>Payment</b>
30	\$1,500
25	\$1,300
20	\$1,100
15	\$400
10	\$200
5	\$100

Longevity shall be paid in a lump sum in December (i.e., December 1 or on the day of the first paycheck in December in a separate check). If one check is issued including both payroll and longevity, it shall be taxed as two separate checks.

## **APPENDIX C: STATEMENTS OF SHARED INTEREST**

The parties have developed the joint statements of interest found in this side letter of agreement. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

1. Full Staffing. The parties recognize the importance of having schools staffed with educators and support personnel to meet the diverse needs of the ever-changing student population. The Employer shall strive to staff every school with adequate professional direct-service providers, with reasonable caseloads, including mental health counselors, occupational therapists, speech and language pathologists, board certified behavior analysts, foreign language educators, and fine arts educators.
2. Library Staffing. The parties recognize the need for well-curated libraries that reflect the cultures and needs of the student population. As part of this recognition, the parties will work together to explore opportunities to expand the library staff in the district including appropriately certified librarians and digital media specialists.
3. Nutritious Meals. The parties acknowledge that in order for students to reach their full potential, there must be a well-thought student nutrition offering. The parties will work together to identify and provide well-balanced healthy food options for all students.
4. Safe Workplace. It is the goal of both the Employer and the Union to create a workplace that is safe for both the employees and students.
5. SPS Alumni Recruitment. As part of efforts to diversify and strengthen the ranks of SPS educators, the parties will explore opportunities, incentives, and strategies to recruit former Salem Public Schools students to return to the district as employees.
6. Professional Development. The parties recognize the importance of well-orchestrated and engaging professional development for all staff. Facilitators, administrators, and participants will take the steps necessary to maximize professional development including necessary preparation.
7. Innovation School Applicants. The parties recognize the important role that well designed innovation schools can play in our district and will take steps towards ensuring that all future innovation school applicant groups include SPS educators and parents.
8. Student Behavior Supports. The parties recognize the impacts that disruptive behavior can have on the learning environment for all students, and will work together to facilitate conversations, develop best practices and procedures, and obtain resources to best support the social and emotional needs of all students.
9. Building Security. Administration will work on a district-wide procedure that would require staff at all schools to wear SPS Identification badges and to swipe/scan and display them upon entering the building. The Administration will continue to review and explore this issue with respect to students. The EMPLOYER shall also address the following concerns regarding open doors; visitors; and staff from partner agencies (i.e. boys/girls club, LEAP)

10. Professional Development Related Childcare. The parties understand the benefit and value of having all staff be able to attend professional development opportunities. To that end, principals and other administrators will engage in a dialogue with paraprofessionals to see if there are childcare supports available when there is early release for students and professional development.
11. Substitutes: The Parties share an interest in sufficient classroom coverage to ensure that our students are receiving their education by qualified staff. The district will post the rate of pay for retired Salem Public School educators to serve as substitute teachers on the district website as well as in the job descriptions.
12. Bilingual Service Providers: The parties recognize the importance of bilingual service providers in education settings and will seek to place these valuable employees in the programs where they will provide students the highest benefit.
13. Paraprofessional Coach: The parties will work together to develop a job description for a Paraprofessional Coach position which would provide mentorship to early career paraprofessionals.
14. Parking: The Committee agrees to provide guidance to the STU on approaching the Salem City Council regarding the need for increased parking for Salem Teachers Union members in the vicinity of select worksites.
15. Recess & Lunch: The parties will work together to determine the appropriate durations of recess and lunch for each grade level and will discuss opportunities within the schedule to implement necessary changes.

## **APPENDIX D: COMMON GOOD AGREEMENTS**

During negotiations for successor collective bargaining agreements, the Salem Teachers Union (Union) and the Salem School Committee (Employer) reached agreements on the following items, not to be incorporated into the collective bargaining agreement, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The steps outlined below are subject to grievance and arbitration procedures, but further details or subsequent steps are not. The Employer shall update the Union when the steps outlined below are completed, satisfying the Employer’s obligation. The parties will meet regularly to discuss progress being made to achieve the provisions.

1. **Innovation Plan Amendments.** Prior to the beginning of the 2021-2022 school year, any provisions of this side letter or the successor CBA which contradict the terms of an Innovation Plan shall be offered to the staff at relevant innovation schools as potential amendments to the innovation plan.
2. **Teach for America.** During the school year, the EMPLOYER will update the UNION with an update regarding the district’s use of the Teach for America program including the placement and retention of Teach for America Fellows. The parties will meet to discuss the use of the program.
3. **Outdoor Spaces.** Prior to the beginning of the 2022-2023 school year, outdoor spaces for community school use will be established at each school, where feasible.
4. **Substitute Rates.** The issues of daily rates for substitute teachers and nurses will be referred to the school committee personnel subcommittee for analysis, discussion and action.
5. **Conflict Resolution.** Prior to January 1, 2022, the school committee will update their policy on harassment to include clear procedures for reporting instances of harassment and hostile working conditions caused by other staff, supervisors, students, parents or other individuals. The parties share a goal of creating support for impacted individuals in order to resolve conflict in a positive and healthy manner.
6. **Remote Instruction.** The parties agree to use the lessons learned and experience gained in remote instruction to support students who require home/hospital care due to medical needs. During the 2021-2022 school year, the parties will institute a pilot program regarding remote teaching and learning, consistent with the following principles. The parties will continue to meet to negotiate the applicable language for the program:
  - a. Students will qualify for remote instruction via a documented Home-Hospital tutoring form and the applicable state regulations.
  - b. A remote instruction plan for each eligible student will be developed by relevant educators and building administrators, and will be based on instructions from the healthcare provider.
  - c. This program is not intended to support students who require full-time, year-long accommodation.

- d. Any educator who works with the remote student, including a paraprofessional serving as a substitute teacher, will receive a daily differential of fifty dollars (\$50.00) (multiple classes/hours) or twenty five dollars (\$25.00) (one class/less than one hour).
- e. The Employer will make best efforts to utilize support staff to assist in classrooms performing remote instruction.
- f. Remote instruction opportunities will first be offered to the impacted student's assigned teacher, before being offered to teachers who have volunteered to provide remote instruction. No educator will be involuntarily assigned remote instruction responsibilities.
- g. Evaluators will not downgrade employees based upon lack of expertise in using technology for remote learning, so long as the employee is making appropriate efforts to gain the experience necessary to provide effective instruction.
- h. The Employer agrees to develop a protocol/expectations regarding student/parent access to live streaming classes. The protocol shall include, but not limited to: expectations that students will attend the classes when they are offered; there shall be no recording or downloading of any class by parents or students; and educators shall have the right to deny access or edit the recording of the class should there be issues with student privacy during the recording of the class; and the District will take responsibility for any privacy waivers needed from students or families.

**APPENDIX E: PEC HEALTH INSURANCE AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF SALEM AND  
THE MGL c32B, Sections 21-23 SALEM PUBLIC EMPLOYEE COMMITTEE  
TO PROVIDE HEALTH INSURANCE THROUGH THE GROUP INSURANCE  
COMMISSION  
PURSUANT TO MGL c32B, Sections 21-23  
JULY 1, 2025 – JUNE 30, 2027**

***Whereas:***

The City of Salem, including the Salem Public Schools (City), currently provides health insurance benefits to its employees, retirees and survivors (Subscribers) pursuant to MGL c32 B Sections 21-23; and

***Whereas:***

The City, through its Mayor, and the City’s Public Employee Committee (PEC) are entering into this written agreement (Agreement) to maintain the City’s Subscribers in the Group Insurance Commission (GIC) pursuant to MGL c32B, Section 23, effective July 1, 2025 through June 30, 2027; and

**Now therefore, the City and the PEC agree as follows:**

**1) Purpose of Agreement:**

The purpose of this Agreement is to memorialize the City’s provision of health insurance through the GIC.

**2) Enrollment with the GIC:**

The City and Subscribers shall take all necessary and reasonable actions to maintain current and enroll future Subscribers through the GIC effective July 1, 2025 through June 30, 2027.

***For the duration of this Agreement, premium contributions for all Subscribers under the GIC shall be as follows:***

<b><u>PLAN</u></b>	<b><u>CONTRIBUTION SPLIT</u></b>
Non-Medicare Indemnity Plans	65% City/35% Subscriber
Non-Medicare PPO & POS Plans (Actives and Retirees)	70% City/30% Subscriber
Non-Medicare HMO Plans (Actives)	75% City/25% Subscriber
Non-Medicare HMO Plans (Retirees)	70% City/30% Subscriber
Medicare Indemnity Plans	65% City/35% Subscriber
Medicare HMO Plans	70% City/30% Subscriber
All Plans (Survivors)	50% City/50% Subscriber

***Premium contributions for teachers retired prior to July 1, 2012 are in compliance with the GIC's regulations under 805 CMR 7.00 Retired Municipal Teachers.***

**3) Health Care Reimbursement Account**

The City agrees to maintain a Health Reimbursement Account (HRA), formerly known as the Employee Health Care Mitigation Fund. This HRA will continue to be administered in compliance with the IRS and ERISA laws by the City's current third-party administrator, Cafeteria Plan Advisors, 120 Longwater Drive, Suite 102, Norwell, Massachusetts 02061.

***The HRA shall be for all Subscribers and will reimburse actual, out-of-pocket costs for the following covered services:***

<b><u>SERVICE</u></b>	<b><u>REIMBURSEMENT</u></b>
Outpatient Surgery Copayment	100% w/max. of \$250.00 per occurrence
Inpatient Hospital Admission Copayment	100% w/max. of \$1,500.00 per occurrence
High Tech Imaging (MRI, CT, PET scans) Copayment	100% w/max. of \$100.00 per occurrence

If the GIC implements increases to the above-referenced service copayments, the HRA reimbursements will be adjusted accordingly. The City agrees to provide updates regarding the HRA to the PEC, as necessary.

**4) Flexible Spending Account**

The City will continue to provide a Section 125 Cafeteria Plan (FSA). The City agrees to pay the annual administrative fee for the FSA for Subscribers who enroll in the FSA for health care expenses.

**5) Health Care Coverage after June 30, 2027**

The maintenance and enrollment of Subscribers to the GIC shall remain in force after June 30, 2027, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC in accordance with the GIC's rules regarding the same, that the City will terminate coverage with the GIC.

The City and the PEC agree to meet, at the City's initiation, no later than August 1, 2026, and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2027. The City agrees to inform the PEC about any action the City takes in accordance with this section.

The City and the PEC agree to consider options outside of the GIC. The City agrees to inform the PEC when the City begins the process of developing a Request for Proposals (RFP) for a new carrier. At the request of the PEC, the City agrees to collaborate with the PEC before finalizing and releasing an RFP from commercial insurance carriers. While the City agrees to consider the PEC's input and recommendations for the RFP, the parties agree the RFP will be prepared and advertised by the City. The City agrees to provide the PEC with a copy of the RFP.

The aforementioned process requires the City to request specific utilization and claims data from the GIC, and the City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with this Section.

**6) Changes During the Term of the Agreement**

The City and the PEC are aware the GIG may eliminate or consolidate health insurance plans that are currently offered to Subscribers during the term of this Agreement. If the aforementioned takes place, in realizing the GIC's actions may adversely affect Subscribers, the City agrees to meet and consult with the PEC in a timely manner and, prior to the implementation of any change by the GIC, to coordinate assistance to Subscribers.

The City agrees to apprise the PEC of Subscribers' options, dates and times of outreach meetings (if necessary), and of the City's efforts to ensure that affected Subscribers have sufficient information to make informed decisions about their health care choices. The PEC agrees, if needed, to assist the City in such endeavors within their respective memberships.

**7) Severability**

If any provision of this Agreement is found to be unenforceable or unlawful, the remaining provisions are to remain in full force and effect.

**8) Scope and Modification**

This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement of both parties.

**9) Authorization to Sign Agreement**

Each signatory to this Agreement is authorized to bind the entity they represent. The PEC represents it has the authorization and approval of a majority of the weighted votes of the PEC. This Agreement is binding on all Subscribers and their representatives.


The City of Salem and its Mayor


  
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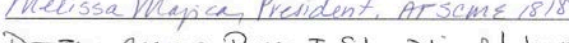
The City of Salem Public Employee Committee

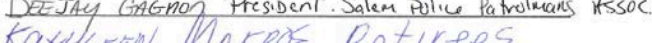
 Monique St. Jacques, President, SAA  
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 Ouhel Belman, President, STU  
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 Jessica Jones, Co-chapter chair, Salem Public Library  
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 Salem Fire 172  
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 Melissa Mayica, President, ATSCME 1818  
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 DEEJAY GAGNON, President, Salem Police Patrolmen ASSOC.  
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 KATHLEEN MAKROS, Retirees  
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## **APPENDIX F: SALEM EDUCATOR EVALUATION SYSTEM**

### **A. Introduction**

The evaluation system used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation regulations, 603 CMR 35.00 et seq. This contract language shall take effect in all schools district-wide on September 1, 2012.

### **B. Initial and Ongoing Training for Evaluators and Educators**

At the start of each school year, the School District shall arrange district-wide or school-level meetings for Educators and Evaluators focused on Educator evaluation. The district and the union shall determine the locations, times and content of the meetings. At a minimum, the meetings shall:

- Provide an overview of the evaluation process, including goal setting and the development of Educator plans.
- Provide all Educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- Provide Educators with the opportunity to ask questions relating to the evaluation system.

The School District agrees to provide joint training to Educators and Evaluators on an annual basis.

### **C. Evaluators**

#### 1. Definition

An Evaluator shall be a person outside the bargaining unit who has been designated in writing by the Superintendent as having responsibility for evaluations. All Evaluators must be licensed as Academic Administrators by the Mass. Department of Elementary and Secondary Education (DESE) and must be employees of the District and in an administrative position that is at least a .4 full-time equivalent.

#### 2. Training

The Superintendent has the responsibility to ensure that all Evaluators receive training in the principles of effective supervision and evaluation; know the requirements of the new state regulations and this Article; and, when possible, have available to them knowledge of the subject matter and/or area they will evaluate.

The parties agree that Evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

The district will review proposed training for Evaluators and Educators with the Union President at the start of each school year.

3. Procedures

All Evaluators shall follow the evidence collection and reporting requirements outlined in this contract.

4. Evaluator Roles and Responsibilities

There shall be two categories of Evaluators:

Assigned Evaluators	Lead Evaluator
<p>The Superintendent or their designee, normally the Principal, will assign Evaluators.</p> <p>Assigned Evaluators may perform any and all duties ascribed related to the evaluation process.</p> <p><b>Specialized positions</b>, including but not limited to ESL, special education, instructional coaches, reading specialists, adjustment counselors, nurses, guidance counselors, occupational therapists, speech and language pathologist, may be assigned up to and no more than a total of three Evaluators by the Principal.</p>	<p>The <b>Lead Evaluator</b> is one of the assigned Evaluators and is responsible for:</p> <ul style="list-style-type: none"> <li>● supervising goal setting and plan development with the Educator;</li> <li>● conducting classroom observations;</li> <li>● collecting and analyzing other evidence as allowed under state regulations;</li> <li>● and providing feedback and support to the Educator.</li> </ul> <p>The <b>Lead Evaluator</b> completes the Formative Assessment report and, if applicable, recommends formative ratings to the Principal.</p> <p>Any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall, must be reviewed and approved by the Principal.</p> <p>The <b>Lead Evaluator</b> drafts the Summative Evaluation report and recommends</p>

	summative ratings to the Principal. The Principal shall review and approve and may amend the final summative report and ratings.
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5. Notifications and Changes to Evaluators

The Educator shall be notified in writing of their Evaluators at the outset of each new evaluation cycle.

At any time during the evaluation cycle, the Educator may send a written request to their Principal for different Evaluator(s). The request must state the reason the Educator wants a change. The Principal must respond in writing within ten school days.

**D. Performance Standards and Ratings**

An Educator shall be rated on each of four performance standards and shall receive an overall rating.

The four performance standards are:

1. Curriculum, Planning, and Assessment
2. Teaching All Students
3. Family and Community Engagement
4. Professional Culture

There shall be four performance ratings:

<b>Exemplary</b>	The Educator’s performance consistently and significantly exceeds the requirements of a standard or overall.
<b>Proficient</b>	The Educator’s performance fully and consistently meets the requirements of a standard or overall.
<b>Needs Improvement</b>	The Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
<b>Unsatisfactory</b>	The Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement,

	or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
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An Educator must receive a proficient or higher rating on the first two standards or receive a proficient or higher rating overall.

**E. Rubrics, Forms and Documents**

The parties agree to use the performance forms and rubrics in the district’s online evaluation system.

**F. Evaluation Cycle: Self-Assessment and Goal Proposal**

At the start of each new evaluation cycle, an Educator shall submit a Self-Assessment Form to their Lead Evaluator. In cases for one-year or two-year plans that begin at the start of the school year, Educators shall submit the self-assessment by Oct. 1. Between the start of the school year and Oct. 1, teams of Educators shall have common planning time to work on their self-assessments collaboratively. Self assessment and goal setting shall reflect the forms contained in the district’s online evaluation system.

**G. Educator Plans: Types, Durations and Special Requirements**

Educators will be on Educator Plans. Educator Plans shall take effect upon written approval by the Primary Evaluator and will remain in effect until the end of the period defined in the plan is changed in accordance with state regulations and the provisions of the Article.

**The types, durations and special requirements of Educator Plans are as follows:**

1. Developing Plans for Non-PTS Educators
2. Developing Plan for PTS Educators in a New Assignment
3. Self Directed Growth Plan for PTS Educators
4. Educators with PTS who Receive an Overall Rating of Needs Improvement
5. Educators with PTS who Receive an Overall Rating of Unsatisfactory

<b>Developing Plans for Non-PTS Educators</b>	
<b>Plan in Current Year</b>	<b>Plan Beginning in September</b>
Not employed by Salem Public Schools	Developing Educator Plan - Year 1
Developing Educator Plan - Year 1	Developing Educator Plan - Year 2
Developing Educator Plan - Year 2	Developing Educator Plan - Year 3

Developing Educator Plan - Year 3 <i>Proficient Overall</i>	Self-Directed Educator Plan - 1 Year Plan <i>OR</i> Self-Directed Educator Plan - 2 Year Plan, Year 1
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<b>Developing Plan for PTS Educators in a New Assignment</b>
<ul style="list-style-type: none"> <li>● The parties acknowledge that it may take some time for an Educator with PTS to become proficient in a new assignment.</li> <li>● A new assignment shall mean a change in subject area, licensure, building, or grade level. However, at the elementary level, a grade level change shall mean a change of 3 or more grades.</li> <li>● The Principal may assign a Developing Plan to a PTS Educator in a new assignment at the Educator’s request or at the Principal’s discretion.</li> <li>● Each Developing Plan for PTS Educator in new assignments will be for one school year.</li> <li>● If the Educator receives an overall rating of proficient or higher upon the Summative Evaluation at the end of the year, the Educator may begin a Self-Directed Growth Plan for the next school year.</li> <li>● If the overall summative rating is below proficient, the Principal and the Educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the Educator’s certification may be offered. If a different assignment is made, the Principal may extend the Developing Plan for a subsequent plan period of up to one school year.</li> <li>● If a different assignment is not made, the Educator shall be placed on a Directed Growth Plan.</li> </ul>

<b>Self-Directed Growth Plans for PTS Educators</b>
<p>Educators with PTS who have an overall rating of <b>Proficient</b> or <b>Exemplary</b> and whose impact on student learning is moderate or high after the DESE implementation such ratings, whose impact on student learning is low, shall be on one-year or two-year <b>Self-Directed Growth Plans</b>.</p>

<b>Educators with PTS who Receive an Overall Rating of Needs Improvement</b>
<p><b>Overview:</b> Educators with PTS who receive an overall rating of Needs Improvement shall be on Directed Growth Plans.</p>
<b>Assignment of Secondary Evaluator and First Conference</b>

The Principal may designate a Lead Evaluator to oversee the development and implementation of a Directed Growth Plan. The Lead Evaluator may be the Principal or one of the other assigned Evaluators.

Within 15 school days of an Educator receiving an overall rating of Needs Improvement, the designated Lead Evaluator shall meet with the Educator to develop the Directed Growth Plan. The Educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.

### **Plan Length**

The parties agree that a reasonable amount of time shall be provided to permit the Educator to implement the plan and demonstrate proficiency. The Principal, in consultation with the Lead Evaluator, the Educator, and a Union Representative, if requested by the Educator, shall determine the plan length.

### **Plan Components**

The Directed Growth Plan shall be completed using the Directed Growth Plan Form in the district's online evaluation system. Each plan should include, at a minimum, the following components:

- The assigned Evaluators which include the Principal and Lead Evaluator if that is not the Principal.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Lead Evaluator shall delineate the specific standards and indicators the Educator has not fully met on the appropriate performance rubric, drawing on evidence supplied in previous evaluations.
- The recommended actions and activities for improvement. The Lead Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the Educator from the district, school, and/or individuals. These may include workshops, courses, training, materials, instructional coaches, peer assistants, and any other supporters the district or school may provide to assist the Educator in improving their performance in the targeted areas. The Lead Evaluator shall provide development outlined in the Directed Growth Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.

- The anticipated timeline for collecting evidence and monitoring progress towards goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative report.

**Signatures and Delivery**

The Principal must approve the Directed Growth Plan and both the Principal and Lead Evaluators must sign it and deliver it to the Educator at least 5 school days before the start date of the plan.

The Educator shall sign their Directed Growth Plan within 5 school days of receipt and may include a written response using the Educator Response Form in the district’s online evaluation system.

The Educator’s signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain in the district’s online evaluation system and be shared with the Educator.

**Appeal Process**

If an Educator disagrees with any element of the approved Directed Growth Plan, the Educator may submit comments of that nature using the Educator Response Form in the district’s online system. The Educator may refer their response to the Superintendent and / or Union President by emailing the Educator Response Form to said parties. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Principal, and ask them to revise elements of the Directed Growth Plan.

**Changes During the Plan Period**

A rating on a particular standard may be changed through a Formative Assessment at any time during the plan period. The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on a Directed Growth Plan shall be dismissed during the prescribed plan period, or have their overall rating changed until the Summative Assessment, if applicable.

**Decision on the Educator’s Status at the Conclusion of the Plan**

- a. The Educator will move to a self-directed plan
- b. The Directed Growth Plan will be extended
- c. The Evaluator recommends an Improvement Plan

**Improvement Plans for PTS Educators Educators with PTS who Receive an Overall Rating of Unsatisfactory**

**a. Overview**

An Educator with PTS who receives an overall rating of Unsatisfactory shall be on an **Improvement Plan**.

**b. Assignment of Secondary Evaluator and First Conference**

The Principal may designate a Lead Evaluator to oversee the development and implementation of an Improvement Plan. The Principal, shall be the Lead Evaluator assigned to an Improvement Plan. The Principal may also assign a second Evaluator.

Within 15 school days of an Educator receiving an overall rating of Unsatisfactory, the designated Principal shall meet with the Educator to discuss and assist in the development of the Improvement Plan. The Educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an improvement Plan.

**c. Plan Length**

The parties agree that a reasonable amount of time, and in no event less than 30 school days, shall be provided to permit the Educator to implement the plan and demonstrate improvement. The Principal, in consultation with the other assigned Evaluator, the Educator, and a Union Representative, if requested by the Educator, shall determine the plan length.

**d. Plan Components**

- The assigned Principal and other Evaluator if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The Principal shall delineate the specific standards and indicators on the appropriate performance rubric that the Educator has not met, drawing on evidence supplied in previous evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The Principal shall prescribe the actions the Educator needs to take to meet performance goals.
- The supports and modes of assistance available to the Educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional

coaches, peer assistants, and any other support the district or school may provide to assist the Educator in improving their performance in the targeted areas. The Principal shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.
- A statement that the Educator is responsible for addressing the need for improvement.

**e. Signatures and Delivery**

The Principal must approve the plan and sign it and deliver it to the Educator at least 10 calendar days before the start date of the plan.

The Educator shall sign their Improvement Plan within 5 school days of receipt and may include a written response using the Educator Response Form found in the district's online system.

The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

**f. Appeal Process**

If an Educator disagrees with any element of the approved Improvement Plan, the Educator may submit comments of that nature using the Educator Response Form in the district's online evaluation system to the supervisor of the Principal, copying the Union President if desired via email. The notified parties may consult each other on the matter. Following any consultation, the supervisor of the Principal may discuss the matter with the Principal, who may be asked to revise elements of the Improvement Plan.

**g. Changes During Plan Period**

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on an Improvement Plan shall be dismissed during the plan period.

A rating on a particular standard and/or an overall rating may be upgraded to Needs Improvement or higher through a Formative Assessment at any time during the plan period.

**h. Decision on the Educator’s Status at the Conclusion of the Plan**

1. All determinations below must be made no later than June 1. One of the following decisions must be made at the conclusion of the Improvement Plan:
  - a. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
  - b. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - c. If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the Superintendent that the Educator be dismissed.
  - d. If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

**H. Evaluation Cycle:** The Evaluation Timeline will be found in the district's online evaluation system. All documents will be amended prior to the first day of each school year to reflect any changes in due dates. These changes will be mutually agreed upon by the Employer and the Union.

**I. Evaluation Cycle: Record of Evaluation and Evidence Collection**

**1. Record of Evaluation**

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication.

To facilitate this process, the parties agree that each Educator shall have a Record of Evaluation maintained as part of their evaluation file maintained in the district’s online evaluation system, pursuant to Article IV, Section L.

All evaluation documents, including electronic records, shall remain confidential as personnel records of each member of the bargaining unit.

Each Educator’s Record of Evaluation shall consist of three parts: 1) all forms and documents used or contained in the evaluation process; 2) Evaluator-supplied evidence; and 3) Educator-supplied evidence. Standard forms shall include all

relevant forms in the district's online system. The other components are described below.

## 2. Role of Record of Evidence in Evaluation Reports

Formative or summative evaluation reports shall rely on evidence previously entered into the district's online evaluation system according to protocols below.

## 3. Evaluator-Supplied Evidence Form

### Record of Evidence Form

Any Evaluator who collects evidence shall use forms in the online evaluation system and in the district's online system. (e.g. Observation Form, Formative Assessment, Summative Assessment Report, etc.) to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals.

A Record of Evidence Form entry may include attachments. Any time an Evaluator makes an entry into the Record of Evidence Form, the Educator will receive a copy of the Record of Evidence Form entry and any relevant attachments.

### Evidence Collection and Record Keeping Protocols

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations according to the following protocols:

#### Classroom Observations

Classroom observations may be announced or unannounced and of any duration. No observations shall include picture taking, or video or audio recording.

#### A. Educators without PTS:

- In the first year of practice or first year assigned to a school, the Educator shall have at least one announced observation and at least four unannounced observations.
- In their second and third years of practice or second or third years as a non- PTS Educator in the school, the Educator shall have at least one announced and at least three unannounced observations.

B. Educators with PTS:

- The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- The Educator whose overall rating is “needs improvement” must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two unannounced observations.
- The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For improvement Plans of six months or fewer there must be no fewer than one announced and two unannounced observations.

C. Observation Process

The Evaluator’s first observation of the Educator without professional status should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

- Unannounced Observations
  - i. Unannounced observations may be in the form of partial or full- period classroom visitations, walkthroughs.
  - ii. In case of an observation that raises questions or concerns, the Evaluator shall request an in-person conference with the Educator to be held within two (2) school days of the observation.
  - iii. The Educator will be provided with at least brief written feedback from the Evaluator within 3 to 5 school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the

Educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the Educator's home.

- iv. Any observation or series of observations leading in one or more standards judge to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days

- Announced Observations

- i. All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion.
- ii. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The Evaluator shall provide at least five (5) school days notice of the date and time of the announced observation.
- iii. The Evaluator and Educator may meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- iv. Within three (3) school days of the observation the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- v. The Evaluator shall provide the Educator with written feedback within 5-7 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the

Improvement Plan must be completed and the feedback must.

(1st) Describe the basis for the Evaluator's judgement.

(2nd) Describe the actions the Educator should take to improve their performance.

(3rd) Identify support and/or resources.

(4th) State that the Educator is responsible for addressing the need for improvement.

- Other Sources of Evidence

The Evaluator may record/attach/reference sources other than classroom observations on the Observation Feedback Form with the appropriate feedback accompanying each entry. In cases where such an entry raises questions or concerns for the Evaluator, a meeting shall be held within two school days with the Educator to share and discuss the evidence that is formally entered into the district's online evaluation system thus giving the Educator an opportunity to address the evidence and dispel the concerns.

Additionally, following evidence being uploaded to the district's online evaluation system by an Evaluator, the Educator may use the Educator Response Form in the online system to submit comments and/or additional information they believe relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's record of evaluation and the Evaluator who collected and documented the evidence shall acknowledge receipt with their electronic signature.

- Educator-Supplied Evidence

Every Educator shall have the right to compile and present any evidence or information that relates to their performance against the standards and/or progress toward plan goals.

The Educator may share any or all compiled evidence/information with their Evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's record of evaluation in the district's online evaluation system using the Educator Collection of Evidence Form. The Lead Evaluator shall acknowledge receipt of said contents with their electronic signature.

## **J. Evaluation Cycle: Formative Assessment**

### **1. Overview**

The Formative Assessment takes stock of the Educator's performance against the standards and/or progress toward plan goals throughout the evaluation cycle but typically takes place mid-cycle when the Lead Evaluator completes a Formative Assessment Report.

For an Educator on a two-year Self-Directed Growth Plan, the Formative Assessment Report occurs at the end of the year.

### **2. Timelines**

#### **A. Formative Assessment (one-year plans)**

Formative Educators on one-year or shorter plans, the Lead Evaluator shall complete at least one Formative Assessment report during the evaluation cycle. For one-year plans that begin at the start of the school year, they shall complete a report and deliver it to the Educator no later than February 15.

Either party may request and shall receive a personal conference which shall occur before the Lead Evaluator completes/signs the Formative Assessment report and delivers it to the Educator.

#### **B. Formative Assessment (two-year plans)**

For Educators on two-year Self-Directed Growth plans that begin at the start of the school year the Lead Evaluator shall complete a Formative Assessment Report and deliver it to the Educator by June 1 of the first year of the plan. Either party may request and shall receive an in-person conference which shall occur before the Evaluator completes/signs the Formative Assessment Report and shares it with the Educator.

C. Completion and Delivery of Formative Assessment Report

In assessing progress toward goals, the Lead Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by each individual to the team.

When writing a Formative Assessment Report, the Lead Evaluator need not recommend performance ratings on each standard or overall but instead may assess solely on progress toward goals. If they make no ratings recommendations, the previous summative ratings shall remain in effect.

The Lead Evaluator must review and approve any recommended change in a rating, either on a particular standard or overall, provided that:

- Reports giving an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the online evaluation system.
- No Educator previously rated Proficient or Exemplary overall may have their overall rating lowered through a Formative Assessment unless the following process has occurred:

Evaluators must first have noted at least three (3) classroom observations in the district's online system during the evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback. The observations must be 15 minutes in length and must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

If an Educator receives a formative assessment that differs from the summative rating the Educator had received at the beginning of the evaluation cycle, the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

The Lead Evaluator shall sign and date each Formative Assessment in the district's online evaluation system and deliver it

to the Educator. The Educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form in the district's online evaluation system. The Educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator and in the district's online evaluation system.

3. Post-Report Conferences

A. Educators Rated Unsatisfactory or Needs Improvement Overall

Any Educator so rated may request a conference with the Principal and/or the Lead Evaluator to discuss the Formative Assessment report, and the conference shall take place within 5 school days of the request. The Educator may request that a Union representative attend the conference.

B. Educators Rated Proficient or Exemplary Overall

Any Educator so rated, may request a post-report conference. If requested, the conference shall occur within 10 school days of the request.

**K. Evaluation Cycle: Summative Evaluation**

1. Overview

For all Educators, the evaluation cycle concludes with a Summative Evaluation report.

2. Timeline

For Educators on one- or two-year Educator Plans that begin at the start of the school year, the Lead Evaluator shall complete a Summative Evaluation Report and deliver it to the Educator between May 15 and June 1. On or before April 15, either party may request and receive an in-person conference which, if requested, shall occur before the Evaluator completes the Summative Evaluation Report and delivers it to the Educator.

For Educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation Report. At least 15 days before said date either party may request an in-person conference, which if requested, shall occur before the Lead Evaluator completes the Summative Evaluation Report and delivers it to the Educator.

3. Competing and Delivering the Report

The Lead Evaluator shall draft the Summative Evaluation Report using the Summative Evaluation Report Form in the district's online system.

The Lead Evaluator shall recommend to the Principal a rating on progress toward student learning goals; a rating on each of the four standards; and an overall rating. The Lead Evaluator shall provide a rationale and evidence for each recommendation.

In assessing progress toward goals, the Lead Evaluator shall consider evidence of the efforts, actions and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by the individual to the team.

The Lead Evaluator shall review the draft report and recommended ratings, provided that:

Reports that give an overall rating of Needs Improvement or Unsatisfactory must rely on evidence previously shared in Observation Feedback forms that the Principal or Lead Evaluator has already discussed in person with the Educator at a conference to which the Educator may invite a Union Representative if they wish to do so.

No Educator previously rated Proficient or Exemplary overall may have their overall rating lowered through a Summative Assessment /Evaluation unless the following process has occurred:

The Principal or Lead Evaluator must first have noted at least three (3) classroom observations in the district's online evaluation system during the evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback. The observations must be at least 15 minutes in length and must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

The Lead Evaluator shall sign the final Summative Evaluation Report and deliver it to the Educator. The Educator shall sign the report within 5 school days of receipt and may include a written response using the Educator Response Form in the district's online evaluation system. The Educator's signature shall denote

receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator in the district's online evaluation system.

4. Post Report Conferences

Any Educator regardless of their rating may request a conference with the Lead Evaluator and/or Principal to discuss the Summative Evaluation report, and the conference shall take place within five (5) days of the request. The Educator may request that a Union Representative attend the conference.

**APPENDIX G: MOA re:CARLTON INNOVATION SCHOOL**

**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
SALEM SCHOOL COMMITTEE  
AND  
SALEM TEACHERS UNION “CARLTON INNOVATION SCHOOL”**

1. Purpose

Pursuant to General Laws, Chapter 71, § 92, the Carlton School has been designated as an “Innovation School”. By said law, the School is required to create a “staffing plan” which shall contain a detailed description of how the staff will be recruited, employed, evaluated and compensated. It also shall include any proposed waivers or modifications of any collective bargaining agreement. In that regard, the District has met with the Salem Teachers Union and have reached agreement as to the “staffing plan”. In so far as this agreement may be found to be in conflict with the Collective Bargaining Agreement, the parties understand that this agreement shall serve as the controlling document.

2. Program Staffing

The hiring and employment of teachers who apply to work in the Assessment Camp and/or Success Block will be done consistent with the Collective Bargaining Agreement language contained in Article 8.1 (Pg. 47) i.e., “when other factors are the same among a number of candidates, seniority in the school department may be considered.”

3. Job Descriptions

The Principal of the Carlton School will be responsible for the creation of job descriptions specific to each of the above programs. These job descriptions will accompany each posting.

4. Compensation

- a. Carlton School teachers will be paid a one thousand dollar (\$1,000.00) stipend for the “start-up” of the 2012-2013 school year to cover the cost of additional time needed to undertake the initial development of the innovation school model.
- b. Teachers hired to participate in the August Assessment Camp shall receive a stipend of twelve hundred dollars (\$1,200.00) for the completion of this work.
- c. Teachers hired for “Success Block” tutoring (trimester basis) will be required to commit to a minimum of one trimester of service and will be compensated at the forty- five dollar (\$45.00) hourly rate.

This Agreement entered into this day of \_\_\_\_\_, 2013.

**APPENDIX H: SIDE LETTER re: INTERIM COMMITTEE AND  
CHAPTER I/TITLE I TEACHERS**

- A. Pursuant to the agreed-to amendment of Article 1.1, the Chapter I/Title I Teachers are accreted to the Teachers Unit. As such, said teachers shall receive all of the benefits of the Teachers Agreement effective immediately, except salary. As concerning salary, said teachers shall receive a three percent (3%) increase in salary and shall continue to advance upon the Chapter I Salary Schedule. As of September 1, 1998, said teachers shall be placed upon the teacher salary schedule within the appropriate Educational Lane, i.e., Bachelor Column, Masters Column, Master +15 Column, etc., but at the Step Level, without regard to years of experience, which would provide an increase in salary over that salary the teacher would have received had the teacher remained upon the Chapter I schedule, as adjusted by the general wage increase. As a result of such placement, the teacher and the Union waive any and all claims to previous years of experience for salary placement purposes and as a result thereof will progress upon the step levels on an annual basis.

This Agreement entered into this sixteenth day of June, 2016.

## **APPENDIX I: GLOSSARY OF ACTIVE JOINT LABOR-MANAGEMENT COMMITTEES**

**Joint Professional Development Committee:** Six union representatives and six administration representatives for the purpose of making recommendations to the Superintendent around professional development days.

**Joint Labor-Management Committee on Safety/Building Security:** Two union representatives and two management representatives to make recommendations on safety issues and develop safety protocols and training.

**Educational Committee:** Three union representatives and three management representatives to study and make recommendations as to education issues affecting the school system.

**Operations Committee:** Three union representatives and management representatives to discuss building based operational concerns.

**Joint Labor-Management Committee on Athletic Coach Stipends:** Shall meet during the 2024-2025 school year to review such stipends, and submit recommendations to the parties for negotiations.

**Joint Labor-Management Committee on High School Schedule:** To begin in the fall of 2024 for the 2024-2025 school year regarding the High School schedule, to address inequities that exist within the current schedule, and to discuss the maximum number of preparations to be assigned to various groups of High School Teachers. The Parties agree to bring the recommendations of the JLMC back to the negotiating teams for further negotiations.

**Joint Labor-Management Committee on Student-led Parent Conferences:** During the 2024-2025 school year, each building shall form a joint labor-management committee in collaboration with the school site council to discuss and issue guidance related to student-led parent conferences. Each school may be expected, during contractual time, to conduct student-led parent conferences during the 2025-2026 school year. The parties shall meet to negotiate over the continuation of these conferences prior to the conclusion of the 2025-2026 school year.

**APPENDIX J: MOA re: EXTENDED DAY PAY**

Memorandum of Agreement Regarding the Extended Day Pay

Whereas the Salem School Committee, hereinafter the “Committee” and the Salem Teachers Union, Local 1258, AFT, AFL-CIO, have entered into a Collective Bargaining Agreement for the Bargaining Unit commonly known as the Teachers Unit;

Whereas the Parties agree to an extended day programs at the Collins Middle School, Saltonstall School, and Bentley Innovation School for the 2020-2021 and 2021-2022 school year.

Specifically, the Parties agree as follows:

1. All teachers will receive an 8% differential for every additional 60 minutes of extended learning time. As such, teachers receive the following differentials:

For the 2020-2021 School Year:

- a. Collins Middle School: 45 minutes a day; 6%
- b. Saltonstall School: 60 minutes a day; 8%
- c. Bentley Innovation Schools: 90 minutes a day; 12%

For the 2021-2022 School Year:

- a. Collins Middle School: 60 minutes a day; 8%
- b. Saltonstall School: 60 minutes a day; 8%
- c. Bentley Innovation Schools: 90 minutes a day; 12%

This agreement is entered into this 25<sup>th</sup> day of April 2022.

For the Committee



For the Union





# **COLLECTIVE BARGAINING AGREEMENT**

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## **PARAPROFESSIONAL & SCHOOL RELATED PERSONNEL UNIT**

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Salem Teachers Union Local 1258  
American Federation of Teachers | AFT Massachusetts  
American Federation of Labor and Congress of Industrial Organizations

**AND**

Salem School Committee

**2024-2027**



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**MEMORANDUM OF AGREEMENT BY AND BETWEEN SALEM SCHOOL  
COMMITTEE AND  
PARAPROFESSIONALS UNIT OF THE SALEM TEACHERS UNION, LOCAL 1258  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO CONTRACT SETTLEMENT  
2024-2027**

WHEREAS, the Salem School Committee, hereinafter the Committee, and the Paraprofessionals Unit of the Salem Teachers Union, Local 1258, American Federation of Teachers, AFL-CIO, hereinafter the Union, have met for the purpose of negotiating a successor collective bargaining agreement for the bargaining unit commonly known as the Paraprofessionals' Unit; and

WHEREAS, as a result of those meetings, the Committee and the Union have reached such an agreement; and

WHEREAS, Massachusetts General Laws, Chapter 150E, Section 7 requires that such agreements be reduced to writing, it is

THEREFORE, AGREED as follows:

The Collective Bargaining Agreement entered into by and between the Committee and the Union for the period September 1, 2024, through August 31, 2027, is hereby incorporated herein with the following amendments:

WHEREAS, the parties believe the collective bargaining method is workable and competent and will add dignity and professionalism in the best sense to the joint effort of the Union and the Committee to reach an agreement; and

WHEREAS, the parties wish to declare their partnership in what must be the joint and a priority objective of both bodies – the best education possible for Salem's children, and

WHEREAS, the parties have met in collective bargaining for the purpose of negotiating the wages, hours, standard of productivity and performance, and any other terms and conditions, including class size and work load; and

WHEREAS, the parties have reached an agreement as to said mandatory subjects of bargaining; and SET FORTH that agreement in the following Articles:

**ARTICLE 1: RECOGNITION AND JURISDICTION**

**1.1 Recognition**

The Salem School Committee recognizes the Salem Teachers Union, Local 1258, American Federation of Teachers, AFT Massachusetts AFL-CIO as the exclusive representative for all employees working as paraprofessionals including, but not limited to the following:

- Intensive Instructional Paraprofessionals

- Instructional Paraprofessionals
- School Aides
- Behavior Specialists/Student Success Advisors
- Speech Language Pathology Assistants
- Certified Occupational Therapy Assistants
- Building Based Substitutes
- Full Time Tutors
- Family Engagement Facilitators

The parties shall form a Joint Labor-Management Committee during the 2024-2025 school year to discuss the voluntary recognition of additional job titles to be effective retroactively to the beginning of the 2024-2025 school year.

## 1.2 Position Information

- A. **Intensive Instructional Paraprofessionals.** All Intensive Instructional Paraprofessionals must be highly qualified. In addition to meeting the job requirements of an Instructional Paraprofessional, the Intensive Instructional Paraprofessional is specifically trained and may be routinely called upon to provide a full range of instructional and personal care and support services for students with a range of disabilities. Intensive Instructional Paraprofessionals will participate in professional development specific to the needs of the students they support and must obtain certification in an SPS approved de-escalation/ crisis prevention program (e.g. Safety Care) and be physically capable of and willing to engage in restraint, bending, running and lifting as required to meet the unique needs of their assigned student(s).

Intensive Instructional Paraprofessional positions shall include paraprofessionals hired to perform regular and continuing duties in the following substantially separate special education programs: Therapeutic Support Programs (K-12), In-district Public Day Programs (K-12), Intensive Autism Support Programs (K-12), and Life Skills Programs (K-12), Learning Skills Programs (K-8), High School Academic Support Intensive Program, as well as Special Education Early Childhood Programs. Any one-to-one (1:1) paraprofessional position shall be designated as a 1:1 Intensive Instructional Paraprofessional. 1:1 paraprofessional positions are created for specific students who require the regular and continuous duties of an intensive instructional paraprofessional, per their IEP.

- B. **Instructional Paraprofessionals.** Instructional paraprofessionals work in a variety of settings supporting instruction, implementing behavioral intervention plans and assisting in the smooth operation of the daily functions of the school. Special Education Instructional Paraprofessionals must be certified in an SPS approved de-escalation/crisis prevention program (e.g. Safety Care). The District will provide this training. All Instructional Paraprofessionals must be highly qualified. A paraprofessional is considered highly qualified if they possess an Associates Degree, have earned at least 48 credits toward a Bachelor's degree, or

have passed the ParaPro Test. Instructional Paraprofessionals include the following job titles:

- Special Education Instructional Paraprofessional
- Kindergarten Paraprofessional
- Library Paraprofessional

Instructional paraprofessionals work in a variety of settings supporting instruction, implementing behavioral intervention plans and assisting in the smooth operation of the daily functions of the school. Many Instructional Paraprofessionals will be certified in an SPS approved de-escalation/ crisis prevention program (e.g. Safety Care).

C. **School Aides.** School Aides provide a variety of support services within a school and are not required to be highly qualified and include the following job titles:

- General Paraprofessionals
- Front Desk Paraprofessionals
- Lunch Paraprofessionals

### 1.3 Jurisdiction

The jurisdiction of the Salem Teachers Union shall include those persons who now or hereafter perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present employees or modified by new processes or equipment.

### 1.4 Definitions

- The term "Committee" as used in this Agreement shall mean the Salem School Committee.
- The term "Union" as used in this Agreement shall mean the Salem Teachers Union, Local 1258, AFT, AFT Massachusetts AFL-CIO.
- Where the singular is used, it shall also mean singular and plural.
- Where the term "school aid" shall mean an employee who works to support students in a school, in a non-instructional support role.
- The term "PSRP Unit Member" shall mean all employees in the PSRP Bargaining unit.

## ARTICLE 2: FAIR PRACTICE

2.1 The Salem School Committee shall continue its policy of hiring, assigning, transferring and promoting its employees without regard to race, color, ethnicity, national origin, ancestry, religion, disability, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, sexual orientation, physical appearance, or home status or any other protected category as defined by state and/or federal law or affiliation with any employee organization.

The Federation will accept into voluntary membership all employees covered by this Agreement without regard to race, color, ethnicity, national origin, ancestry, religion, disability, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, sexual orientation, physical appearance, or home status or any other protected category as defined by state and/or federal law or affiliation with any employee organization.

**ARTICLE 3: COMPENSATION**

**3.1 Salary and Classifications**

- A. Effective the 2024-2025 school year, employees in Tiers 1-3 shall receive a 7.00% General Wage Increase, and employees in Tiers 4-7 shall receive a 4.25% General Wage Increase.

Effective the 2025-2026 school year, employees shall move to a new pay structure outlined in appendix A, which includes a 3 step pay scale for Tier 2 and Tier 3 employees, on which employees would remain on step 1 for 2 years and then advance annually thereafter.

Wages are further outlined in the tables found in APPENDIX A.

- B. Bargaining unit employees shall be grouped in the following position classification for salary purposes:

<b>Classification Tier</b>	<b>Job Category</b>
Tier 1	Building Based Substitutes
Tier 2	Instructional Paraprofessionals Special Education Paraprofessionals School Aides
Tier 3	1:1 Special Education Intensive Instructional Paraprofessional  Intensive Instructional Paraprofessional
Tier 4	Full-Time Tutor
Tier 4.5	Family Engagement Facilitator
Tier 5	Behavior Specialists/Student Success Advisors
Tier 6	Certified Occupational Therapy Assistants

Tier 7	Speech Language Pathology Assistants
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If a lower tiered employee asked by an administrator to serve in a substitute role for a worker in a higher classification for a day, the employee will receive compensation at the rate afforded to the Intensive Instructional Paraprofessional for any full days serving in this role.

**3.2 Longevity Schedule**

YEARS OF SERVICE	PAYMENT
5	\$100
10	\$500
15	\$600
20	\$1250
25	\$1350

Effective the 2025-2026 school year, eligible employees shall receive longevity payments of the following amounts:

YEARS OF SERVICE	PAYMENT
5	\$600
10	\$1,000
15	\$1,100
20	\$1,750
25	\$1,850

**3.3 Method and Time of Payment**

Payment of salaries shall be every other week. Pay shall be distributed via direct deposit. In addition, all employees must provide an active email address for receipt of payroll and earnings information. Working before or after the regular school year shall be compensated at the same hourly rate as paid during the regular school year.

**3.4 Compensation for Substitute Work**

- A. Absent Teacher
 

Paraprofessionals who work as a substitute teacher for an absent classroom teacher shall be compensated at their regular hourly rate of pay pursuant to Article III of this Agreement. Notwithstanding the foregoing, paraprofessionals who work as a substitute for an absent classroom teacher for more than three (3) hours per day shall be paid an additional \$45.00 per day over and above the regular hourly rate of pay. Paraprofessionals who work up to three (3) hours as a substitute for an absent classroom teacher shall be paid an additional \$30.00 per day over and above the individual's regular hourly rate.

Paraprofessionals in tiers 1-3 who substitute for an absent school-based clerk, shall be compensated at the clerk's hourly rate if that is higher than the Employee's current hourly rate of pay.

Principals will make best efforts to equitably schedule coverage of clerks among staff.

**B. Teacher present but unavailable**

In the event the paraprofessional is called upon, with prior approval from the principal, to substitute while the teacher is present in the building but temporarily unavailable, the paraprofessional shall be compensated at their regular hourly rate, pursuant to Article III of this Agreement, plus additional compensation as follows:

- For one (1) consecutive 45-minute interval up to one hour: \$15 per day.
- For cumulative or consecutive intervals (minimum of 30 minutes) where a paraprofessional is providing coverage for a teacher that exceeds one hour up to three hours the paraprofessional will receive \$30 and where the paraprofessional is providing coverage for a teacher that exceeds three hours, the paraprofessional will receive \$45.

If there are two or more paraprofessionals present when substitute compensation can be earned, only one paraprofessional can document this time on their timesheet. The appropriate administrator will approve and ensure that this is assigned equitably among the paraprofessionals assigned to the classroom.

**3.5 Bachelor's Degree Stipend**

Beginning in the 2022-2023 academic year, bargaining unit employees who have earned a bachelor's degree shall receive an annual stipend in the amount of five hundred dollars (\$500.00).

**3.6 Bilingual/Biliterate Stipend**

All active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand five hundred dollars (\$1,500.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs. The stipend will be prorated if the member earns their certification after the 91<sup>st</sup> school day to \$750.

**3.7 New Employee Hiring Credits**

- A. New employees shall be credited with one year of service for salary purposes for active military service not less than two years, except such

credited time shall not be applicable to professional status. The maximum credit allowed shall be two years for service not less than two years.

- B. New employees shall be credited with one year of service for salary purposes if they are certified or deemed to be bilingual or biliterate via employer approved certification process and/or test. This hiring credit shall not apply to Family and Engagement Facilitators as this is a condition of employment and has been otherwise incorporated into the wage scale for this position.
- C. New Employees shall be credited with one year of service for salary purposes if they are a graduate of Salem Public Schools.

### **3.8 Annualized Wages**

At the beginning of each school year, members shall be given the option of receiving either twenty-one (21) or twenty-six (26) paychecks over the subsequent twelve months starting in September. Their selection shall remain binding for that period of time. They shall be given the option of changing their number of paychecks each year. Additional hours worked beyond regularly scheduled hours shall be paid in accordance with Massachusetts wage and hour laws.

### **3.9 Chaperoning Compensation**

Employees accompanying students on School Committee approved overnight curricular field trips shall earn their contractual day rate plus additional compensation in the amount of \$100 dollars for each overnight spent for domestic trips only and for a maximum of five (5) nights per employee per trip upon the submission of a signed overnight trip form. This provision does not apply to club and extracurricular overnight field trips.

PSRPs chaperoning non-overnight, day field trips which extend past the end of the contractual work day shall receive their hourly rate of pay.

### **3.10 Athletic Coaches**

Effective the 2024-2025 school year, the stipends for all athletic coaches shall be incorporated into the Collective Bargaining Agreement. The parties shall form a Joint Labor-Management Committee during the 2024-2025 school year to review such stipends, and submit recommendations to the parties for negotiations.

### **3.11 Attendance Incentive**

Should all STU members achieve a STU-wide overall attendance rating of 95% in a given year, the work year for all STU members shall be reduced from 185 to 184 for the following year, without loss of pay. If the STU membership achieves the same attendance rating of 95% in subsequent school years, the work year shall remain at 184. If the STU membership does not maintain the same attendance rating of 95% in a subsequent year, the work year shall return to 185 days. All PSRP employees shall be paid for 185 work days.

The 95% overall rating shall be calculated as follows:

STU bargaining unit members will achieve an attendance rating by reviewing their attendance from their date of hire (i.e., first day of work) in a given year through the last day in the teacher work year (i.e., total number of days in attendance divided by total number of possible days worked). All individual employee attendance ratings, for employees who are employed as of the last day in the educator work year, shall be averaged to arrive at the unit-wide overall attendance rating. The incentive must be earned as an entire group.

An absence shall be defined as a day that is a scheduled workday where an employee does not report to work or perform working duties from another approved working location.

The following types of absences will not count in the total tallied absences:

- Religious Holiday Observances
- Jury or Military Duty
- Bereavement
- Parental leave
- FMLA leave
- Approve extended contractual leave
- Sick days as a result of a personal injury caused by an accident or an assault occurring within the scope of the educator's employment

An employee will be considered absent when using paid sick leave, personal leave, and/or unpaid leave.

## **ARTICLE 4: SUPPLEMENTAL BENEFITS**

### **4.1 Workers' Compensation**

PSRP Unit members are covered by the provisions of the Massachusetts Workers' Compensation Act of the General Laws of Massachusetts.

### **4.2 Group Insurance**

PSRP Unit members eligible for coverage under General Laws, Chapter 32B, shall be entitled to enroll in the health insurance and life insurance plans offered by the employer.

## **ARTICLE 5: WORKING CONDITIONS**

### **5.1 Length of Workday**

A. The length of the workday for employees shall follow the daily schedule for the students they serve in the school to which the employee is assigned in a given year, including schools that have extended learning time hours.

Employees at the Early Childhood Center shall work an additional fifteen (15) minutes before the student day and ten (10) minutes after the student day.

The length of the workday for School Aides may vary, depending on their specific job assignment.

In all cases, the workday for employees shall be no less than two (2) hours and no more than eight (8) consecutive hours in length. On occasion, employees may be asked by their supervisor to work additional hours with notice, compensation, and right to refuse.

Employees shall receive a duty free, unpaid 30-minute lunch break each day, to be taken at a time other than the start of the school day or at the end of the school day. Effective the 2025-2026 school year, employees shall receive a duty-free, paid 30-minute lunch break.

- B. Family Engagement Facilitators will work a total of 40 hours/week, with a 30-minute duty-free, unpaid lunch daily for 37.5 work hours. All Family Engagement Facilitators will generally work a 7.5-hour day. These hours will be staggered based on the needs of the school. General schedules will be set with building Principals a month in advance, including staff meetings, weekend, and evening commitments.

## **5.2 Length of Work Week**

The work week for PSRP Unit members shall vary depending on the specific job category and assignment. In all cases, any PSRP Unit member who works in excess of forty (40) hours in any calendar week shall be compensated at one and one-half (1 ½) times the hourly rate for said excess hours.

## **5.3 Length of Work Year**

- A. The work year for PSRP Unit members shall be 185 days, beginning with four days, paid orientation/professional development days before the start of the student's school year in addition to the 180 days of the student school year and including one additional day of professional development to be scheduled alongside one of the full-day professional development days scheduled for teachers. The days worked prior to the beginning of the student school year shall include the staff-wide orientation days. The scheduling of the work year shall align with the teacher schedule in any given year, to the best extent possible. The work year for PSRP Unit members working in schools with a longer school year shall be the same as that established for the school.

Hours worked on full-day and early release professional development days shall be the same as a regular work day for each PSRP Unit member, unless advance notice of at-least one month is given in order to align work hours with district-sponsored professional development activities. PSRP Unit members may be excused from the professional development that occurs

outside of their regularly scheduled hours early if they produce documentation of regularly scheduled hours for a second job or childcare needs which conflict with the professional development. The district will employ technology to the greatest extent possible to minimize the occurrences of this provision.

- B. Family Engagement Facilitators will work two hundred ten (210) days a year. The days shall include all days of the academic year plus additional days to meet the operational needs of the district that may include weekends and periods over student vacations. Those additional days shall be scheduled by mutual agreement of the Family Engagement Facilitators and their direct supervisor. At the beginning of each academic year, the Family Engagement Facilitators and supervisors shall generally map out the additional work days with the understanding it may change by mutual agreement.

#### **5.4 Staff Meetings**

Employees may be required to remain after the end of the regular workday to attend a reasonable number of departmental, individual school or system-wide staff meetings each school year. Such meetings shall not exceed, in aggregate, twenty-five (25) hours in the school year. Said meetings at the high school shall not extend beyond one hour and thirty minutes after the conclusion of the student day. The Employer shall provide the meeting schedule for the whole work year prior to the first student day. Employees will be given at least two (2) weeks' notice of meetings lasting longer than one (1) hour.

#### **5.5 Professional Development**

PSRP Unit members shall be notified of all required professional development days in the district/school calendar. The district will also publish dates of all other opportunities for professional development.

All required professional development days are paid for each member of the PSRP Unit who is required to work.

Professional development or building based activities are routinely scheduled during half- day professional development days. If the PD occurs during the employees' normal work hours, these PD sessions are mandatory and PSRP Unit members must attend as part of their job expectations.

The Employer shall create a Professional development plan and distribute to employees prior to the start of the school year.

#### **5.6 Seniority**

Seniority shall be defined as the length of continuous service in the Salem School System. The date of hire of continuous employment of the employee shall be the effective date of employment.

Each October 1, the School Committee shall give to the Salem Teachers Union a copy of the seniority list showing the date of initial hire and length of continuous service. An employee's seniority shall be deemed broken by termination of employment or service outside the bargaining unit.

### **5.7 Layoff Notices**

- A. For the purposes of layoff within the bargaining unit, the seniority shall be segmented by job category (e.g., Tier1, Tier 2, etc.).
- B. Employees shall be laid off by seniority within each list.
- C. In the event of layoffs, and no later than June 30th of each year, the Committee, through the administration, shall determine by classification, the positions required for the forthcoming school year. Said positions shall be listed, and in accordance with seniority, each PSRP Unit member shall be invited to select a position within his or her classification.
- D. Employees in one classification, who have been certified by the Superintendent as being qualified for a different classification, shall have the right to exercise their seniority on all lists on which they are so certified.

### **5.8 Recall**

An employee laid off in accordance with Article V-C shall be placed on a recall list according to their seniority within each job category. As vacancies occur or new positions become available, PSRP Unit members will be recalled according to their seniority, providing they have the ability and qualifications to perform the work. Individuals with greater seniority and a minimum average score of 3 (3) or more on their most recent overall yearly performance evaluation will choose from jobs prior to those with less seniority and an average score of two (2) or less.

### **5.9 Displacement Pool**

The following procedure shall be used for all instances of filling vacancies with internal candidates prior to posting paraprofessional jobs externally. This includes any paraprofessional who wishes to transfer from one position to another and/or those who may be displaced due to enrollment/budget shifts, etc.

- The least senior paraprofessional in the affected classification in the building shall be displaced.
- Paraprofessionals who are assigned to buildings that are closed shall be displaced.
- Paraprofessionals may voluntarily enter the displacement pool and must notify administration of their intent to enter the job pool by June 1.
- Paraprofessionals who are displaced shall select from the available vacancies for which they are qualified in order of their seniority.

- The list of displaced paraprofessionals by seniority and qualifications and list of vacancies shall be given to the Union prior to holding the displacement pool.

Paraprofessionals who have been displaced shall receive notice of such displacement by June 15th each year and this notice shall include the date of the Job Pool to be scheduled no later than June 30th. In addition, Letters of Reasonable Assurance for Paraprofessionals who will be retained for the following school year will also go out by June 15th.

#### **5.10 Fair Dismissal**

No employee, having been continuously employed for more than one year, shall be disciplined or discharged without just cause, except that an employee may be non-renewed with or without cause after their first or second academic year.

#### **5.11 Evaluation**

Instructions for Evaluating PSRP Unit Staff

**Purpose.** This form is intended to record the evaluator's assessment of the above-named person's job performance during the school year shown. The purpose of the evaluation is to recognize the employees' effective or outstanding performance and to improve less than satisfactory performance.

**Schedule.** At the beginning of each school year, the identified evaluator should meet with PSRP Unit staff individually or in a group setting to present the evaluation tool. No evaluator shall be a member of the Salem Teachers Union. All Evaluators must be licensed as Academic Administrators by the Massachusetts Department of Elementary and Secondary Education (DESE) and must be employees of the District and in an administrative position that is at least a .4 full-time equivalent.

Observation and Evaluation shall be completed each year for each PSRP Unit member in their first 2 years of employment, as well as every other year for the PSRP Unit member beyond year two of employment, as detailed below:

First-year PSRP Unit members shall be observed formally once prior to their 90th day of employment and a second time before May 15th.

Second-year PSRP Unit members shall be observed formally once before January 15th and a second time before May 15th.

PSRP Unit members who have successfully completed 2 years of employment shall be observed formally every other year, once before January 15th and a second time before May 15th. For PSRP Unit members with issues of concern that have been noted, evaluator(s) may place the PSRP Unit member on-cycle during an off-cycle year following the steps outlined below.

A formal observation consists of the following components:

- Notice of the upcoming observation must be issued.
- Following the observation, there shall be a debrief meeting between the evaluator and the PSRP Unit member.
- Within 10 school days of each observation, the evaluator shall document the discussion in writing to the PSRP Unit member.

Evaluations will be completed in the current online evaluation system that the District uses. Prior to completing the Evaluation Form the evaluator shall meet with each PSRP Unit member to review the individual's performance. This Evaluation Form is to be completed and signed by the primary evaluator and provided to the PSRP Unit member by June 1st. The PSRP Unit member being evaluated shall have an opportunity to make written comments about the evaluation she/he receives. Those comments will be considered part of the final evaluation document. This Evaluation Form shall be completed and submitted to the employees' online evaluation system each year that a PSRP Unit member is on-cycle for observation/evaluation.

*Issue(s) of Concern During School Year:* If during the school year the evaluator believes that the PSRP Unit member is having a serious job performance problem, then the problem must be addressed with the employee as an area of concern. A meeting shall be held, and the PSRP Unit member may ask for union representation to be present. The results of this meeting shall include a written summary of the issue of concern (or issue of continuing concern), and action steps the PSRP Unit member is to take to improve her/his job performance. The summary shall be put in writing into the district's online evaluation system for the PSRP Unit member promptly after the meeting is held and not more than within ten (10) days after the meeting is held. The result of this action would hereby place the PSRP Unit member on an evaluation cycle, should they be on an off-cycle year. Reference to the PSRP Unit member having successfully addressed the area of concern, or not addressed the concern, must be documented in writing when completing the final Evaluation Form.

Evaluators may place an off-cycle PSRP Unit member on an evaluation cycle in cases where serious performance concerns continue without improvement.

The evaluation instrument/form, as referenced in this agreement, shall not be altered or updated without prior consultation and mutual agreement between the UNION and the EMPLOYER.

#### **5.12 Personnel Files**

PSRP Unit member files shall be maintained under the following conditions in accordance with MGL Chapter 149 Section 52C. MA Law <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section52C>

An employer shall notify an employee within 10 days of the employer placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. An employer receiving a written request from an employee shall provide the employee with an opportunity to review such employee's personnel record within 5 business days of such request. The review shall take place at the place of employment and during normal business hours. An employee shall be given a copy of the employee's personnel record within 5 business days of submission of a written request for such copy to the employer. An employer shall not be required to allow an employee to review the employee's personnel record on more than 2 separate occasions in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be 1 of the 2 annually permitted reviews.

If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file. If an employer places in a personnel record any information which such employer knew or should have known to be false, then the employee shall have remedy through the collective bargaining agreement, other personnel procedures or judicial process to have such information expunged. The provisions of this section shall not prohibit the removal of information contained in a personnel record upon mutual agreement of the employer and employee for any reason.

Official grievances shall not be placed in the individual's personnel file, nor shall such grievance become part of any other file or record which is utilized in the promotion process, nor shall it be used in any recommendation for job placement.

#### **5.13 Reporting Assault Cases**

Any matters pertaining to workplace injury shall be handled in accordance with MGL Ch 152 (Worker's Comp) and reported to the Superintendent or his/her designee.

#### **5.14 Damage or Loss of Property**

No PSRP Unit member shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the PSRP Unit member.

An employee shall report in writing any loss, damage or destruction, to the principal, immediately upon becoming aware of such loss, damage or destruction.

**5.15 Safety Care Training & Certification**

- A. PSRP Unit members may access a complete description of the student discipline code available in the district/school student handbooks (on website) or through the school and/or district office.
- B. School officials will inform PSRP Unit members of the practices required to support a student's positive behavior intervention plan. In all cases, PSRP Unit members are to maintain confidentiality of student information.
- C. Special Education Paraprofessionals and Family Engagement Facilitators are required to obtain Safety Care Certification. The District will provide the training.

**5.16 Information at School Level**

- A. All official circulars shall be posted on the school's bulletin board and a copy given to the Union representative.
- B. Whenever possible and where space allows, a mailbox shall be provided for PSRP Unit members' use.

**5.17 Filling in for Sickness**

If a paraprofessional is absent and no substitute is available, the extra hours shall be filled, on a rotating basis, in order of seniority, by any paraprofessional available, provided that said paraprofessional is able to perform his or her regular assignment.

**5.18 Personnel Directory**

The Teachers handbook, if published, shall contain a listing of the names, addresses and telephone numbers of all PSRP Unit members, five (5) copies of which shall be given to the Union.

**5.19 Summer Work Opportunities**

Any and all summer work opportunities for PSRP Unit members, including those involving federal and state grants, which have been received before the close of school, shall be posted before the close of school in June.

**5.20 Employment Requirements**

As a condition of employment, all instructional paraprofessionals assigned to Title I funded targeted and school wide programs, shall meet the educational and/or training requirements of the Elementary and Secondary Education Act as enacted through the No Child Left Behind Act of 2001 or as later amended.

**5.21 Mutual Dignity and Respect**

The parties agree to act at all times in such manner as to assure proper dignity and respect to PSRP Unit members, teachers and administrators.

### **5.22 Tuition Reimbursement**

For undergraduate or graduate work which is applicable to a PSRP Unit member's role, or another role in the district which they are seeking to pursue, PSRP Unit members attending university/college classes will receive tuition reimbursement equivalent to the cost of in-state tuition and fees for a three (3) credit course at Salem State University. Requests for reimbursement shall be submitted to the Office of Human Capital for approval, prior to taking the course. Such a request shall be submitted upon a form provided by the District.

PSRP Unit members are responsible for submitting all of the information on the tuition reimbursement form before the course is approved.

The maximum amount to be expended shall be twenty thousand dollars (\$20,000) per fiscal year. This amount shall cover regular tuition reimbursement. The district shall develop procedures aligned to this agreement to govern the tuition reimbursement process. The procedures will align to those followed by the teacher bargaining unit, to the extent possible.

### **5.23 Special Education Class Sizes & Staffing**

Special Education class sizes, caseloads, and staffing ratios shall be maintained within applicable state regulations found at 603 CMR 28.06(6-7).

### **5.24 Therapy Assistant Preparation Time**

Each SLPA, COTA, PTA, and Behavior Specialist/Student Success Advisor will be entitled to at least 90 minutes over the course of a week for preparation time.

### **5.25 Teacher-Therapist Planning Time**

Teachers, related service providers, and paraprofessionals shall be provided with up to two (2) hours, during the professional development work days prior to the start of the school year, to meet to discuss students on their respective caseloads for the upcoming year. Principals shall arrange for the scheduling of these hours.

### **5.26 Job Descriptions**

The Employer shall maintain updated job and role descriptions for all bargaining unit positions. Such descriptions will be provided to the Union on request, when new positions are created, or amended. The Employer shall provide the Union with copies of new or amended job descriptions prior to implementation.

### **5.27 Onboarding**

The Committee will provide the opportunity for the Union to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes either during the new member orientation prior to the start of the school year, or on a faculty meeting day within one (1) month of hire if the member is hired after the start of school. On the teacher orientation days just prior to the opening of the student year, the Union shall be

provided one thirty-minute period before or after general faculty orientation meeting(s) in order to meet with all teachers to discuss Union activities.

**5.28 Testing/Meeting Space**

Each school shall provide confidential space for student testing, evaluation of students, and for virtual meetings.

**5.29 Safety Team**

One Union designee shall be included on the district-wide Safety Team.

**5.30 Recess Staffing**

At the elementary level, there shall be a 1:35 ratio of employees: students during recess at all times.

**ARTICLE 6: TRANSFERS, ASSIGNMENTS, VACANCIES**

**6.1 Transfers and Reassignments**

- A. Paraprofessionals who desire a change in assignment or who desire to transfer to another building for the next school year shall participate in the paraprofessional job pool (see description of the job pool) or apply directly to the online job postings when they are available.
- B. No assignment of new personnel shall be made until all internal/currently employed paraprofessional who participate in the job pool have been placed.
- C. Transfers or reassignments, whether voluntary or involuntary, shall not affect the employee's seniority
- D. Should a student assigned to a 1:1 Paraprofessional move out of Salem or transition to an out-of-district program midyear, that 1:1 Paraprofessional will be assigned to a comparable position elsewhere in the district and will retain the same hourly compensation until the end of the school year, at which time the Paraprofessional may elect to remain in their assignment at the designated hourly compensation for that position, or they may elect to enter the Job Pool.

**6.2 Vacancies and Postings**

- A. When vacancies occur or new positions are created, jobs will be posted on the online recruitment site as well as on the district's website.
- B. Job postings shall set forth the qualifications, requirements, duties, number of hours, salary and other pertinent information. An abbreviated version of all job postings shall also be posted in Spanish.
- C. Nothing shall prevent the Superintendent and/or Principal from filling positions on an acting basis, provided however, such positions are filled on a permanent basis within forty-five school days.

- D. In the event of a vacancy for a Special Education Intensive Instructional Paraprofessional position, applicants who are qualified and hold a position of Special Education Instructional Paraprofessional shall be interviewed and considered for the position.

**6.3 Paraprofessional Expectations During Student Promotion**

Principals may reassign paraprofessionals within their building, including assignments that track with student promotion. In situations where students are promoted to another building, paraprofessional bargaining unit employees may be asked to support a student transition to the higher grade. This transition period shall be limited to no more than two (2) hours per day for no longer than the first two (2) weeks of school. By mutual consent of the employee and principal, bargaining unit employees may voluntarily transfer to the new building.

**ARTICLE 7: LEAVES OF ABSENCE**

**7.1 Sick Leave**

Each employee shall be granted one and one half (1.5) days of sick leave for each month worked. There shall be a maximum of fifteen (15) days per school year for 10- month employees and sixteen and one half (16.5) days per school year for 11-month employees (Family Engagement Facilitators). Sick leave may be accumulated from one school year to another up to a maximum of one hundred (100) days.

PSRP Unit members shall be eligible for a payment of \$400 in January of each year if they are on the payroll and have not used any sick days in the prior calendar year. If PSRP Unit members have only used one (1) day of sick leave in the prior calendar year, they shall be eligible for a payment of \$100 in January of each year if they are on the payroll. To qualify for this incentive, PSRP Unit members must have worked the full calendar year. The first such payment will be made in January 2018, based on the attendance for the 2017 calendar year.

**7.2 Sick Leave Reporting**

Bargaining unit employees must enter sick leave in the district’s Absence Reporting System and must notify their supervisor of their absence with as much notice as possible, but no later than prior to the start of the school day.

**7.3 Sick Bank**

- A. There is hereby established a Sick Leave Bank for the employees covered by the Collective Bargaining Agreement under the following rules and regulations:
  - i. The Sick Leave Bank is a benefit available to support PSRP Unit members who, due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness. The purpose of Sick

Leave Bank is to provide support for STU members who are experiencing the devastating effects of a serious, long- term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

- ii. The Sick Leave Bank shall be administered by the Office of Human Capital, under the direction of the Sick Leave Bank Committee. Sick Leave Bank Committee that shall be comprised of two (2) voting members from the STU and three (3) voting members from administration. When new members of the Bargaining Unit are initially employed, the Administration shall provide such members with an enrollment form. Any employee, who so desires, may assign one sick leave day to the general Sick Leave Bank within thirty (30) days from the date of employment, or within the first two (2) weeks of any school year.
- iii. At any such time that the total number of days in the Sick Leave Bank is reduced to one hundred (100), any employee wishing to continue membership shall contribute one additional day. In the event that an employee has no sick leave credit from which to contribute and said absence of sick leave credit is the sole result of earlier participation within the bank during that school year or current participation within the bank, then that employee shall continue to be a member, but must contribute a sick day as soon as they receive creditable sick leave.
- iv. When the sick leave bank is reduced to 100 days, the District will provide members of the Bargaining Unit with the following notice:

*The Sick Bank has been reduced to one hundred (100) Days. If you wish to remain a member, one (1) additional day will be deducted from your sick time and automatically deposited to the Sick Bank and your membership will continue. If you wish to be removed from the Sick Bank, please notify the payroll office, in writing, at least fifteen (15) days from the date of notification. Failure to notify, in writing, will automatically continue your membership in the Sick Bank.*
- v. Any employee, who is a member of the Sick Leave Bank, has exhausted his or her leave time, and who requires additional time to recover from a serious illness or injury may, after five (5) consecutive no-pay absences, starting on the sixth (6th) working day, draw upon the bank for no more than thirty (30) working days, provided that adequate medical certification has been submitted along with a Sick Bank Withdrawal Application. Documentation from a medical professional must be submitted verifying the nature of the serious illness or injury requiring the employee to remain absent for a prolonged period of time. Medical documentation must also provide an

indication of an expected return date and/or date upon which the employee is to be re-evaluated.

- vi. The School Committee retains the right to require employees seeking withdrawals from the Sick Bank to obtain a second opinion by visiting a physician selected by the School Committee and paid for by the School Committee.
- vii. Upon the expiration of the thirty (30) working days of Sick Bank time, the employee shall either return to work or submit a Sick Bank Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial thirty (30) working days. The Sick Bank Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial thirty (30) working days) from the sick bank.
- viii. Sick Bank Extension Applications shall be reviewed and approved or denied by the Sick Leave Bank Committee. An approved extension shall be granted for not more than sixty (60) working days, which amounts to ninety (90) working days of accrued time on the sick bank.
- ix. Upon the expiration of the ninety (90) working day interval, the employee shall either return to work or submit a second Sick Bank Continuing Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial ninety (90) working days. The Sick Bank Continuing Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial ninety (90) working days) from the sick bank.
- x. Sick Bank Continuing Extension Application shall be reviewed and approved or denied by the Sick Leave Bank Committee. An approved continuing extension shall be granted for not more than ninety (90) working days, which amounts to a total of one hundred eighty (180) working days of accrued time on the sick bank.
- xi. In no event shall any employee be entitled to draw more than one hundred eighty (180) consecutive working days from the sick bank.

- xii. The Sick Leave Bank Committee shall authorize her/his staff in Human Resources to approve or deny all sick leave bank applications on the basis of the information submitted and in alignment with the purpose of the sick leave bank should any application for sick leave withdrawal raise any issues of concern, the Sick Leave Bank Committee or his/her designee shall consult with the Union prior to taking any action.
- xiii. Employees may apply for the withdrawal of up to twenty (20) sick days from the sick leave bank for the care of eligible family members, as defined by the FMLA.
- xiv. The decisions of the Sick Leave Bank Committee regarding twenty (20) day withdrawals to care for family members are final and not subject to the grievance and arbitrations procedures under the Contract.
- xv. Retiring employees may donate up to twenty (20) sick days from their unused accrual to the sick bank.

#### **7.4 Personal Days**

- A. Three (3) personal days per school year may be used by each employee, without being charged to sick leave.
- B. Whenever possible, three school days written notice shall be given to the School Principal.
- C. Unused personal days shall be converted to sick days and added to the employee's sick day accrual at the beginning of the subsequent school year.

#### **7.5 Family, Medical and Parental Leaves of Absences**

PSRP Unit members who have completed their probationary period may be eligible for leave when necessary due to a medical condition, to care for a new baby, or for adoption of a child. A PSRP Unit member's eligibility for such leave and its duration is dependent on a variety of factors, including each employee's job requirements, length of service, union contract, specific reason for the leave of absence, and adequacy of required documentation pertaining to the leave request. Leaves may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances as specified in this policy. PSRP Unit members who work six (6) hours per day or more and who are employed for at least one (1) year and thus have worked a total of 30 hours per week shall be considered eligible for FMLA Leave. PSRP Unit members who work six (6) hours per day or more and who are employed for at least one (1) year and thus have worked a total of at least 1116 hours in a year shall be considered eligible for FMLA leave.

In addition, in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Amendments of 2008, as from time to time amended, full and regular part-time eligible school department employees who

have been employed for at least twelve (12) months and have worked at least 1,250 hours over the past twelve (12) months, may apply for an unpaid family medical leave. Per this agreement, PSRP Unit members who qualify according to Section D #1 above, shall be considered eligible for FMLA Leave. The 2008 Amendments offer a way to support family members of military personnel to be eligible for up to 26 weeks of job-protected leave in a twelve (12) month period of care for a covered service member with a serious illness or injury incurred in the line of active duty. This leave may be taken intermittently when medically necessary.

All leaves above will run concurrently to the extent the employee's time off falls within the parameters of any of the various leaves of absence provided by this policy. For example, if an employee is eligible for an eight-week maternity leave, a twelve-week FMLA leave, and a twelve-month parental leave, all leaves will begin on the first day of the leave and run concurrently. Time off due to work-related injury will also run concurrently with any other applicable leave provided by this policy. Approved family, medical, and/or parental leaves for teachers may be either paid or unpaid depending on the amount of accrued sick time available for each individual teacher.

Up to 12 weeks of paid FMLA leave may be used if the employee has the accrued time for personal illness/injury. Up to 8 weeks of paid time may be granted for parental leave or leave related to the care of a newborn child.

All applications for family, medical, and/or parental leave shall follow the process outlined in section 3.

## **7.6 Family and Medical Leave**

The purpose of family and/or medical leave is:

- A. To care for the employee's child within one year of birth, adoption or the initiation of foster care;
- B. To care for a child (who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability), a spouse, or a parent with a serious health condition;
- C. The employee's own serious health condition that makes the employee unable to perform his/her job;
- D. Qualifying emergencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying emergency leave, an employee's son or daughter on covered active duty refers to a child of any age;

E. Military caregiver family leave is to care for the spouse, parent, child, or next of kin of a service member who suffered a serious injury or illness while on active duty. A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:

- a period of incapacity or treatment connected with inpatient care;
- a period of incapacity requiring absence of more than 3 calendar days from work or daily
- activities also involving continuing treatment by a health care provider;
- any period of incapacity due to pregnancy or for parental care;
- any period of incapacity due to a chronic serious
- health condition (e.g., asthma, diabetes, epilepsy);
- any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases); or
- a period of absence to receive multiple treatments for an injury or condition which would result in incapacity for more than three days if not treated (e.g., chemotherapy, physical therapy, dialysis).

FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. Example: if a teacher takes twelve (12) weeks of parental FMLA leave, either maternity, or parental leave and February vacation occurs during the leave, that vacation week does not count toward the employee's eligible twelve (12) weeks of FMLA leave.

If a married couple is employed by the District, they may take a combined twelve (12) weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for twelve (12) weeks each. Example: if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six (6) weeks due to their own serious health condition or to care for a parent with a serious health condition. When a leave is foreseeable, employees are required to complete the FMLA request forms of the requested leave as early as possible, and no later than thirty (30) days, prior to the beginning of the requested leave. If thirty (30) days' notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.

FMLA leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time for time needed to recover from a serious illness for him/herself in order to receive pay during this leave, if they wish to do so. After an employee has used all eligible leave time, any remaining time of leave shall be unpaid.

## **7.7 Paid Family Illness Leave**

Any member of the PSRP bargaining unit who is required to provide care for an immediate family member with a serious health condition as defined by FMLA to

care for a covered service member of the Armed Forces of the United States, as defined and described in the FMLA, and who has sufficient accumulated paid sick leave available to her/him for the purpose, and who satisfies the procedure required by the FMLA for taking such leave, may use not more than twenty (20) days of her/his accumulated paid sick leave in a 12-month period for what shall hereafter be called “family illness leave”.

#### **7.8 Twelve-Month Period Defined**

The Salem Public Schools counts the twelve (12) month period for Availability of leave under the FMLA by the means described at 29 C.F.R. 825.200(b)(3), viz., “[t]he 12- month period measured forward from the date any employee’s first FMLA leave [for approvable reasons] begins...” This calculation of the 12-month period for use of paternity leave, as described in paragraph 1, above, or family illness leave, as described in paragraph 2, above, or both, as described in paragraph 3, above, shall be that used by the Salem Public Schools to calculate FMLA leave.”

#### **7.9 Parental Leave of Absence**

All members who have been employed by the school district for at least three (3) months are eligible for parental leave for the birth or adoption of a child. Massachusetts law requires employers with six or more employees to provide eight weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. All members are eligible for parental leave and members who are eligible for time under FMLA may receive a total of twelve weeks. Below outlines how members may be paid for some or all of this leave time.

- A. For calculation of the paid benefit and use of sick time as outlined below, the twelve-week period shall be utilized within the first 12 months after birth or adoption of a child. Parental leave must be taken consecutively to minimize disruptions, either in a single block or two blocks as follows:
  - a. Members may take up to two weeks at the time of the child’s birth or adoption, and subsequently schedule the remaining leave consecutively at another time within the twelve-month period.
  - b. Alternatively, members may opt to take their full leave consecutively in a single block within the twelve-month period.
- B. To support administrative planning, members shall notify Human Resources of their intent to take parental leave, including anticipated dates, at least three (3) months before the birth or adoption of the child, or as soon as reasonably possible if the member becomes aware of the need for leave within a shorter time frame. Members shall inform administration of the anticipated dates of the leave (including whether they will be taking it all at once or in two blocks) when providing notice.

Members shall not significantly deviate from the approximate leave dates except for unforeseen circumstances and must seek approval from administration for the change in dates.

- C. All eligible members shall receive up to four (4) consecutive weeks of paid Parental Leave, not deducted from sick time.
- D. All eligible members may take up to four (4) additional consecutive weeks of paid Parental Leave paid at 50% of their base wages on regular hours worked. Members may use accrued sick and/or personal leave to supplement the above compensation up to 100% of pay.
- E. Members may use up to four (4) additional weeks of consecutive accrued personal sick leave without providing medical documentation of continuing disability.
- F. If both parents are employees of the Salem Public Schools, both members will be entitled to the full parental leave per this article.
- G. When calculating the twelve-week period under this section of the contract, the full December, February, and April vacation weeks and the summer vacation period will not count towards the twelve weeks and the clock will toll during those periods. This does not include weeks where there is a weekday holiday (i.e. Thanksgiving week, Veteran's Day, Memorial Day, etc.). Those weeks shall count as full weeks per this policy. This provision mirrors the federal FMLA process.
- H. The provision is prorated for less than full time employees according to their FTE.
- I. Members on parental leave do not accrue any additional sick or personal days during the leave period.

The City of Salem does not currently participate in the Paid Family and Medical Leave (PFML) coverage offered by the state. Should the City of Salem vote to approve M.G.L. c. 175M (Paid Family Leave); the parties agree that this provision shall be null and void and agree to negotiate this section of the contract consistent with the benefits available under the paid parental leave law.

Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

#### **7.10 Application Requirements for FMLA and Parental Leave**

- A. Procedure for Applying.** Employees requesting a family, medical, or parental leave must complete the FMLA leave request form found on the SPS website and submit it, along with any required medical documentation to the Human Resources Director.

- B. Notification Requirement.** Employees seeking a family or personal medical or parental leave of absence must, if the need for the leave is foreseeable, provide SPS with at least thirty (30) days of advance notice. If thirty (30) days' notice is not foreseeable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, then the employee must give as much notice as is possible under the particular circumstances involved.
- C. Medical Certificate and Documentation.** Appropriate medical certification/documentation is required for all FMLA or Parental Leaves. Such documentation constitutes completion of whichever is the appropriate FMLA form identified below or submission of a letter, signed by a medical practitioner, outlining the nature of the illness, and anticipated duration of the leave:
  - i. Medical certification for Employee's Serious Health Condition: <http://www.dol.gov/whd/forms/WH-380E.pdf>
  - ii. Medical certification for Family Member's Serious Health Condition: <http://www.dol.gov/whd/forms/WH-380-F.pdf>

SPS retains the right to obtain a second or third opinion as well as a fitness for duty report to return to work.

- D. Return from Leave.** Employees on FMLA or Parental Leave are expected to return to work upon the conclusion of their approved leave. Employees may return to their previous position, if available, or if not, to a similar position.

## 7.11 Extended Leaves for Parental/Child Care

- A. Eligible employees/PSRP Unit members may apply for an extended leave for Parental/Child Care for up to one year. Requests for extended leave must be made by April 1st for those leaves that will extend into the following school year and otherwise they must be made at least thirty (30) days in advance. Extended leaves may from time to time be granted for longer than one year, if by mutual consent of the principal, the employee, and Superintendent, it is deemed beneficial to appropriately staff a classroom for the following school year.
- B. All appropriate and necessary medical documentation must be submitted. In addition, the procedures outlined in Section 7.10.
- C. Employees may apply for an extended Parental/Child Care Leave for up to one year. If both parents are employed by The City of Salem/Salem Public Schools, the extended year of leave will be granted only to one parent, or both may split the equivalent of one year between them.
- D. Extended leaves for parental/childcare reasons shall be unpaid.

- E. PSRP Unit members must state the term of leave in the initial application. To the extent possible, PSRP Unit members are encouraged to time their extended parental/childcare leave with the timing of the school year. A member on extended parental leave shall plan to return to work at the beginning of an academic term, after a school vacation, or at the beginning of the next school year following that leave. Written notice of intent to return is required at least thirty days prior to the expected return date or by the dates outlined in Section 7.11 Subsection A if the expected return date is in the following school year.
- F. Employees on extended leave may return to work in their previous position, if mutual consent between the principal, the employer, and Superintendent are reached, or a suitable position, assigned at the discretion of the Superintendent, at the conclusion of their leave.

#### **7.12 Notification of Intent to Return**

- A. For any extended leave expected to extend over the summer with a return date expected in the following school year, written notification of the/employee's intent to return at the conclusion of their leave must be postmarked/received by April 1st.
- B. If such notification is not received by that date, the employee shall forfeit their rights to their previously held position and shall be assigned to a suitable position at the discretion of the Superintendent upon their return. A second deadline of July 1st shall be applied for those employees seeking an extended leave whose initial FMLA or Parental Leaves expire after May 1st.
- C. A PSRP Unit member on an approved extended leave may not return during a school/year prior to their expected return date except to fill a vacancy or by the approval of the Superintendent. For the purpose of this section, a vacancy includes a position held by a substitute teacher, per diem or long term, but not by a non-tenured teacher under contract.

#### **7.13 Use of Time from Sick Leave Bank**

No time from the PSRP Unit member's sick leave bank may be used for any portion of paid Parental Leave or paid Family Illness Leave.

#### **7.14 Bereavement Leave**

Five days of bereavement leave without loss of pay shall be granted to PSRP Unit members upon the death of anyone in the PSRP Unit member's immediate family or anyone residing in the same household.

Immediate family shall include the PSRP Unit member's spouse or life-partner, child, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, parent-in-law, step-mother, step-father, step-child, step-grandchild, step-sibling or any individual or relative of the teacher or their

spouse residing in the employee's house at the time of death or at the commencement of the final illness or accident.

One day bereavement leave without loss of pay shall be granted to PSRP Unit members upon the death of the PSRP Unit member's brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Bereavement Leave shall include five (5) days following a miscarriage.

#### **7.15 Jury Duty**

Any PSRP Unit member who is required to perform jury duty shall be given leave to do so. PSRP Unit members shall be paid their regular wages less any compensation received for jury duty during their absence.

#### **7.16 Maintenance of Rights and Benefits**

PSRP Unit members who are on leave under this contract shall be entitled, upon their return, to all rights and benefits to which the employee was entitled at the commencement of such leave.

### **ARTICLE 8: HOLIDAYS**

#### **8.1 Paid Holidays**

A. Effective September 1, 2017, each PSRP Unit member employed at the time of the holiday, shall be entitled to the following paid holidays:

- Indigenous People's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- Martin Luther King Day
- Memorial Day

Day before Thanksgiving – All employees scheduled to work shall not sustain a loss of pay as a result of the early closing of school

B. 11-month employees (Family Engagement Facilitators) shall receive an additional two (2) floating holidays. These floating days shall not be used to take an academic day off. The EMPLOYER and the employee shall communicate which days shall be paid as a floating holiday.

#### **8.2 Religious Holidays**

Time off, without loss of pay, will be granted for the observance of a required holiday of any religious sect or belief, but not to exceed three (3) days in any school year.

## **ARTICLE 9: UNION RIGHTS AND RESPONSIBILITIES**

### **9.1 Dues Check Off**

All dues authorization forms will be forwarded to both the Union and the Employer.

### **9.2 Consultation with Superintendent**

Twice each year a committee of five (5) PSRP Unit members designated by the Union shall meet with the Superintendent or his designee concerning educational programs for PSRP Unit members. Said meetings shall be scheduled during the non-working hours of PSRP Unit members.

### **9.3 Information**

- A. The Committee shall make available to the Union, upon its reasonable request, all records relevant to negotiations or necessary for the proper enforcement of this Agreement, except those items privileged by law.
- B. Names, addresses and assignments of newly-appointed PSRP Unit members shall be provided to the Union following their appointment by the School District.
- C. The Union President and PSRP Unit Chairperson shall be given a copy of the PSRP Unit seniority list annually no later than October 15. Such a list shall be kept current by the administration and updates shall be sent to the building representatives as they are done.

### **9.4 Agreement Copies Available**

- A. The Committee and the Union will share equally the cost of printing this Agreement in booklet form.
- B. The Union will distribute copies of this Agreement and, on request, will make copies available to an employee within the unit.

### **9.5 Union Activity at the School Level**

- A. The Union shall have the right to distribute its material to all PSRP Unit members.
- B. Except as otherwise provided, the Union agrees that no PSRP Unit member will engage in Union activity during the time they are assigned to other duties.
- C. Upon written request by the Union President, the Superintendent may authorize one or more official representatives to visit schools during school hours to confer on working conditions, grievances or other matters relating to the terms and conditions of this Agreement.

## **9.6 Protection of Individual and Group Rights**

- A. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.
- B. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with her immediate superior or processing a grievance on her own behalf in accordance with the Grievance Procedure.

## **9.7 Information to the Union**

The Committee shall make available to the Union, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file. The Committee shall also inform the Union of any resignations within the bargaining unit within ten (10) days of receiving the resignation.

## **ARTICLE 10: HANDLING OF NEW ISSUES**

- 10.1** Mandatory matters of collective bargaining not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:

Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without proper consultation and negotiation with the Union.

By the Union:

In any matter not covered by this Agreement which is a proper subject for collective bargaining, the Union may raise such issues with the Committee for consultation and negotiation, except that the Union shall not renew or seek any questions introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent. No addition or amendment to, no agreement, understanding, alteration or variation of the Agreement, terms, or provisions contained herein shall bind the Union or the Committee unless made and executed by mutual agreement and in writing by the Union and the Committee.

## ARTICLE 11: SAVINGS CLAUSE

- 11.1** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE 12: RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

- 12.1** The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

## ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 Purpose.** It is the declared objective of the Parties to encourage prompt and informal resolution of complaints at the lowest organizational level. Employees subject to this Agreement shall be excused from duty at a mutually agreed-upon time, without loss of pay, in the processing of a grievance. Any employee or the Union shall have the right to present a grievance and have it promptly considered on its merits.
- 13.2 Definition.** A grievance shall mean a complaint (1) that there has been, as to a PSRP Unit member, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that a PSRP Unit member has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, as related to this document, except that the term "grievance" shall not apply to any matter as to which the Committee is without authority to act. As used in this article, the term "person" or "PSRP Unit member" shall also mean a group of PSRP Unit members having the same grievance.
- 13.3 Adjustment of Grievances.** Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:
- 13.4 Procedure.**
- A. **School Level (Step I).** A PSRP Unit member or their Union representative may either orally or in writing present a grievance to the Principal or Director within a reasonable time, normally within thirty (30) school days after knowledge by the PSRP Unit member of the facts giving rise to the act or condition which is the basis of the complaint.

The PSRP Unit member and the Principal or Director of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the PSRP Unit member may

present the grievance personally or may be represented by a Union representative; but when the PSRP Unit member is represented, they must be present. Whenever a grievance is presented to the Principal or Director by the PSRP Unit member personally, the Principal or Director shall give the Union representative the opportunity to be present and state the views of the Union.

Where there is no building representative, another qualified designee of the Union shall represent the Union.

The Principal or Director shall convey his/her decision in writing to the aggrieved PSRP Unit member and the Union within five (5) school days after receiving the complaint.

- B. **Superintendent Level (Step 2).** If the grievance is not resolved at Step 1, the aggrieved PSRP Unit member and/or the Union may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after receiving the Step 1 decision.

The appeal shall include:

- i. Name and position of Grievant;
- ii. A statement of the grievance and the facts involved;
- iii. The corrective action requested;
- iv. Name of Union building representative or Union's designee at Step 1; and
- v. Signature(s) of grievant(s), Union building representative or Union designee.

The Superintendent shall hold a meeting with the aggrieved PSRP Unit member and the Union within five (5) days of receipt of the grievance, and shall notify the aggrieved PSRP Unit member and the Union at least two (2) school days prior to the meeting. The PSRP Unit member shall be present, except that they need not attend when it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is one of interpretation of a provision of this Agreement or of what is established policy or practice.

The Principal may be present at this conference and state his/her views.

The Superintendent shall communicate his/her decision in writing within five (5) school days of the meeting to the PSRP Unit member and the Union.

- C. **School Committee Level (Step 3).** An appeal of the foregoing step may be made in writing by the PSRP Unit member or the Union to the Committee for review within twenty (20) school days after the decision of the Superintendent has been received.

The Committee shall meet with the aggrieved PSRP Unit member and a Union representative within ten (10) school days after receipt of the appeal. The Superintendent and the Principal may be present at the meeting and state their views.

The aggrieved PSRP Unit member and the Union shall receive at least two (2) days notice of the meeting and be given an opportunity to be heard. The Committee shall notify the aggrieved PSRP Unit member and the Union, in writing, of its decision within five (5) school days after the hearing.

**D. Arbitration (Step 4).** It is the express interest of the Parties hereto that the arbitration procedures defined below be limited to matters set forth in Article XII, Grievance Procedure, Section A, Definition. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Union and the Committee.

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed no later than fifteen (15) school days after denial of the grievance at Step 3 under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The Arbitrator shall issue his/her written decision not later than thirty (30) school days from the date of the close of the hearings. The decision of the Arbitrator shall be accepted as final by the Parties to the dispute and both will abide by it.

The School Committee agrees that it will apply, to all substantially similar situations, the decision of the Arbitrator sustaining a grievance, and the Union agrees that it will not represent any PSRP Unit member in any grievance denied by the decision of the Arbitrator. The Arbitrator's fee will be shared equally by the Parties to the dispute.

### **13.5 General Matters on Grievance**

**A. Initiation of Grievances at Step 2.** Grievances arising from the action of officials other than the Principal may be initiated and processed in accordance with the provisions of Step 2 of this grievance procedure.

**B. Time Limits.**

- i. The time limits specified in any step of this procedure may be extended or reduced, in any specific instance, by mutual agreement.
- ii. A grievance filed at an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the

grievance shall not begin until the grievance is referred to the appropriate step.

- iii. A failure by a PSRP Unit member or the Union to process the grievance from one step to the next step within the time limits provided for will result in a disposition of this grievance unfavorable to the grievant, and conversely, a failure of a representative of the Committee responsible to answer a grievance, at any of the steps of the grievance procedure, to make such an answer within the time limits provided for will result in a disposition of the grievance favorable to the grievant.
- iv. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained, of subject, however, to the final decision of the grievance.

## **ARTICLE 14: MANDATED CHANGE IN LENGTH OF SCHOOL YEAR OR SCHOOL DAY**

- 14.1** The parties agree that in the event of a mandated change in the length of the school year or school day, they shall negotiate the impact of said change on mandatory subjects of bargaining.

## **ARTICLE 15: NO REPRISALS**

- 15.1** The parties agree that neither party shall take any reprisal against the other party or any students, parents, and citizens of the city of Salem as a result of the labor dispute from October 31, 1994 to November 14, 1994. The parties agree that in no event shall any member of the bargaining unit in his or her bargaining unit capacity who may have been involved in the labor dispute on October 31, 1994 to November 14, 1994, be disciplined, discharged, demoted, involuntarily transferred, reduced in rank or compensation, or have any material placed in his or her personnel file, or in any way be affected adversely because of such involvement.

## **ARTICLE 16: SCHOOL LIBRARIES**

- 16.1** **Culturally Responsive Library Collections**  
Where possible, facilities for a library collection for reference and circulation shall be provided in all schools. Each building principal will solicit feedback from the teachers and staff to acquire and maintain a culturally responsive library collection. New items shall be communicated annually to bargaining unit employees so that they may consider how to diversify their lessons.

**16.2 Non-Teacher Library Staffing**

Paraprofessionals who are currently assigned to work in a school library shall be able to apply for tuition reimbursement, as per the contract, in order to pursue a Masters in Library Science Degree.

**ARTICLE 17: FILTERED WATER**

**17.1** The Employer shall make a reasonable effort to maintain filtered water dispensers to support clean water in each school.

**ARTICLE 18: BUILDING HEALTH AND SAFETY**

**18.1 Annual Building Inspections**

The employer shall annually inspect and treat, if necessary, each worksite for hazardous conditions.

**18.2 Safety Labor-Management Committee**

There shall be a Joint Labor-Management Committee on Safety/building security to discuss safety concerns of the employees and the Employer to make recommendations on safety issues and develop safety protocols and trainings. The committee shall meet twice per year and be comprised of two (2) management representatives appointed by the Superintendent and two (2) Union representatives appointed by the Union President.

**18.3 Safety Training**

The Employer shall schedule at least one (1) training per year to address safety concerns identified by the Joint Labor-Management Committee on Safety and/or the concerns identified by the Safety Survey. The training shall be offered to all bargaining unit employees, and all shall be compensated for any hours spent at the training outside of the contractual workday.

**ARTICLE 19: BUILDING BASED COMMITTEES**

**19.1 School Operations Committee**

Each building shall annually elect representatives two (2) members of the teacher bargaining unit and one (1) member of the PSRP bargaining unit) to participate in an Operations Committee. The Operations Committee shall meet regularly with building management to discuss operational (building logistics/routines, facility, adult/student culture and communications) concerns. The EMPLOYER shall make every effort to have this committee meet during the normal school day. In the event the meeting during the school day presents logistical problems, employees shall be compensated for any hours spent at any meeting that was outside of the contractual workday.

**19.2 Instructional Leadership Teams**

The Instructional Leadership Team (ILT) at each building shall include at least one (1) member of the PSRP bargaining Unit. PSRP members shall be

compensated at their hourly rate for any hours spent meeting with the ILT outside of the contractual workday.

## **ARTICLE 20: DATES TO AVOID**

- 20.1** In an effort for all staff to be included in the democratic process and to increase civic engagement, the dates of all federal, state, and municipal general and preliminary elections shall be included as “dates to avoid” on the district’s calendar. The Administration will make best effort to not schedule district or school sponsored events after school hours on “dates to avoid.”

## **ARTICLE 21: CLASSROOM SUPPLIES**

- 21.1** The EMPLOYER shall provide bargaining unit employees with supplies to educate the students of Salem. Basic supplies (paper, pencils, pens, etc.) shall be kept on hand, at each worksite, at all times.

## **ARTICLE 22: ACCESS TO TECHNOLOGY**

- 22.1** All employees shall be provided with technology to perform their job responsibilities, such as assisting students to complete work on technology and contractual employment obligations, such as viewing evaluation materials in the district’s online evaluation system. .

## **ARTICLE 23: PARAPROFESSIONAL TO TEACHER PIPELINE**

- 23.1** The Employer shall create and maintain a Paraprofessional to Teacher program to support bargaining unit members in the pursuit of positions as certified educators.
- 23.2** The Employer will annually provide employees with information related to state sponsored tuition reimbursement programs for paraprofessionals seeking to become educators. The Employer may also provide employees with additional resources to obtain tuition support.
- 23.3** In the event that a bargaining unit member is unable to obtain adequate tuition support through the third party resources, the Employer shall reimburse bargaining unit members for the cost of tuition and fees at the rate of a Salem State University course, up to a maximum of two (2) courses per year.
- 23.4** The Employer shall provide bargaining unit members with access to district resources regarding student financial aid and college admissions.
- 23.5** The employer shall provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost.
- 23.6** The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular job.

- 23.7** Bargaining Unit members with a minimum of five (5) years of service who obtain the qualifications necessary for a certified teaching position shall be given preference in the hiring process for vacant teaching positions.

#### **ARTICLE 24: HEALTH INSURANCE**

- 24.1** The EMPLOYER shall continue to provide health insurance with the plan design and cost shares as outlined in the PEC Agreement.

#### **ARTICLE 25: DURATION**

- 25.1** This Agreement and each of its provisions shall be in effect as of September 1, 2024, except as otherwise provided in this contract and shall continue in full force and effect until August 31, 2027. Negotiations for a subsequent agreement will commence no later than December 1, 2026, for budgetary items, and all other items, upon the request of either party, filed two (2) weeks before this date.

Signatures

For the Union

Ana Bernare  
Eleene C Bombain  
Loretta Lopez  
Keeghan Hegler  
Cena A. Felton  
O'Mary Bar  
Judy Terry  
Kathryn D. Pate  
Aeri  
Kathleen Haei  
Karen M. Tucker  
Barbara K. Snown  
Kathleen Carter  
Laticia J. Haei  
Cheryl Zimmerman

For the School Committee

S. Hoff  
Nina Hoff  
Annal Angell  
Aeri  
Judy Terry  
May Manning  
Mary Cox

**APPENDIX A: SALARY SCHEDULES**

**Tier 1 Employees**  
Building Based Substitutes

Step	Effective 2024-2025	Step	Effective 2025-2026	Effective 2026-2027
1 (1-5 Years)	\$20.24	1	\$22.47	\$28.08
1 (Years 6+)	\$20.75			

Building Based Substitutes will work one hundred eighty five (185) days each school year. If the per diem substitute rate is increased, the hourly rate for Building Based Substitutes will immediately be increased so that their daily rate is no less than that of a per diem substitute.

**Tier 2 & 3 Employees**  
Paraprofessionals

Tier 2 Employees (Instructional)				
Step	Effective 2024-2025	Step	Effective 2025-2026	Effective 2026-2027
1 (1-5 Years)	\$22.84	1 (Years 1-2)	\$23.47	\$29.08
1 (Years 6+)	\$23.41	2 (Years 3)	\$24.47	\$30.08
		3 (Year 4+)	\$25.47	\$31.08
Tier 3 Employees (Intensive)				
1 (1-5 Years)	\$25.12	1 (Years 1-2)	\$26.47	\$32.08
1 (Years 6+)	\$25.75	2 (Years 3)	\$27.47	\$33.08
		3 (Year 4+)	\$28.47	\$34.08

**Tier 4 Employees**  
Full-time Tutors

Step	Effective 2024-2025		Effective 2025-2026		Effective 2026-2027	
	No BA	BA	No BA	BA	No BA	BA
1	\$26.57	\$27.66	\$29.58	\$30.67	\$31.08	\$34.08
2	\$27.27	\$28.36	\$30.28	\$31.37	\$32.08	\$35.08
3	\$28.13	\$28.93	\$31.14	\$31.94	\$33.08	\$36.08

**Tier 4.5 Employees**  
Family Engagement Facilitators

Step	Effective 2024-2025	Effective 2025-2026	Effective 2026-2027
1	\$28.75	\$30.58	\$34.58
2	\$30.59	\$31.58	\$35.58
3	\$31.17	\$32.58	\$36.58

**Tier 5 Employees**  
Behavior Specialists/Student Success Advisors

Step	Effective 2024-2025		Effective 2025-2026		Effective 2026-2027	
	No BA	BA	No BA	BA	No BA	BA
1	\$27.16	\$28.00	\$28.11	\$28.98	\$30.58	\$35.58
2	\$29.47	\$30.39	\$30.50	\$31.45	\$31.58	\$36.58
3	\$31.79	\$32.76	\$32.90	\$33.90	\$34.00	\$37.58
4	\$35.31	\$36.40	\$36.55	\$37.68	\$37.79	\$38.58
5	\$38.83	\$40.08	\$40.19	\$41.48	\$41.55	\$42.88

**Tier 6 Employees**  
 Certified Occupational Therapy Assistants

Step	Effective 2024-2025		Effective 2025-2026		Effective 2026-2027	
	No BA	BA	No BA	BA	No BA	BA
1	\$35.11	\$36.96	\$36.11	\$37.40	\$37.11	\$37.84
2	\$38.07	\$41.07	\$38.49	\$41.44	\$38.91	\$41.80
3	\$39.78	\$41.88	\$40.20	\$42.23	\$40.56	\$42.57
<i>Grandfathered Employees</i>		\$43.00	\$43.25		\$43.50	

**Tier 7 Employees**  
 Speech Language Pathology Assistants

Step	Effective 2024-2025		Effective 2025-2026		Effective 2026-2027	
	No BA	BA	No BA	BA	No BA	BA
1	\$41.17	\$43.34	\$42.40	\$45.15	\$43.27	\$45.31
2	\$42.41	\$44.64	\$43.40	\$46.15	\$44.44	\$46.54
3	\$44.10	\$46.41	\$44.15	\$47.15	\$46.03	\$48.20
<i>Grandfathered Employees</i>		\$51.40	\$51.65		\$52.00	

\*\* Paraprofessionals categorized as Library, Nurse, Science, Writing-to-Read Paraprofessionals and, effective September 1, 1989, the Student Activities Paraprofessional shall be compensated in accordance with the Special Education Paraprofessional Classification.

In addition to the hourly rates of pay provided in the salary schedules above, all paraprofessionals who work in an elementary school library and who are in sole charge of said library shall receive an annual payment of \$200 to be paid in the last paycheck of the school year.

All paraprofessionals who have completed ten (10) years of service with the Salem School Department shall receive a one-time payment of \$100. These payments shall be included in the paycheck following the paraprofessional's anniversary date.

## **APPENDIX B: CLASSIFICATION LETTER OF UNDERSTANDING**

It is understood by and between the Committee and the Union that within the pay classifications of paraprofessionals as set forth in Appendix "A" there exists various position categories. Whenever a paraprofessional seeks to exercise displacement rights within a classification which would result in a change of position category, then, if said category requires that the paraprofessional be initially certified by the Committee and/or receive the prior recommendation of the Superintendent, whether through a screening committee or otherwise, the paraprofessional seeking to exercise such displacement right must also be so certified and/or received the recommendation of the Superintendent prior to exercising said right.

As a matter of Side Agreement and not as a matter of the Collective Bargaining Agreement, it is agreed that the parties will immediately establish a joint committee to review the duties of any paraprofessional who perform "extraordinary" duties, specific to a particular student, which are deserving of additional compensation. Upon agreement of the parties as to such paraprofessionals and to the amount of additional compensation to be paid, effective with School Year 2016-2019, such paraprofessionals shall receive a stipend for such duties, which, to the extent permitted by law, shall be considered regular compensation for the purpose of retirement and other benefits.

## **APPENDIX C: SIDE LETTER OF AGREEMENT - STATEMENTS OF SHARED INTERESTS**

The parties have developed the joint statements of interest found in this side letter of agreement. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

1. **Full Staffing.** The parties recognize the importance of having schools staffed with educators and support personnel to meet the diverse needs of the ever-changing student population. The Employer shall strive to staff every school with adequate professional direct-service providers, with reasonable caseloads, including mental health counselors, occupational therapists, speech and language pathologists, board certified behavior analysts, foreign language educators, and fine arts educators.
2. **Library Staffing.** The parties recognize the need for well-curated libraries that reflect the cultures and needs of the student population. As part of this recognition, the parties will work together to explore opportunities to expand the library staff in the district including appropriately certified librarians and digital media specialists.
3. **Nutritious Meals.** The parties acknowledge that in order for students to reach their full potential, there must be a well-thought student nutrition offering. The parties will work together to identify and provide well-balanced healthy food options for all students.
4. **Safe Workplace.** It is the goal of both the Employer and the Union to create a workplace that is safe for both the employees and students.
5. **SPS Alumni Recruitment.** As part of efforts to diversify and strengthen the ranks of SPS educators, the parties will explore opportunities, incentives, and strategies to recruit former Salem Public Schools students to return to the district as employees.
6. **Professional Development.** The parties recognize the importance of well-orchestrated and engaging professional development for all staff. Facilitators, administrators, and participants will take the steps necessary to maximize professional development including necessary preparation.
7. **Innovation School Applicants.** The parties recognize the important role that well designed innovation schools can play in our district and will take steps towards ensuring that all future innovation school applicant groups include SPS educators and parents.
8. **Student Behavior Supports.** The parties recognize the impacts that disruptive behavior can have on the learning environment for all students, and will work together to facilitate conversations, develop best practices and procedures, and obtain resources to best support the social and emotional needs of all students.
9. **Building Security.** Administration will work on a district-wide procedure that would require staff at all schools to wear SPS Identification badges and to swipe/scan and display them upon entering the building. The Administration will continue to review and explore this issue with respect to students. The EMPLOYER shall also address the

following concerns regarding open doors; visitors; and staff from partner agencies (i.e. boys/girls club, LEAP)

10. Professional Development Related Childcare. The parties understand the benefit and value of having all staff be able to attend professional development opportunities. To that end, principals and other administrators will engage in a dialogue with PSRP Unit members to see if there are childcare supports available when there is early release for students and professional development.
11. Substitutes: The Parties share an interest in sufficient classroom coverage to ensure that our students are receiving their education by qualified staff. The district will post the rate of pay for retired Salem Public School educators to serve as substitute teachers on the district website as well as in the job descriptions.
12. Bilingual Service Providers: The parties recognize the importance of bilingual service providers in education settings and will seek to place these valuable employees in the programs where they will provide students the highest benefit.
13. Paraprofessional Coach: The parties will work together to develop a job description for a Paraprofessional Coach position which would provide mentorship to early career paraprofessionals.
14. Parking: The Committee agrees to provide guidance to the STU on approaching the Salem City Council regarding the need for increased parking for Salem Teachers Union members in the vicinity of select worksites.
15. Recess & Lunch: The parties will work together to determine the appropriate durations of recess and lunch for each grade level and will discuss opportunities within the schedule to implement necessary changes.

## **APPENDIX D: SIDE LETTER OF AGREEMENT - ENFORCEABLE COMMITMENTS**

During negotiations for successor collective bargaining agreements, the Salem Teachers Union (Union) and the Salem School Committee (Employer) reached agreements on the following items, not to be incorporated into the collective bargaining agreement, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The steps outlined below are subject to grievance and arbitration procedures, but further details or subsequent steps are not. The Employer shall update the Union when the steps outlined below are completed, satisfying the Employer’s obligation. The parties will meet regularly to discuss progress being made to achieve the provisions.

1. Innovation Plan Amendments. Prior to the beginning of the 2021-2022 school year, any provisions of this side letter or the successor CBA which contradict the terms of an Innovation Plan shall be offered to the staff at relevant innovation schools as potential amendments to the innovation plan.
2. Teach for America. The EMPLOYER will update the UNION regarding the district’s use of the Teach for America program including the placement and retention of Teach for America Fellows. The parties will meet to discuss the use of the program.
3. Outdoor Spaces. Prior to the beginning of the 2022-2023 school year, outdoor learning spaces for school community use will be established at each school, where feasible.
4. Substitute Rates. The issues of daily rates for substitute teachers and nurses will be referred to the school committee personnel subcommittee for analysis, discussion and action.
5. Conflict Resolution. Prior to January 1, 2022, the school committee will update their policy on harassment to include clear procedures for reporting instances of harassment and hostile working conditions caused by other staff, supervisors, students, parents or other individuals. The parties share a goal of creating support for impacted individuals in order to resolve conflict in a positive and healthy manner.
6. Remote Instruction. The parties agree to use the lessons learned and experience gained in remote instruction to support students who require home/hospital care due to medical needs. During the 2021-2022 school year, the parties will institute a pilot program regarding remote teaching and learning, consistent with the following principles. The parties will continue to meet to negotiate the applicable language for the program:
7. Students will qualify for remote instruction via a documented Home-Hospital tutoring form and the applicable state regulations.
8. A remote instruction plan for each eligible student will be developed by relevant educators and building administrators and will be based on instructions from the healthcare provider.
9. This program is not intended to support students who require full-time, year-long accommodation.

10. Any educator who works with the remote student, including a paraprofessional serving as a substitute teacher, will receive a daily differential of fifty dollars (\$50.00) (multiple classes/hours) or twenty-five dollars (\$25.00) (one class/less than one hour).
11. The Employer will make best efforts to utilize support staff to assist in classrooms performing remote instruction.
12. Remote instruction opportunities will first be offered to the impacted student's assigned teacher, before being offered to teachers who have volunteered to provide remote instruction. No educator will be involuntarily assigned remote instruction responsibilities.
13. Evaluators will not downgrade employees based upon lack of expertise in using technology for remote learning, so long as the employee is making appropriate efforts to gain the experience necessary to provide effective instruction.
14. The Employer agrees to develop a protocol/expectations regarding student/parent access to live streaming classes. The protocol shall include, but not limited to: expectations that students will attend the classes when they are offered; there shall be no recording or downloading of any class by parents or students; and educators shall have the right to deny access or edit the recording of the class should there be issues with student privacy during the recording of the class; and the District will take responsibility for any privacy waivers needed from students or families.

**APPENDIX E: SIDE LETTER OF AGREEMENT - FAMILY ENGAGEMENT FACILITATORS, 260 DAY EMPLOYEES**

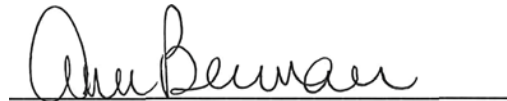
1. The Parties agree that the following employees, Rosalyn Guevara and Anny Cruz, (“Employees”) shall have the following provisions apply to them due to the fact that prior to the 2021-2022 school year, these Employees worked 260 days a year and the Parties agreed to maintain this work year for these Employees only. Once these employees leave their current position or until the Parties agree otherwise, the Employees shall be entitled to the following in addition to the provisions contained in the Contract:
  - a. **LENGTH OF WORK YEAR.** The Employee will work two hundred sixty (260) days a year. The days shall include all days of the academic year plus additional days to meet the operational needs of the district that may include weekends and periods over student vacations. Those additional days shall be scheduled by mutual agreement of the Employee and their direct supervisor.
  - b. **SICK LEAVE.** The Employee shall be granted one and one quarter (1 1/4) days of sick leave for each month worked. There shall be a maximum of fifteen days per school year. Sick leave may be accumulated from one school year to another up to a maximum of one hundred (100) days.
  - c. **PAID HOLIDAYS.** The Employees shall receive an additional nine (9) paid holidays and ten (10) vacation days. The paid holidays shall be used on holidays that are recognized by the Salem Public Schools and listed in the contract. The Employee shall work with their direct supervisor to schedule the additional ten (10) vacation days.
2. The Parties further agree that this Agreement does not set any future precedent with respect to any other position in the bargaining unit.

This agreement was signed on April 25, 2022

For the Salem School Committee



For the Salem Teachers Union



## APPENDIX F: PEC AGREEMENT

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF SALEM AND  
THE MGL c32B, Sections 21-23 SALEM PUBLIC EMPLOYEE COMMITTEE  
TO PROVIDE HEALTH INSURANCE THROUGH THE GROUP INSURANCE  
COMMISSION  
PURSUANT TO MGL c32B, Sections 21-23  
JULY 1, 2025 – JUNE 30, 2027**

**Whereas:**

The City of Salem, including the Salem Public Schools (City), currently provides health insurance benefits to its employees, retirees and survivors (Subscribers) pursuant to MGL c32 B Sections 21-23; and

**Whereas:**

The City, through its Mayor, and the City’s Public Employee Committee (PEC) are entering into this written agreement (Agreement) to maintain the City’s Subscribers in the Group Insurance Commission (GIC) pursuant to MGL c32B, Section 23, effective July 1, 2025 through June 30, 2027; and

**Now therefore, the City and the PEC agree as follows:**

1) **Purpose of Agreement:**

The purpose of this Agreement is to memorialize the City’s provision of health insurance through the GIC.

2) **Enrollment with the GIC:**

The City and Subscribers shall take all necessary and reasonable actions to maintain current and enroll future Subscribers through the GIC effective July 1, 2025 through June 30, 2027.

***For the duration of this Agreement, premium contributions for all Subscribers under the GIC shall be as follows:***

<b><u>PLAN</u></b>	<b><u>CONTRIBUTION SPLIT</u></b>
Non-Medicare Indemnity Plans	65% City/35% Subscriber
Non -Medicare PPO & POS Plans (Actives and Retirees)	70% City/30% Subscriber
Non -Medicare HMO Plans (Actives)	75% City/25% Subscriber
Non-Medicare HMO Plans (Retirees)	70% City/30% Subscriber
Medicare Indemnity Plans	65% City/35% Subscriber
Medicare HMO Plans	70% City/30% Subscriber
All Plans (Survivors)	50% City/50% Subscriber

***Premium contributions for teachers retired prior to July 1, 2012 are in compliance with the GIC's regulations under 805 CMR 7.00 Retired Municipal Teachers.***

**3) Health Care Reimbursement Account**

The City agrees to maintain a Health Reimbursement Account (HRA), formerly known as the Employee Health Care Mitigation Fund. This HRA will continue to be administered in compliance with the IRS and ERISA laws by the City's current third-party administrator, Cafeteria Plan Advisors, 120 Longwater Drive, Suite 102, Norwell, Massachusetts 02061.

***The HRA shall be for all Subscribers and will reimburse actual, out-of-pocket costs for the following covered services:***

<b><u>SERVICE</u></b>	<b><u>REIMBURSEMENT</u></b>
Outpatient Surgery Copayment	100% w/max. of \$250.00 per occurrence
Inpatient Hospital Admission Copayment	100% w/max. of \$1,500.00 per occurrence
High Tech Imaging (MRI, CT, PET scans) Copayment	100% w/max. of \$100.00 per occurrence

If the GIC implements increases to the above-referenced service copayments, the HRA reimbursements will be adjusted accordingly. The City agrees to provide updates regarding the HRA to the PEC, as necessary.

**4) Flexible Spending Account**

The City will continue to provide a Section 125 Cafeteria Plan (FSA). The City agrees to pay the annual administrative fee for the FSA for Subscribers who enroll in the FSA for health care expenses.

**5) Health Care Coverage after June 30, 2027**

The maintenance and enrollment of Subscribers to the GIC shall remain in force after June 30, 2027, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC in accordance with the GIC's rules regarding the same, that the City will terminate coverage with the GIC.

The City and the PEC agree to meet, at the City's initiation, no later than August 1, 2026, and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2027. The City agrees to inform the PEC about any action the City takes in accordance with this section.

The City and the PEC agree to consider options outside of the GIC. The City agrees to inform the PEC when the City begins the process of developing a Request for Proposals (RFP) for a new carrier. At the request of the PEC, the City agrees to collaborate with the PEC before finalizing and releasing an RFP from commercial insurance carriers. While the City agrees to consider the PEC's input and recommendations for the RFP, the parties agree the RFP will be prepared and advertised by the City. The City agrees to provide the PEC with a copy of the RFP.

The aforementioned process requires the City to request specific utilization and claims data from the GIC, and the City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with this Section.

**6) Changes During the Term of the Agreement**

The City and the PEC are aware the GIG may eliminate or consolidate health insurance plans that are currently offered to Subscribers during the term of this Agreement. If the aforementioned takes place, in realizing the GIC's actions may adversely affect Subscribers, the City agrees to meet and consult with the PEC in a timely manner and, prior to the implementation of any change by the GIC, to coordinate assistance to Subscribers.

The City agrees to apprise the PEC of Subscribers' options, dates and times of outreach meetings (if necessary), and of the City's efforts to ensure that affected Subscribers have sufficient information to make informed decisions about their health care choices. The PEC agrees, if needed, to assist the City in such endeavors within their respective memberships.

**7) Severability**

If any provision of this Agreement is found to be unenforceable or unlawful, the remaining provisions are to remain in full force and effect.

**8) Scope and Modification**

This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement of both parties.

**9) Authorization to Sign Agreement**

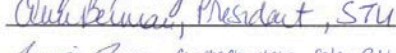
Each signatory to this Agreement is authorized to bind the entity they represent. The PEC represents it has the authorization and approval of a majority of the weighted votes of the PEC. This Agreement is binding on all Subscribers and their representatives.


The City of Salem and its Mayor

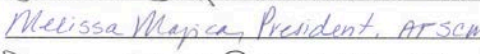
  
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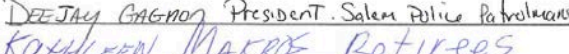
The City of Salem Public Employee Committee

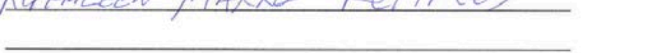
 Marique St. Regard, President, SAA  
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 Aubrey Belmar, President, STU  
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 Jessica Jones, Co-chapter chair, Salem Public Library  
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 Salem Fire 172  
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 Melissa Mayica, President, ATSCME 1818  
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 DEEJAY GAGNON, President, Salem Police Patrolmen ASSOC.  
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 KATHLEEN MAKROS, Retirees  
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