

Collective Bargaining Agreement

Between the
Salem School Committee
And the
Salem Teachers Union

Teacher Unit

2021-2024

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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 work load, and

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

SETFORTH that agreement in the following articles:

Article I: Union Recognition, Jurisdiction, and Definitions

A. 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.

B. 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.

C. Definition

1. 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.
2. The term “Principal” and “Director”, as used in this Agreement, means the responsible administrative heads of their respective schools, or subject areas.
3. 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 I.
4. The term “nurse” as used in this agreement means a person employed by the district in the bargaining unit as described in Article 1.
5. The term “Union Representative”, as used in this Agreement, means the Union Building Representative or other qualified designee of the Union.
6. Wherever a personal pronoun is used in this Agreement, such pronoun shall be understood to apply equally to all members of the Bargaining Unit.
7. Whenever the singular is used in this Agreement, it is to include the plural.
8. The term “Committee”, as used in this Agreement, means the Salem School Committee and school administrative organization.
9. The term “Union”, as used in this Agreement, refers to the Salem Teachers Union, Local 1258, American Federation of Teachers, AFL-CIO.
10. The term “parties”, as used in this Agreement, refers to the Committee and the Union as participants in this Agreement.
11. “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 II: Committee Rights Clause

- A.** 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.
- B.** 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.

- C.** 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.
- D.** 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 III: Salary and Rates of Pay

A. Basic Salary and Longevity Schedules

1. 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.
2. The Salary Appendix is hereby amended by deleting said Appendix and inserting the salary schedule attached hereto and made a part hereof. Said new salary appendix reflects the following:

- a. Effective September 1, 2021 an increase of one and three quarters percent (1.75%) for steps 1-12 and an increase of two and a half percent (2.50%) for step 13 above the rates in affect on August 31, 2021.
- b. Effective September 1, 2022 an increase of one and three quarters percent (1.75%) for steps 1-12 and an increase of two and three quarters percent (2.75%) for step 13 above the rates in affect on August 31, 2022.
- c. Effective September 1, 2023 an increase of two percent (2.00%) for steps 1-12 and an increase of three percent (3.00%) for step 13 above the rates in affect on August 31, 2023.
- d. Effective August 31, 2024 an increase of a half percent (0.50%) to all steps above the rates in effect on August 30, 2024.

B. Placement on the Salary Schedule

1. 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.
2. 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.
3. 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.
4. New employees shall be credited with one step if they are a graduate of Salem Public Schools.

C. Course Credit

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

D. Hourly Rate of Pay

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

E. Increments for Advanced Credit

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

F. 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.

G. 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.

H. Itemized Payroll Deductions

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

I. Differential for Department Heads

The differential for department heads shall be \$3,361.00 per year.

J. Differential for Counselors, Coordinators and Nurses

1. Compensation

a. The differential for the following counselors, coordinators and nurses shall be three thousand dollars (\$3,000.00) per year.

- Adjustment Counselor
- World Language Coordinator
- Guidance Counselor
- Health Coordinator
- Music Coordinator
- Nurses
- Instructional Coaches
- Externship Coordinator

2. **Schedule:** The hours of these positions include working four seven (7) additional days over the summer vacation that will be mutually scheduled between the supervisor and employee, parental conferences, and a defined work day commencing with the teacher work day to one-half hour after the close of school, Monday through Thursday. The time for Guidance Counselors may be adjusted to additional time before school as long as Guidance Services are available up to one-half hour after school closes, Monday through Thursday by Counselors and Coordinators. These schedules will be arranged with The Director of Guidance.

K. Differential for Coordinator of Student Activities – High School

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

L. 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.

M. Substitute Teacher Pay

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

N. 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.

1. Stipends for Extracurricular, Student-Based Activities

- a. 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.
- b. Stipends for each approved extracurricular activity may be modified under the following conditions:
 - i. When the time commitment is split between two or more people (split proportional)
 - ii. When two or more people advise the same extracurricular activity, the number of students will be split proportionally, and the stipend assigned accordingly.
- c. 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.
- d. 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

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

2. 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.

a. 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).

3. **Stipends for Bilingualism/Biliteracy:** 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 dollar (\$1,000.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs.

O. 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 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.

P. Severance Pay/Sick Leave Buyback

1. **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 his/her 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 his/her 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.

2. Sick Leave Buyback

- a. Effective January 1, 2013, employees hired on and after 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).
- b. Effective January 1, 2013, employees hired before said date and who have attained ten (10) years of service, 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.
- c. Employees who have attained five (5) years of service, shall be eligible to buy back up to forty-five (45) days at sixty-five dollars (\$65.00) a day. To be eligible to buy back such days, the employee must have at least fifteen (15) days left on the books following such buy back.
- d. Any days bought back under the above provisions shall reduce the number of days payable to the employee at the time of retirement by the number of total days bought back.
- e. Any payments made to an employee under these provisions may be deposited directly into an employee deferred compensation account at the employee's discretion.
- f. The Sick Leave Buy Back Plan is voluntary.

Q. 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).

R. Payment for Supervisory Personnel – Summer School and Evening School

1. 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.
2. The Assistant Supervisor of Evening School shall be compensated at \$1,100 per session.
3. The parties agree to a continuing evaluation of the relationship of supervisory payment to evening school personnel.

S. 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.

Article IV: Supplemental Benefits

A. Health Insurance

1. Employees shall be provided health insurance in accordance with the Public Employee Committee Agreement attached in Appendix E.
2. 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.
3. 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.

B. 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.

C. Pension

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

D. Worker's Compensation

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

E. 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 V: Leaves of Absence

A. Sick Leave

1. **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.

2. **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 he may be entitled to under regulations of the Salem School Committee.
3. **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 Worker's Compensation as an alternative to this section. While out on Worker's 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 his regular week's wages.

4. **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.
 - a. The Sick Leave Bank is a benefit available to support teachers 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 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.
 - b. The Sick Leave Bank shall be administered by the Office of Human Resources under the direction of the Superintendent. 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.
 - c. 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.
 - d. 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.”

- e. 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.
- f. 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.
- g. 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.
- h. Sick Bank Extension Applications shall be reviewed and approved or denied by the Superintendent. 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.
- i. 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.

- j. Sick Bank Continuing Extension Application shall be reviewed and approved or denied by the Superintendent. 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.
 - k. In no event shall any employee be entitled to draw more than one hundred eighty (180) consecutive working days from the sick bank.
 - l. The Superintendent 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 Superintendent or his/her designee shall consult with the Union prior to taking any action.
5. **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.
- a. Written notice of such use.
 - b. 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.
 - c. In the event that following a. and b. 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.
 - d. The provisions of this subsection shall be subject to the grievance and arbitration procedure of this Agreement, applying a “just cause” standard.

B. Leave With Pay

1. Short Term Leave for Personal Business

- a. 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 Superintendent of Schools (or designee). The three day notice may be waived in extraordinary circumstances.
- b. 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 Superintendent.

2. **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.
3. **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.
4. **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.
5. **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.

6. **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.

7. **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.
8. **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.
9. **Funeral Leave:** Five (5) days funeral 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 funeral 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.
10. **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.
11. **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 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."
12. **Family, Medical and Parental Leaves of Absence:** Teachers who have completed his/her 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 outlined in paragraph 12.

13. Family and Medical Leave

- a. The purpose of family and/or medical leave is:
 - i. To care for the employee's child within one year of birth, adoption or the initiation of foster care;
 - ii. 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;
 - iii. The employee's own serious health condition that makes the employee unable to perform his/her job;
 - iv. 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;
 - v. 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.
- b. A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:
 - i. a period of incapacity or treatment connected with inpatient care;

- ii. 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;
 - iii. any period of incapacity due to pregnancy or for parental care;
 - iv. any period of incapacity due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy);
 - v. 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);
 - vi. 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).
- c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
14. **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."

15. **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.”

16. **Parental Leave of Absence:** Effective April 7, 2015, Parental leave allows full-time employees who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth or adoption of a child, and the placement of a child up to the age of 18 pursuant to a court order. If both parents are employed by the Salem Public Schools, the employees are entitled to a total of eight (8) weeks in the aggregate. Appropriate supporting documentation may be required. Parental leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time in order receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave. During this period of leave, no vacation leave is accrued.

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

- a. **Procedure for Applying:** Employees requesting a family, medical, or parental 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:
<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-E.pdf>

- ii. Medical certification for Family Member's Serious Health Condition: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-F.pdf>
 - iii. SPS retains the right to obtain a second or third option 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.

18. Extended Leaves of Parental/Child Care

- a. 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.
- b. All appropriate and necessary medical documentation must be submitted. In addition, the procedures outlined in paragraph 14 above must be followed.
- c. 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.
- d. Extended leaves for parental/child care reasons shall be unpaid.
- e. 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.
- 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.

19. **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.

20. **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,

C. Leave Without Pay

1. **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.
2. **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. Request 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 Union in administering its responsibilities.
3. **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.

D. Involuntary Leaves of Absence

Employees who are terminated from employment in accordance with Article VII, Section

I, shall be entitled to an involuntary leave of absence in accordance with the following:

1. **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 VII, Section I.
2. **Maintenance of Benefits:** Any teacher granted an involuntary leave of absence, as set forth in Paragraph 1 above, shall upon his or her return be entitled to all rights and benefits held at the time of the commencement of the leave.
3. **Health Insurance:** It is the understanding of the School Committee that individuals who are granted an involuntary leave of absence under the provisions of Paragraph 1 above will be entitled to retain their health insurance coverage, providing said employee assumes total cost of said coverage.

Article VI: Workload, Work Day, and Work Year

A. Class Size (Excluding Vocational High School)

1. The School Committee will establish and maintain the following class sizes:
 - a. 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.
 - b. Middle Schools: 20-30 pupils
 - c. Senior High School: 20-30 pupils
 - d. Resource Rooms: 12 pupils
 - e. Trainable Classes: 10 pupils
2. An appropriate number of regular teachers will be hired to make possible the aforementioned class-size maxima.
3. 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.
4. 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.

B. Teaching Load; Teacher Programs

1. Definitions

- a. “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.
- b. “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.”
- c. “Administrative Periods” are those periods during which the teacher is programmed for an activity other than teaching.
- d. “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.
- e. “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.
- f. “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.

2. Part-Time Positions

- a. All part-time and more than full-time teaching vacancies shall be advertised/post-ed as are other positions, including the amount of teaching time and certification(s) required.
- b. 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.
- c. All part-time teaching positions require that the teacher attend, without additional compensation, all faculty meetings, District sponsored Professional Development, parent-teacher nights, and be scheduled for a “day back” per week for students.

3. Grades 9-12

- a. 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.
- b. 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.
- c. 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.
- d. 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).
- e. Whenever possible, first year teachers will not be required to teach more than two (2) teaching preparations at any one time.
- f. No members of the staff shall be required to teach more than three (3) preparations at any one time.
- g. 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.
- h. 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.

4. Middle School

- a. Applicants for the teaching position of Mathematics and for the teaching position of Science within the seventh (7th) and eighth (8th) grades must be certified in the subject matter of the position and must have earned twelve (12) units of credit in any

second, specific area of certification. Alternatively, applicants must possess an elementary or general certification.

- b. Applicants for the teaching position of Social Studies within the seventh (7th) and eighth (8th) grade must be certified in the said subject matter and have earned twelve (12) units of credit in English or Reading. Alternatively, applicants must possess an elementary or general certification.
- c. Applicants for the teaching position of English within the seventh (7th) and eighth (8th) grade must be certified in the said subject matter and have earned twelve (12) units of credit in Reading or Social Studies. Alternatively, applicants must possess an elementary or general certification.
- d. Applicants for the teaching position of Reading within the seventh (7th) and eighth (8th) grade must be certified in the said subject matter and have earned twelve (12) units of credit in English or Social Studies. Alternatively, applicants must possess an elementary or general certification.
- e. Applicants for teaching positions within the sixth grade must possess an elementary or general certification.
- f. Preparation Periods and Administrative Periods for Middle School Teachers shall be provided with two hundred fifty (250) minutes preparation time per week and shall be assigned one hundred fifty (150) minutes of administrative time per week.

5. Elementary School

Elementary: Pre K-5: Every elementary teacher (Pre K-5) including resource room teachers shall be provided with at least 160 minutes preparation time per week. 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.

C. Duty-Free Lunch Period

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

D. Relief from Non-Teaching Duties

1. 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.
2. Collections for picture and insurance money shall be the responsibility of the companies

involved.

3. All administrative duties shall be annually rotated.

E. Length of School Year

1. The regular term of all day schools shall constitute 180 school days. In any year when Labor Day occurs after September 4th, in all schools unless otherwise negotiated prior to or after the execution of this agreement, the school year for students shall begin the Tuesday before Labor Day. In those years, the work year for all teachers would begin with Professional Development Days two Tuesdays before Labor Day. Schools shall be closed the Friday of both weeks and on Labor Day.
2. 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 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: Columbus 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); Christmas 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); Good Friday; Spring Recess (the week of Patriots' Day); Memorial Day. Whenever any of the aforesaid holidays falls on a Sunday, schools shall not be in session on the following Monday.
3. 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."
4. 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."
5. 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."

F. Length of School Day

1. **Elementary Schools**

Teachers: 8:05 A.M. – 2:35 P.M.
Students: 8:20 A.M. – 2:25 P.M.

At the initiation of the Administration, the Principal shall call a meeting of the school faculty in June for the purpose of taking a vote to change the school hours within the parameters of 7:30 A.M. and 3:00 P.M. for the following school year. Hours shall not be changed unless the faculty votes in its majority for said change. The length of the workday shall remain the same

2. **Middle School**

Teachers: 8:05 A.M. – 2:45 P.M.
Students: 8:20 A.M. – 2:45 P.M.

Up to four teachers per week shall be required to remain until 2:55 P.M., to provide outside supervision. The teachers shall be equitably assigned on a rotating schedule.

3. **High School**

Teachers: 7:12 A.M. – 2:05 P.M.
Students: 7:24 A.M. – 2:02 P.M.

Any increase in teaching time up to fifteen (15) minutes shall be borne equally by all teachers without exception at the Middle and Elementary schools.

The start time of Salem High School may be shifted later by up to sixty (60) minutes beginning in the 2021-2022 school year.

4. Nothing in the above language shall be construed to prohibit regular after-school sessions and extra-help sessions. Regular after-school, extra-help sessions at the High School shall not extend more than forty-eight minutes (48) beyond the conclusion of the student day, except at the discretion of the teacher.

5. **Teacher Meetings**

- a. 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.

- b. 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 A above. Attendance at other evening meetings or functions shall be at the discretion and responsibility of the individual teachers.
- c. Except in an emergency, Individual Education Plan and parents meetings to 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 his/her preparation period and/or lunch period, shall be compensated at the contractual hourly rate for time spent at said meeting.

Article VII: Working Conditions

A. Health and Safety

1. The employer shall annually inspect and treat, if necessary, each worksite for hazardous conditions.
2. 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.
3. 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
4. The Employer shall make a reasonable effort to maintain filtered water dispensers to support clean water in each school.
5. Where possible every class shall be held in a properly heated, lighted, ventilated,

sound-proofed and equipped classroom

6. The Employer shall make the City's Employee Assistance Program available to bargaining unit members

B. School Facilities and Supplies

1. Every school building shall have at least one teachers' lounge which is kept clean and provided with suitable furniture when and where possible.
2. Mailboxes for teachers shall be provided in all schools.
3. Sufficient electrical outlets shall be provided and properly placed in all classrooms where possible.
4. Individual teachers are not obliged to underwrite activities with personal funds.
5. 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.
6. The Employer shall provide bargaining unit employees with supplies to educate the students of Salem.
7. 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.

C. Scholarship Standards: Curriculum

1. Determinations with respect to the kinds of teaching materials purchased shall be made solely by academic personnel with the approval of the School Committee.
2. 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.
3. Teachers and department heads shall receive notice when a curriculum committee is to be established. Teachers will be solicited to submit recommendation in their area of education. Proposed major revisions in curriculum shall be sent to teachers for comment before they are adopted.
4. The parties agree to continued consultation with a view to initiating a more intensive

and effective program for the academically talented in the elementary schools.

5. 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:
 - a. Textbook selection and review;
 - b. Student promotional and graduation requirements;
 - c. Formulation and implementation of plans for computer instruction and in-service training for teachers in the use of computers.
6. 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.

D. 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 VI(A)(1).

E. Supervision/Evaluation

1. 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.
2. An unsatisfactory rating may be grieved.
3. 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.
4. 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.

F. Information at the School Level

1. All official circulars shall be posted on school bulletin boards for the inspection of teachers and shall be made available to teachers on request.
2. A copy of current teaching programs, non-teaching assignments, administrative and preparation periods shall be available at each school.
3. Teachers' schedules shall be sent to the Union President and the individual teacher by August 15 of each school year.

G. 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:

1. The teacher shall be permitted to examine his file upon request. There shall be only one file on a teacher.
2. The teacher shall be permitted to reproduce the material in his file.
3. The teacher shall receive prior notification in writing before any addition can be made to his file.
4. The teacher shall have the right to comment on any material filed, and his comment shall be attached to the file.

H. Seniority

The School Department shall prepare a seniority list which indicates the date on which all members of the Bargaining Unit were hired, the areas of certification assigned and the certificates held. The Union shall be supplied with this list that shall be kept current.

Seniority shall be defined as the length of service in the Salem School Department. Except a teacher who is certified as an administrator, who accepts a temporary administrative position in a building other than his/her own for a period of not more than one (1) year and except for former Chapter I/Title I and present Chapter I/Title I Teachers, periods of service divided by a break due to resignation, termination or employment outside of the Bargaining Unit shall not be added together to determine seniority. As concerning Chapter I/Title I Teachers, in determining seniority, service in Chapter I, which is continuous to subsequent service in the Bargaining Unit, is to be added to present service in the Teachers Unit. However, such Chapter I/Title I service shall not be allowed to bridge previous teacher service which has been breached by Chapter I/Title I service.

1. Effective September 1, 1985 unpaid leaves of absence will not accrue toward seniority except as provided in Article V, C 2 and 3. However, employees who left the Bargaining Unit before September 1, 1978, but continued to be employed by the Salem School Committee, may return to the unit with the seniority accrued prior to leaving the unit.
2. All Summer School teaching assignments will be rotated annually according to seniority, certification and current assignment in the Salem School System.

I. 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:

1. 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:
 - a. Teachers without professional teacher status will be laid off before teachers with professional teacher status.
 - b. 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:
 - i. Teachers who have been rated unsatisfactory shall be considered for layoff first.
 - ii. If there are no teachers who have been rated unsatisfactory, teachers who have been rated needs improvement shall next be considered for layoff.
 - iii. In all cases, seniority shall be considered the tie-breaker among teachers within each category.
 - c. In cases where all teachers are rated proficient, the rule of seniority, only as a tie-breaker shall apply in determining a layoff.
 - d. Other factors that are in the best interest of the student body may be considered prior to seniority, including but not limited to:
 - i. Dual licensure in key areas
 - ii. Any required licensure endorsement such as SEI or special education endorsement.
 - e. 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.

J. Cooperating Teacher

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

K. 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.

L. Safety and Health Standards

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

M. Hiring of Substitutes

1. Substitutes shall be hired to cover classes of regularly-assigned teachers when they are absent.
2. 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 III, Paragraph D.

N. 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.

O. In-Service

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

P. Grade Reporting

1. 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.
2. Teachers shall not be required to submit five-week progress reports sooner than three (3) school days after the close of such marking periods.
3. The parties acknowledge the educational benefit to regular and timely feedback. Teachers shall be responsible for entering grades into the online grading system within ten (10) school days of submission.

Q. 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.

R. 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.

S. 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

T. Teacher-Leader Fellowship Program

1. The Employer shall maintain a program to mentor bargaining unit members, who wish to enter school leadership positions.
2. 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 VII(U) of this Agreement.

3. The goal of the program is to support career advancement within the current STU membership and to support diversity within the Salem Public Schools.
4. 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.
5. 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 VII (U) of this Agreement. The awarding of credit for participation in the program will be the sole responsibility of the college or university.
6. 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.

U. Tuition Reimbursement

1. 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 six hundred dollars (\$600).
 - a. Effective September 1, 2016, the maximum amount to be expended shall be sixty thousand dollars (\$60,000). This amount shall cover regular tuition reimbursement as well as incentive payments.
 - b. **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 \$600 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.

- c. 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.
- d. The tuition reimbursement year shall be July 1 to June 30.
- e. Request for reimbursement shall be submitted to the Superintendent of schools or to his/her designee for approval, prior to the taking of the course. Such 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.
- f. 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.
- g. 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 (f) above.

Article VIII: Transfers and Vacancies

A. Application for Promotion

1. 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.

2. Qualifications, requirements, duties, salary and other pertinent information shall be categorically set forth in the Superintendent's notice.
3. All applications shall be considered.
4. When other factors are the same among a number of candidates, seniority in the School Department may be considered.
5. 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.

B. Transfers

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

1. 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.
2. A list of all staff members shall be given to the Union President by August 31 of each year.

C. Involuntary Transfers

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

D. 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 IX: Grievance Procedure

A. 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.

B. 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 mean also a group of teachers having the same grievance.

C. Adjustment of Grievances

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

- 1. Step 1:** A teacher or his 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 he may be represented by a Union Representative; but where the teacher is represented, he 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 his decision in writing to the aggrieved teacher and the Union within five (5) school days after receiving the complaint.
- 2. 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 he has received the Step 1 decision. The appeal shall include:
 - a.** Name and position of grievant;
 - b.** A statement of the grievance and facts involved;
 - c.** The corrective action requested;

- d. Name of Union Building Representative or Union's designee of Step 1;
- e. 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 his views. The Superintendent shall communicate his decision in writing within five (5) school days of the meeting to the teacher(s) and the Union.

- 3. **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.
- 4. **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 IX—Grievance Procedure, Section A. 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 his 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.

D. General Matters on Grievance

- 1. 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.
- 2. Time Limits**
 - a.** The time limits specified in any step of this procedure may be extended or reduced, in any specific instance, by mutual agreement.
 - b.** 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.
 - c.** 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).
 - d.** 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.

E. 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 X: Union Privileges and Responsibilities

A. Fair Practices

- 1.** 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, creed, national origin, sex, or marital status. The Union will represent equally all persons without regard to membership, participation in, or activities in any employee organization.

2. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in, or association with, the activities of any employee organization.

B. Union Representation and Negotiations

1. **Monthly Meetings with the Superintendent for Continuing Consultation:** A committee of Union Representatives shall meet with the Superintendent of Schools and his 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.

2. School Committee Meetings: Advance Agenda/Minutes

- a. 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.
- b. 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.

C. Union Activity at the School Level

1. 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.

2. Bulletin Boards & Mailboxes

- a. 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 his/her authorized representative(s).
- b. 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.

3. **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.
4. **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 he is assigned to teaching or other duties.
5. **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.
6. Bulletins shall be made available to the official Union Representatives and to all building representatives.

D. 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 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.

E. Agreement Copies Available

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

F. Protection of Individual and Group Rights

1. 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.
2. 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 IX.

G. 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.

H. Authorized Dues Deductions

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

I. 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, if desirous of such leave, shall request leave prior to each school year and upon approval, said leave shall remain in effect for that entire school year. Upon the expiration of the tenure of the Union President holding office as of the date of the execution of the 1997-2000 Agreement, this provision shall expire and the Committee and the Union shall meet to negotiate a substitute provision.

J. 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.

K. 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.

Article XI: Handling of New Issues

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

- 1. 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.
- 2. 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 XII: 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 XIII: 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 XIV: 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 XV: 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 XVI: Duration

This Agreement and unless otherwise specifically provided, each of its provisions shall be effective as of September 1, 2021 and shall continue in full force and effect until August 31, 2024. Negotiations for a subsequent agreement will commence no later than December 1, 2023 for budgetary items and on all other items upon the request of either party filed two (2) weeks before December 1, 2023.

This Agreement was entered into this eleventh day of June, 2021.

Appendix A: Salary Schedules

Effective 2021-2022								
1.75% Increase (Steps 1-12) / 2.5% Increase (Step 13)								
	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$49,502.08	\$50,828.81	\$52,353.88	\$53,688.83	\$55,023.77	\$56,357.70	\$57,879.68	\$59,458.19
2	\$51,618.06	\$52,948.90	\$54,470.89	\$55,801.72	\$57,695.73	\$58,466.49	\$59,991.56	\$61,572.12
3	\$53,723.77	\$55,056.66	\$56,587.90	\$57,919.76	\$59,143.72	\$60,578.36	\$62,107.54	\$63,690.16
4	\$55,844.89	\$57,173.67	\$58,695.66	\$60,036.77	\$61,365.56	\$62,697.42	\$64,227.63	\$65,805.11
5	\$57,958.81	\$59,289.65	\$60,806.50	\$62,147.62	\$63,482.57	\$64,817.52	\$66,342.59	\$67,920.07
6	\$60,072.74	\$61,405.64	\$62,935.84	\$64,262.57	\$65,598.55	\$66,932.47	\$68,457.54	\$70,035.02
7	\$62,186.67	\$63,522.65	\$65,046.69	\$66,377.53	\$67,711.45	\$69,049.48	\$70,573.53	\$72,152.03
8	\$64,829.85	\$66,227.49	\$67,823.47	\$69,215.97	\$70,612.58	\$72,011.24	\$73,607.22	\$75,184.70
9	\$67,470.97	\$68,931.30	\$70,599.22	\$72,055.43	\$73,512.68	\$74,974.03	\$76,639.89	\$78,217.37
10	\$70,113.13	\$71,636.14	\$73,374.97	\$74,892.84	\$76,412.77	\$77,936.82	\$79,673.59	\$81,250.04
11	\$72,755.28	\$74,339.95	\$76,150.72	\$77,732.31	\$79,312.87	\$80,898.58	\$82,706.26	\$84,282.71
12	\$75,396.40	\$77,045.82	\$78,925.44	\$80,569.72	\$82,214.00	\$83,861.36	\$85,739.95	\$87,316.41
13	\$76,695.46	\$78,371.53	\$80,286.74	\$81,957.64	\$83,628.53	\$85,305.64	\$87,215.67	\$88,821.34

Effective 2022-2023
1.75% Increase (Steps 1-12) / 2.75% Increase (Step 13)

	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$50,368.36	\$51,718.31	\$53,270.07	\$54,628.38	\$55,986.69	\$57,343.96	\$58,892.58	\$60,498.71
2	\$52,521.38	\$53,875.50	\$55,424.13	\$56,778.26	\$58,705.41	\$59,489.65	\$61,041.41	\$62,649.63
3	\$54,663.93	\$56,020.15	\$57,578.18	\$58,933.36	\$60,178.74	\$61,638.48	\$63,194.42	\$64,804.74
4	\$56,822.17	\$58,174.21	\$59,722.83	\$61,087.42	\$62,439.45	\$63,794.63	\$65,351.62	\$66,956.70
5	\$58,973.09	\$60,327.22	\$61,870.62	\$63,235.20	\$64,593.51	\$65,951.82	\$67,503.58	\$69,108.67
6	\$61,124.02	\$62,480.24	\$64,037.22	\$65,387.17	\$66,746.53	\$68,103.79	\$69,655.55	\$71,260.64
7	\$63,274.94	\$64,634.29	\$66,185.01	\$67,539.13	\$68,896.40	\$70,257.85	\$71,808.56	\$73,414.69
8	\$65,964.37	\$67,386.47	\$69,010.38	\$70,427.25	\$71,848.30	\$73,271.44	\$74,895.35	\$76,500.44
9	\$68,651.72	\$70,137.60	\$71,834.70	\$73,316.40	\$74,799.15	\$76,286.08	\$77,981.09	\$79,586.18
10	\$71,340.11	\$72,889.77	\$74,659.03	\$76,203.47	\$77,750.00	\$79,300.71	\$81,067.88	\$82,671.92
11	\$74,028.50	\$75,640.90	\$77,483.36	\$79,092.62	\$80,700.85	\$82,314.30	\$84,153.62	\$85,757.66
12	\$76,715.84	\$78,394.12	\$80,306.64	\$81,979.69	\$83,652.75	\$85,328.94	\$87,240.40	\$88,844.44
13	\$78,804.59	\$80,526.75	\$82,494.63	\$84,211.47	\$85,928.31	\$87,651.54	\$89,614.10	\$91,263.93

**Effective 2023-2024
2.00% Increase (Steps 1-12) / 3.00% Increase (Step 13)**

	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$51,375.73	\$52,752.68	\$54,335.47	\$55,720.95	\$57,106.42	\$58,490.84	\$60,070.43	\$61,708.69
2	\$53,571.80	\$54,953.01	\$56,532.61	\$57,913.82	\$59,879.51	\$60,679.44	\$62,262.24	\$63,902.62
3	\$55,757.21	\$57,140.56	\$58,729.75	\$60,112.03	\$61,382.31	\$62,871.25	\$64,458.31	\$66,100.83
4	\$57,958.62	\$59,337.69	\$60,917.29	\$62,309.17	\$63,688.24	\$65,070.52	\$66,658.65	\$68,295.84
5	\$60,152.56	\$61,533.77	\$63,108.03	\$64,499.91	\$65,885.38	\$67,270.86	\$68,853.65	\$70,490.84
6	\$62,346.50	\$63,729.84	\$65,317.97	\$66,694.91	\$68,081.46	\$69,465.87	\$71,048.66	\$72,685.85
7	\$64,540.44	\$65,926.98	\$67,508.71	\$68,889.92	\$70,274.33	\$71,663.01	\$73,244.73	\$74,882.99
8	\$67,283.66	\$68,734.20	\$70,390.59	\$71,835.79	\$73,285.26	\$74,736.87	\$76,393.26	\$78,030.44
9	\$70,024.75	\$71,540.35	\$73,271.40	\$74,782.73	\$76,295.13	\$77,811.80	\$79,540.71	\$81,177.90
10	\$72,766.91	\$74,347.57	\$76,152.21	\$77,727.54	\$79,305.00	\$80,886.73	\$82,689.23	\$84,325.35
11	\$75,509.07	\$77,153.72	\$79,033.02	\$80,674.48	\$82,314.87	\$83,960.59	\$85,836.69	\$87,472.81
12	\$78,250.16	\$79,962.01	\$81,912.77	\$83,619.28	\$85,325.80	\$87,035.52	\$88,985.21	\$90,621.33
13	\$81,168.72	\$82,942.55	\$84,969.47	\$86,737.82	\$88,506.16	\$90,281.09	\$92,302.53	\$94,001.85

**Effective 2023-2024 (Last Day)
0.50% Increase**

	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$51,632.61	\$53,016.44	\$54,607.15	\$55,999.55	\$57,391.96	\$58,783.29	\$60,370.78	\$62,017.23
2	\$53,839.66	\$55,227.78	\$56,815.27	\$58,203.39	\$60,178.91	\$60,982.84	\$62,573.55	\$64,222.14
3	\$56,036.00	\$57,426.26	\$59,023.40	\$60,412.59	\$61,689.23	\$63,185.61	\$64,780.60	\$66,431.33
4	\$58,248.41	\$59,634.38	\$61,221.87	\$62,620.71	\$64,006.68	\$65,395.87	\$66,991.94	\$68,637.32
5	\$60,453.32	\$61,841.44	\$63,423.57	\$64,822.40	\$66,214.81	\$67,607.21	\$69,197.92	\$70,843.30
6	\$62,658.23	\$64,048.49	\$65,644.56	\$67,028.39	\$68,421.86	\$69,813.20	\$71,403.90	\$73,049.28
7	\$64,863.14	\$66,256.61	\$67,846.25	\$69,234.37	\$70,625.70	\$72,021.32	\$73,610.96	\$75,257.40
8	\$67,620.08	\$69,077.87	\$70,742.54	\$72,194.97	\$73,651.69	\$75,110.55	\$76,775.22	\$78,420.60
9	\$70,374.87	\$71,898.05	\$73,637.75	\$75,156.64	\$76,676.61	\$78,200.86	\$79,938.41	\$81,583.79
10	\$73,130.74	\$74,719.31	\$76,532.97	\$78,116.18	\$79,701.52	\$81,291.16	\$83,102.68	\$84,746.98
11	\$75,886.61	\$77,539.49	\$79,428.19	\$81,077.85	\$82,726.44	\$84,380.39	\$86,265.87	\$87,910.17
12	\$78,641.41	\$80,361.82	\$82,322.33	\$84,037.38	\$85,752.43	\$87,470.69	\$89,430.14	\$91,074.44
13	\$81,574.57	\$83,357.26	\$85,394.31	\$87,171.50	\$88,948.70	\$90,732.49	\$92,764.04	\$94,471.86

Appendix B: Longevity

Years of Service	Payment
30	\$1,500.00
25	\$1,300.00
20	\$1,100.00
15	\$400.00
10	\$200.00
5	\$100.00

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 (2021-2024)

During negotiations for successor collective bargaining agreements, the Salem Teachers Union (Union) and the Salem School Committee (Employer) developed the following joint statements of interest, based on “Bargaining for the Common Good”. 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 dialog with paraprofessionals to see if there are childcare supports available when there is early release for students and professional development.

Appendix D: Common Good Agreements (2021-2024)

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 2021-2022, 2022-2023, and 2023-2024 school years, 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. During the 2023-2024 school year, 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, 2018 – JUNE 30, 2020

WHEREAS;

the City of Salem, including the Salem Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to MGL c 32B, but not including MGL c32, Sections 21-23; and

WHEREAS;

the City, by a vote of the City Council, elected to engage in the process to make changes to health insurance benefits under MGL c32b, Section 21-23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes to health insurance benefits it provides to subscribers including transferring said subscribers to the Commonwealth's Group Insurance Commission (GIC) pursuant to MGL c32B, Sections 23; and

WHEREAS;

The City, through its Mayor, and the Public Employee Committee (PEC) are entering into this written agreement to maintain the City's subscribers in the GIC pursuant to MGL c32B Section 23, effective July 1, 2018 through at a minimum, June 30, 2020 (Agreement);

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 benefits through the GIC.

2) Enrollment with the GIC

a) The City and subscribers shall take all necessary and reasonable actions to maintain current and enroll future subscribers through the GIC effective July 1, 2018 and for the duration of this Agreement.

b) For the duration of this Agreement, premium contributions for all subscribers under the GIC shall be as follows:

PLAN

Non-Medicare Indemnity Plans
Non-Medicare PPO & POS Plans (Actives and Retirees)
Non-Medicare HMO Plans (Actives)
Non-Medicare HMO Plans (Retirees)
Medicare Indemnity Plans
Medicare HMO Plans
Survivors all plans:

CONTRIBUTION SPLIT

65% City/35% Subscriber
70% City/30% Subscriber
75% City/25% Subscriber
70% City/30% Subscriber
65% City/35% Subscriber
70% City/30% Subscriber
50% City/50% Subscriber

3) Mitigation Plan

The City agrees to continue to maintain the Employee Health Care Mitigation Fund (EHCMF) established by the parties in the July 1, 2012-June 30, 2015 Agreement, with the balance of funds remaining as of June 30, 2018. The City further agrees that any balance of EHCMF funds remaining will be applied to the subsequent fiscal years covered by his Agreement, and carried over to provide reimbursements consistent with this section. The City agrees to provide the PEC with an annual report of usage and funding balances of the EHCMF.

The EHCMF will be administered in compliance with the IRS and ERISA laws by the current third-party administrator, Cafeteria Plan Advisors, 420 Washington Street, Suite 100, Braintree, MA 02184. The EHCMF shall be for all plan subscribers and will reimburse actual out of pocket costs for the following covered services.

SERVICE

Outpatient Surgery Copayments
Inpatient Hospital Admission Copayments
High-Tech Imaging Copayments (MRI, PET & CT scans)

REIMBURSEMENT

100%, max. of \$250.00 per occurrence
100%, max. of \$1,500.00 per occurrence
100%, max. of \$100.00 per occurrence

If the GIC implements any increases to the above-referenced service copayments, the EHCMF reimbursement amounts will be adjusted accordingly. The City and the PEC agree to meet semi-annually to discuss utilization, funding, and to review the status of the EHCMF.

The City agrees to monitor the balance in the EHCMF and notify the PEC when the balance is \$50,000. At that time, the parties will meet to discuss the EHCMF's status, utilization, and any possible future funding sources.

The City also agrees that it will remit a portion of any Part-D reimbursements received during the life of the Agreement to retirees on Medicare Plans, eligible for the subsidy, in an amount to be determined by the City, in the form of a premium reduction or holiday, provided that they are not already receiving the benefit of the reimbursement through the pricing of the plans they have selected.

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 calendar year **for the duration of this Agreement** for those subscribers who enroll in the FSA for health care expenses. The City agrees to pay one half of the annual fee in accordance with this Section from the funds referenced in Section 3.

5) Waiting/Hiatus period

New employees of the City are eligible to enroll in health insurance offered by the GIC in accordance with 805 CMR 9.01. In accordance with 805 CMR 9.01(3) new employees of the City are eligible to enroll in health insurance offered through the GIC within 10 calendar days of the first date of employment with the City. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR 9.01(3) are hereinafter referred to as the Waiting/Hiatus Period. (WHP).

6) GIC retroactive Effective Date of Coverage

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the WHP that in sum exceeds the full-cost health insurance premium of the GIC's elected plan for the WHP, the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event the City shall submit the full-cost health insurance premium for the WHP to the GIC in a timely manner. The employee shall reimburse the City for the premium and any WHP amount already received through normal payroll deductions. If and when the GIC eliminates the WHP, Section 6 of this Agreement will expire as well.

The City agrees to reimburse new hires a maximum of \$100.00 per month for individual or a maximum of \$250.00 per month for family plans (with a maximum of \$200.00/\$500.00, respectively) for new employees who sign up for City-provided health insurance and provide proof (cancelled checks) as to payments for existing COBRA or other unsubsidized coverage during the WHP.

7) Health Coverage after June 30, 2020

The maintenance and enrollment of subscribers to the GIC shall remain in force after July 1, 2020, 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 PEC agree to meet, at the City's initiation, no later than February 1, 2019 and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2020.

The parties agree to consider options outside the GIC. The City agrees to meet and collaborate with the PEC prior to developing a Request for Proposal (RFP) from commercial insurance carriers. The City agrees to share all proposal responses with the PEC and to meet and discuss all aspects of each proposal response with the PEC. 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. Prior to advertising the final RFP, the City agrees to provide the PEC with a copy of the same.

When the City and the PEC act further in accordance with this Section, the City shall request specific utilization and claims data from the GIC pursuant to 805 CMR 8.05(29), sections a and b. The City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with the Section. The City agrees discussions regarding a successor agreement may include premium contributions, continuation of the EHCMP, plan copayments, and plan design.

8) Changes During the Term of Agreement:

The City and PEC are aware the GIC 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 in order to coordinate assistance to subscribers. The City agrees to meet with the PEC to discuss subscribers' options, plan outreach meetings for those affected, and assist them in selecting replacement health plans. The PEC agrees to assist the City in this effort and members agree to actively participate in any efforts to educate the affected subscribers within their respective bargaining unit.

9) **Severability**

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

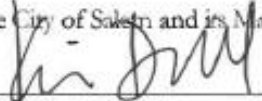
10) **Scope and Modification**

This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement approved in the same manner as the original Agreement.

11) **Authorization to sign Agreement**

Each signatory to this Agreement is authorized to bind the entity he or she represents. 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



Kimberley Driscoll

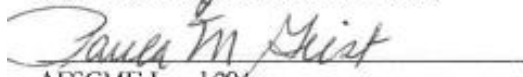
The City of Salem Public Employee Committee



Salem Fire Fighter's Union



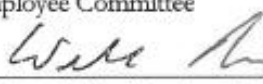
Salem Police Superior Officer's Union



AFSCME Local 294



RSCME



Salem Police Patrolman's Union



AFSCME Local 1818



Salem Teachers' Union



Salem School Administrators

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

Prior to the implementation of the new evaluation system contained in this article, the School District shall arrange training for all principals, educators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle.

Furthermore, 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 beginning in August 2012, prior to the implementation of this evaluation system and as needed throughout the first year of implementation. Subsequent training will be scheduled 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 out- lined in this contract.

4. Evaluator Roles and Responsibilities

There shall be two categories of Evaluators:

a. Primary Evaluator

The superintendent shall identify a Primary Evaluator, normally the principal, for e a c h school in the district.

The Primary Evaluator shall assign all Supervising Evaluators (if any) in a school building.

The Primary Evaluator may perform any or all duties ascribed to Supervising Evaluators below.

b. Supervising Evaluator

The Supervising Evaluator may be the Primary Evaluator or his/her designee. The super- vising Evaluator's responsibilities include supervising goal setting and plan development with the Educator, conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the Educator.

The Supervising Evaluator completes the Formative Assessment report and, if applicable, recommends formative ratings to the Primary Evaluator. Any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall,

must be reviewed and approved by the Primary Evaluator. The Supervising Evaluator drafts the Summative Evaluation report and recommends summative ratings to the Primary Evaluator. The Primary Evaluator shall review and approve and may amend the final summative report and ratings.

Specialized positions, including but not limited to ESL, special education, instructional coaches, reading specialists, adjustment counselors, nurses, guidance counselors, occupational therapists, speech and language, may be assigned a second supervising evaluator by the primary evaluator.

5. Notifications and Changes to Evaluators

The Educator shall be notified in writing of his/her Primary Evaluator, Supervising Evaluators (if any) at the outset of each new evaluation cycle.

At any time during the evaluation cycle, the educator may send a written request to his/her Primary Evaluator for a different Supervising Evaluator(s). The request must state the reason the Educator wants a change. The Primary Evaluator 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:

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

There shall be four performance ratings:

- Exemplary shall mean that the educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- Proficient shall mean that the educator's performance fully and consistently meets the requirements of a standard or overall.
- Needs improvement shall mean that 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.
- Unsatisfactory shall mean that 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. 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 his/her Supervising 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.

Each self-assessment shall contain:

1. An analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility.
2. A reflection on practice using each of the four performance standards of effective practice using the appropriate rubric(s) in the district's online evaluation system.
3. Proposed goals for the Educator Plan:
 - a. Each educator must propose a minimum of one goal directly related to improving student learning and a minimum of one goal directly related to improving professional practice.
 - b. The proposed goals must align with school and district goals.
 - c. Educators shall consider goals for grade – level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results.
 - d. For educators with PTS rated Needs Improvement or Unsatisfactory, the professional practice goal must address specific standards and indicators identified for improvement.
 - e. Guidance for setting SMART Goals is attached hereto as part of Appendix D.

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:

3. Developing Plans: For Non-PTS Educators

The parties acknowledge that it may take some time for an educator with PTS to become proficient in a new assignment. 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. The Primary Evaluator may assign a Developing Plan to a PTS Educator in a new assignment at the Educator's request or at the Primary Evaluator's discretion.

Each Developing Plan for PTS educator in new assignments will be for one school year. 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. If the overall summative rating is below proficient, the Primary Evaluator 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 Primary Evaluator may extend the Developing Plan for a subsequent plan period of up to one school year. If a different assignment is not made, the Educator shall be placed on a Directed Growth Plan.

4. Self-Directed Growth Plans for PTS Educators

Educators with PTS who have an overall rating of Proficient or Exemplary 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 Self-Directed Growth Plans.

5. Directed Growth Plans for PTS Educators

a. Overview

Educators with PTS who receive an overall rating of Needs Improvement from the Primary Evaluator, shall be on Directed Growth Plans

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of a Directed Growth Plan. The Supervising Evaluator may be the Primary Evaluator

Within 15 school days of an Educator receiving an overall rating of Needs Improvement, the designated Supervising 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.

c. 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 Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Union Representative, if requested by the educator, shall determine the plan length.

d. Plan Components

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

- The assigned Primary Evaluator and Supervising Evaluator if any.
- The state and end dates of the plan.
- The area(s) targeted for improvement. The Supervising 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 Supervising 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 his/her performance in the targeted areas. The Supervising 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.

e. Signatures and Delivery

The Primary Evaluator must approve the Directed Growth Plan and both the Primary and Supervising 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 his/her Directed Growth Plan within 5 school days of receipt and may include a written response using the Educator Response Form in Appendix D. 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.

f. 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 his/her 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 Primary Evaluator, and ask them to revise elements of the Directed Growth Plan.

g. Changes during 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 his/her overall rating changed until the Summative Assessment, if applicable

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 his/her overall rating changed until the Summative Assessment, if applicable.

6. Improvement Plans for PTS Educators

a. Overview

An Educator with PTS who receives an overall rating of Unsatisfactory, from his/her Primary Evaluator, shall be on an Improvement Plan.

b. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator, shall be on an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.

Within 15 school days of an educator receiving an overall rating of Unsatisfactory, the designated Supervising Evaluator 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 Primary Evaluator, in consultation with Supervising Evaluator, the educator, and a Union Representative, if requested by the Educator, shall determine the plan length.

- d. The Improvement Plan shall be completed using the Improvement Plan Form in Appendix D in the district's online evaluation system. Each plan shall include, at minimum, the following components:
- The assigned Primary Evaluator and Supervising Evaluator if any.
 - The start and end dates of the plan.
 - The area(s) targeted for improvement. The Supervising Evaluator 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 Supervising Evaluator 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 supports the district or school may provide to assist the Educator in improving his/her performance in the targeted areas. The Supervising Evaluator 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 Primary Evaluator must approve the plan and both the Primary Evaluator and the Supervising Evaluator must sign it and deliver it to the Educator at least 10 calendar days before the start date of the plan.

The Educator shall sign his/her Improvement Plan within 5 school days of receipt and may include a written response using the Educator Response Form in

Appendix D. 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 primary evaluator, 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 primary evaluator may discuss the matter with the Primary Evaluator, 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 his/her 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: Goal Finalization Plan Development

1. Conferences

By Oct. 15, the Primary Evaluator shall schedule and conduct a final goal-setting and plan-development conference with all Educators under his/her supervision.

The final goal-setting and plan-development conferences may occur in groups.

During the conferences, Evaluators and Educators shall consider finalizing goals for grade-level, subject area, or department teams, or for other groups of Educators who share responsibility for student learning and results.

Educators rated Needs Improvement or Unsatisfactory may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their Primary Evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s) identified for improvement.

2. Drafting of Educator Plans

During or as soon as possible after the final goal setting conference, the Primary Evaluator and Educator shall draft and Educator Plan using the appropriately designated form in Appendix D and in the district's online system:

The Directed Growth Plan designation shall be used for Educators on Directed Growth Plans.

The Improvement Plan designation shall be used for Educators on Improvement Plans.

The Educator Plan designation shall be used for all other Educators

The Directed Growth and Improvement Plans shall, at a minimum, specify the following:

- The assigned Primary Evaluator and Supervisory Evaluator (if any).
- The start and end dates of the plan.
- The Educator's student learning and professional practice goals.
- The actions the Educator will take to attain his/her goals.
- The supporters, resources, and professional development available from the School District.
- The anticipated delivery date of the Formative Assessment report.
- The anticipated delivery date of the Summative Evaluation report.

3. Approval and Delivery of Educator Plans

The Primary Evaluator must approve and sign and the Supervising Evaluator (if any) must sign the Educator Plan and deliver it to the educator no later than November 1 for plans beginning at the start of the school year.

Additionally, all final Educator Plans shall be delivered to the Educator at least 5

school days before the start date of any Education Plan.

The Educator shall sign his/her Educator 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 in Appendix D. 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 and in the district's online evaluation system.

4. Appeal Process

If an Educator disagrees with any element of the approved Educator Plan, the Educator may submit comments of that nature using the Educator Response Form to the Primary Evaluator and/or supervisor of the primary evaluator, copying the Union President if they wish. The notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the supervisor of the primary evaluator may discuss the matter with the Supervisory Evaluator, who may be asked to work with the Educator to revise the goals and contents of the Educator Plan.

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 his/her 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 appendix D. 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 Appendix D. (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 othersources 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:

1. 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.
2. 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

1. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
2. 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.
3. 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.

1. 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

2. 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.

3. 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 his/her electronic signature.

4. Educator-Supplied Evidence

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

The Educator may share any or all compiled evidence/information with his/her 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 Primary Evaluator shall acknowledge receipt of said contents with his/her 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 Supervising 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 Supervising 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 Supervising 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 supervising 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 Primary 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 Primary 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 Primary 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 his/her overall rating lowered through a Formative Assessment unless the following process has occurred:

The Supervising or Primary Evaluator 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 Primary and Supervising Evaluators 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 Primary Evaluator and/or the Supervising 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 Primary 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 Primary Evaluator completes the Summative Evaluation Report and delivers it to the Educator.

3. Competing and Delivering the Report

The Supervising Evaluator shall draft the Summative Evaluation Report using the Summative Evaluation Report Form in Appendix D.

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

In assessing progress toward goals, the Supervising 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 Primary 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 Primary or Supervising 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 his/her overall rating lowered through a Summative Assessment /Evaluation unless the following process has occurred:

The Supervising or Primary 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 Primary and Supervising Evaluators 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 his/her rating may request a conference with the Supervising Evaluator and/or Primary Evaluator 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: Staff Preference Form

SALEM PUBLIC SCHOOLS

Staff Preference Form

This staff preference form is being circulated in accordance with Article VII. Section B(9) of the Collective Bargaining Agreement.

Name: _____ Date: _____

1. I wish to be considered for the following full-time professional opportunities if appropriate vacancies develop:

a. _____

b. _____

c. _____

2. I wish to be considered for the following part-time summer work or extracurricular assignments if appropriate vacancies develop:

a. _____

b. _____

c. _____

3. I wish to be considered for the following kinds of curriculum development or other special committees:

a. _____

b. _____

c. _____

Appendix H: 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. General Staffing

- a. Except as set forth herein, all current staff shall be retained as part of the innovation staff.
- b. Any teacher wishing to opt out of their 2012-2013 teaching assignment at the Carlton, shall request a transfer to another position/school within their area of certification (with their school/grade level to be determined). Such a request for transfer shall be made using the Staff Preference Form (Appendix C of the Collective Bargaining Agreement), no later than April 1 and in accordance with Article VII, Section B of said Collective Bargaining Agreement.
- c. Any involuntary transfer shall be made only after a meeting between the teacher involved, the Principal (if applicable), and the Superintendent, at which time the teacher shall be notified of the reason for the transfer.

3. 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 7 (Pg. 86) i.e., “when other factors are the same among a number of candidates, seniority in the school department may be considered.”

4. 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.

5. 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 I: Side Letter Re: Professional Improvement/Parent Conferences

September 11, 1978

It is agreed and understood between the Salem School Committee and the Salem Teachers Union, Local 1258 AFL-CIO, American Federation of Teachers, that classes may be dismissed up to the equivalent of three (3) full school days per year in order to provide meaningful professional improvement for teachers or time for parent conferences.

Appendix J: Side Letter re: Interim Committee and Chapter I/Title I Teachers

- A. The Committee and the Union agree that the “interim committee” relating to extracurricular payment and referred to in Article III, Section N, shall be reactivated following the execution of this Agreement.
- B. Pursuant to the agreed-to amendment of Article I, Section A, 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, excepting 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.

As a matter of Side Agreement and not as part of the Collective Bargaining Agreement, it is agreed as follows:

- A. The proposal concerning Student Surveys and Teacher Evaluations are referred to a joint labor management committee, with accompanying agreed to contract language attached hereto and made a part hereof.
- B. The Extra Curricular Stipends (Appendix “B” of the Collective Bargaining Agreement) is referred to a joint labor management committee for review and updating.
- C. The use of the position designation “Coordinator” is referred to a Joint Labor Management Committee for review.
- D. There is hereby established a Joint-Labor Management Committee consisting of six (6) members; three to be appointed by the Union and three to be appointed by the Committee. The Joint Committee shall meet within three (3) months of the execution date of the Collective Bargaining Agreement and shall report back to the negotiating teams within six (6) months of said execution date. If needed, the parties may agree to extend the term of the joint labor management committee for an additional three (3) month period.
- E. If the President of the Salem Teachers Union and the Superintendent of Schools agree that it would be more advantageous to establish more than one Joint Labor Management Committee, comprised as set forth “D” above, to consider the above three issues, they are authorized to do so, with each Joint Committee being subject to the time constraints established above.

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

Appendix K :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 trainings.

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.