

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

SALEM SCHOOL COMMITTEE

AND

SALEM TEACHERS UNION, LOCAL 1258

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

CONTRACT SETTLEMENT

2016 – 2019

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

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

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

THEREFORE, AGREED as follows:

I - The Collective Bargaining Agreement entered into between the Committee and the Union for the period September 1, 2015 through August 31, 2016, is hereby incorporated herein with the following amendments:

A. The Preamble is hereby amended by deleting said Preamble and substituting therefore, the following:

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 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
SET FORTH that agreement in the following Articles:...”

B. Article II, entitled “Committee Rights” is hereby amended by deleting the second paragraph of Section B and substituting therefor, the following:

“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. Article III, entitled “Salary and Rates of Pay” is hereby amended by deleting the second paragraph of Section A2 and inserting in place thereof the following:

“Effective September 1, 2016 an increase of two and one half percent (2.5%) above the rates in effect on August 31, 2016; effective September 1, 2017 an increase of two and one-half percent (2.5%) above the rates in effect on August 31, 2017; and effective September 1, 2018, an increase of two and one-half percent (2.5%) above the rate in effect on August 31, 2018.

Effective September 1, 2016, the Longevity Schedule is hereby amended by increasing the 20, 25, and 30 years of service by \$500 at each level.”

D. Article III, entitled “Salary and Rates of Pay” is hereby amended by

re-designating current Section T as Section U and by inserting a new Section s entitled “Differential for Teacher Leader as follows:

“s. Differential for Teacher Leader

Teacher Leaders shall work a teacher day and a teachers’ year. The position shall be posted. Teacher Leaders shall receive a differential of \$1,500.”

E. Article IV – Section A, entitled “Health Insurance” is hereby amended by:

1. deleting from paragraph 1a, the years 2012; 2015 and inserting in place thereof the years 2016; 2019.
2. by adding a new paragraph 3 as follows:

“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.”

F. Article V, Section A, paragraph 4, entitled “Sick Leave Bank” is hereby amended and inserted in place thereof is the following:

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 for STU members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or

extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

- 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 he or she receives 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.

G. Article V, Section B, entitled "Leave with Pay" is hereby amended as follows:

- 1. Delete paragraph 3, entitled "Leave for Health".
- 2. Re-designate paragraphs numbered 4, "Short Term Military Leave"; 5 "Selective Service Tests"; 6, "Service Credit for Leave with Pay"; 7, "Leave for Conferences, Conventions, etc."; 8, "Leave for Visiting Days", 9, "Religious Holidays"; and 10, "Funeral Leave", as paragraphs 3-9.
- 3. Paragraph 11, entitled "Pregnancies and/or Related Conditions" is hereby deleted.
- 4. Paragraph 12, entitled "Jury Duty" is hereby re-designated as paragraph 10.
- 5. Paragraph 13, entitled "Paid Paternity Leave" is hereby deleted.
- 6. Paragraph 14, entitled "Paid Family Illness Leave" is hereby re-designated as paragraph 11.

7. Paragraph 15, entitled “Combined Paternity & Family Illness Leave” is hereby deleted.
8. By inserting a new paragraph 12, entitled “Family Medical Leaves of Absence” as follows:

“12. Family, Medical and Parental Leaves of Absences

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 of care for a covered service member with a serious illness or injury incurred in the line of active duty. This leave may be taken intermittently when medically necessary.

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

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

All applications for family, medical, and/or parental leave shall follow the process outlined in paragraph 12.”

a. Family and Medical Leave

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.

A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:

- a period of incapacity or treatment connected with inpatient care;
- a period of incapacity requiring absence of more than 3 calendar days from work or daily

activities also involving continuing treatment by a health care provider;

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

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

If a married couple is employed by the District, they may take a combined twelve (12) weeks of FMLA leave to care for a newborn or adopted child. they are not eligible for twelve (12) weeks each. Example: if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six (6) weeks due to their own serious health condition or to care for a parent with a serious health condition.

When a leave is foreseeable, employees are required to complete the FMLA request forms of the requested leave as early as possible, and no later than thirty (30) days, prior to the beginning of the requested leave. If thirty (30) days' notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.

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

b. 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, son, daughter, 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 her/him for the purpose, and who satisfies the procedure required by the FMLA for taking such leave, may use not more than twenty (20) days of her/his accumulated paid sick leave in a 12-month period for what shall hereafter be called “family illness leave”.

c. 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.”

9. By inserting a new paragraph 13, entitled “Parental Leave of Absence” as follows:

“13. Parental Leave of Absence

Effective April 7, 2015, Parental leave allows full-time female or male 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 to 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.

10. By inserting a new paragraph 14, entitled “Application Requirements for FMLA and Parental Leave as follows:

“14. 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: <http://www.dol.gov/whd/forms/WH-380E.pdf>
- ii. Medical certification for Family Member’s Serious Health Condition: <http://www.dol.gov/whd/forms/WH-380-F.pdf>

SPS retains the right to obtain a second or third 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.”

11. By inserting a new paragraph 15, entitled “Extended Leaves for Parental/Child Care” as follows:

“15. Extended Leaves for 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.”

12. By inserting a new paragraph 16, entitled “Notification of Intent to Return”, as follows:

“16. 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.

13. By inserting a new paragraph 17, entitled “Use of Time from Sick Leave Bank”, as follows:

“17. Use of Time from Sick Leave Bank

No time from the teacher’s sick leave bank may be used for any portion of paid Parental Leave or paid Family Illness Leave.

H. Article VI, Section B, entitled “Teacher Load; Teacher Programs” is hereby

amended by:

1. By deleting from Section B, the definition contained in paragraph d, entitled “Preparation Periods” and inserting in place thereof the following:

“d. Preparation Period – 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”.
2. By inserting therein, a new paragraph “e”, entitled “Common Planning Time” as follows:
peers. All common planning time goals and outcomes will be directed by the administration.
3. By redesignating the current paragraph “e.” as Paragraph “f”.

I. Article VI, Section F, entitled “Length of School Year” is hereby amended as follows:

1. By deleting the second paragraph of paragraph 1 and inserting in place thereof, the following:

“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.

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.

2. By deleting from paragraph 2a, the following:

“The regular work year for all Saltonstall teachers of the Saltonstall School shall be two hundred two (202) days.”

3. By deleting paragraph 2b.
4. By re-designating paragraph 2c as paragraph 2b.

- J. Article VI, Section G, entitled “Length of School Day” is hereby amended by inserting a new last paragraph as follows:

“The teachers of the Bates, the Horace Mann Laboratory and the Witchcraft Heights Elementary Schools shall individually vote on whether to increase the length of the work week by one hundred fifteen (115) minutes (equivalent in minutes to 23 minutes per day). Such extended time shall be used for common planning time, which shall be in addition to the current amount of common planning time existing in school year 2015-2016. At no time will designated common planning time be used as instructional time with students. Such total time shall be scheduled by the Principal of the school and may be configured in such a manner as the Principal deems is in the best interest of the educational goals of the school. In addition, the Principal shall designate the purpose of the common planning time. In doing so, the Principal shall seek the input of the teaching staff as to the purpose of the Common Planning Time. Prior to the implementation of this extended time, the teachers of each affected school shall vote on whether to accept the extended time at their particular school. The vote shall be taken prior to the conclusion of the 2015-2016 School Year. Upon acceptance of this provision, by a majority of those voting, each teacher shall be compensated with an annual stipend of two thousand dollars (\$2,000.00). If a particular school rejects this provision, it shall not affect the validity of the remainder of the contract settlement for the period 2016-2019.

This extended time provision is a pilot program, subject to a second ratification vote of the teachers in the schools

that initially accepted the extended time, to be taken at the conclusion of School Year 2017-2018. If this extended time provision is again accepted, by a majority of those voting, it shall become a permanent part of the teacher work day.

K. Article VI, Section N, entitled "Termination of Employees" is hereby amended by:

1. Deleting paragraphs 1 and 2 and inserting in place thereof the following:

"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.

Following this, during instances of layoff, the Committee shall consider additional factors when a reduction in force occurs, including:

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:

1. Teachers without professional teacher status will be laid off before teachers with professional teacher status.
2. 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:
 - a. Teachers who have been rated unsatisfactory shall be considered for layoff first.
 - b. If there are no teachers who have been rated unsatisfactory, teachers who have been rated needs improvement shall

next be considered for layoff.

c. In all cases, seniority shall be considered the tie-breaker among teachers within each category.

3. In cases where all teachers are rated proficient, the rule of seniority, only as a tie-breaker shall apply in determining a layoff.
4. Other factors that are in the best interest of the student body may be considered prior to seniority, including but not limited to:
 - a. Dual licensure in key areas
 - b. Any required licensure endorsement such as SEI or special education endorsement.

2. By re-designating paragraphs 3 and 4 as paragraphs 2 and 3.

L. Article VI, Section X, entitled "Tuition Reimbursement" is hereby amended

by

1. deleting the first paragraph and inserting in place thereof the following:

"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)".

2. deleting paragraph "a" and inserting in place thereof the following:

"a. Effective September 1, 2015, 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."

3. inserting a new paragraph "b" as follows:

“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.

4. deleting paragraph “d” and inserting in place thereof the following:

“d. The tuition reimbursement year shall be July 1 to June 30. Teachers shall be reimbursed for their courses no earlier than the first pay check of the following school year; but no later than October 31.”

5. deleting paragraph “e” and inserting in place thereof the following:

“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.”

6. re-designating paragraphs “b” and “c” as paragraphs “c” and “d”.

7. deleting the current paragraph “d”.

8. deleting the current paragraph “g”.

M. Article VII, Section B, entitled “Transfers” is hereby amended by deleting

Paragraphs 1 through 9 and inserting in place thereof the following:

“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. Predesignating paragraph 10 as paragraph 2.”

N. Article IX, Section C 2, entitled “Bulletin Boards – Mailboxes is hereby amended by deleting paragraph 2 and inserting in place thereof, the following:

“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.”

O. Article IX, Section E, entitled “Agreement Copies Available” is hereby amended by deleting paragraph 2 and inserting in place thereof the following:

“2. The Union will distribute copies of this Agreement and will have copies electronically available by request to an employee of the Unit.”

P. Article IX entitled “Union Privileges and Responsibilities” is hereby amended by adding a new Section J as follows:

“J. 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.”

Q. Article XIV, entitled “No Reprisals” is hereby amended by inserting a new last paragraph as follows:

“Once there are no longer teachers hired before October 31, 1994 in the employ of the District, this Article shall be deleted.”

- R. Article XV, entitled “Duration” is hereby amended by deleted and inserted in place thereof is the following:

“Article XV – Duration

This Agreement and unless otherwise specifically provided, each of its provisions shall be effective as of September 1, 2016 and shall continue in full force and effect until August 31, 2019. Negotiations for a subsequent agreement will commence no later than December 1, 2018 for budgetary items and on all other items upon the request of either party filed two (2) weeks before December 1, 2018.

- S. The Side Letter entitled “Costs” is hereby deleted.
- T. Appendix E entitled “Memorandum of Agreement By and Between the Salem School Committee and Salem Teachers Union” concerning the Bentley School Turn-Around, is hereby deleted.

II - 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, Teacher Evaluations and District Determined Measures (DDM) 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.
- F. The Salem Teachers Union will examine the feasibility of creating a Salem Public School Credit Program by looking at existing programs in other districts and contacting local universities and present their findings to the Superintendent and the Salem School Committee. This will be completed and findings reported by one year following the ratification of this agreement.

This Agreement entered into this 28 day of June, 2016.

FOR THE COMMITTEE

Tim Drivell
Brandon L. Wald
Chris Wilson
Mary Maruaz
James M. Henry
Walter Hunt
J. C.

FOR THE UNION

