



# School Committee Meeting Materials

## **Regular School Committee Meeting**

**June 17, 2019**

**7:00pm**

*Ms. Mary A. Manning  
Mr. James M. Fleming  
Ms. Kristine Wilson*



*Ms. Ana Nuncio  
Mr. Manny Cruz  
Ms. Amanda Campbell*

*Mayor Kimberley Driscoll, Chair*

“Know Your Rights Under the Open Meeting Law, M.G.L. c.30A § 18-25 and City Ordinance Sections 2-2028 through 2-2033”

June 17, 2019

6:30pm Reception for retirees – Mary Manning Learning Commons, Collins Middle School

**REGULAR SCHOOL COMMITTEE MEETING**

Notice is hereby given that the Salem School Committee will hold a Regular School Committee meeting on Monday, June 17, 2019 at 7:00 p.m. The meeting will be held in the School Committee Chambers at Collins Middle School, 29 Highland Avenue, Salem, MA.

**I. Call of Meeting to Order**

**II. Consent Agenda**

- a. Minutes of the Committee of the Whole (COW) meeting held May 29, 2019
- b. Minutes of the Regular School Committee meeting held June 3, 2019
- c. Approval of Warrants: 6/13/19 in the amount of \$331,782.18, 6/20/19 in the amount of \$530,847.97

**III. Approval of the Revised Agenda**

**IV. Public Comment #1: Questions and Comments from the Audience**

**V. Presentations and Reports**

Recognition of the FY19 Retirees

**Acting Superintendent’s Report – Kate Carbone**

**VI. Action Items: Old Business**

- a. Ratification of the Collective Bargaining Agreement between the Salem School Committee and the AFSCME union for the 2018-2021 – tabled 6/3/19

**VII. Action Items: New Business**

- a. Discussion regarding the Salem High School staff recommendation to re-name the main office at Salem High School the Gail A. Kucker Welcome Center
- b. Deliberation and Vote on the Salem Children’s Charity request to install a plaque at the Carlton Innovation School
- c. Deliberation and Vote on the MOU with Salem State University regarding the Horace Mann Laboratory School Principal
- d. Deliberation and Vote on the renewal of the employment contract for School Business Manager, Kristin Shaver (July 2019 through June 2022)

- e. Update and potential deliberation and vote on the employment contract for Kathleen Smith, Interim Superintendent, 2019-20

**VIII. Finance Report**

- a. Budget Transfers

**IX. Policy Subcommittee**

- a. Deliberation and Vote on the First Reading of the recommendation of the policy subcommittee on the revisions to the following policies:

4108	Staff Complaints and Grievances
5102	Enrollment – Salem Residents
5102.01	Enrollment of Non-Resident Students/School Choice
5102.04	Policy on Admission of Foreign Exchange Students
5103	Controlled Choice Student Assignment
5103.01	Student Assignment – Vocational Technical Education Programs
5103.02	Student Assignment – Enrollment of Students from Other Schools
5104	Age Majority (recommended for deletion)
5105	Flags and the Pledge of Allegiance
5106	Evacuation (Fire Drills)
5107	School Day
5108	School Year/School Calendar
5112	Student Work Permits
5113	Work Hours
5115	Dismissal at Parental Request
5223	Student Advisory Committee
5402	Tobacco Use Policy
5413	School Property
5501	Responsible Use Policy and Media

**X. School Committee Concerns and Resolutions**

**XI. Public Comment #2: Questions and Comments from the Audience**

**XII. Adjournment**

Respectfully submitted by:

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Angelica Alayon, Secretary to the  
Salem School Committee

Salem School Committee  
Committee of the Whole Meeting Minutes  
Wednesday, May 29, 2019

A Committee of the Whole (COW) meeting of the Salem School Committee was held on Wednesday, May 29, 2019 at 6:00 p.m. in the School Committee Chambers at Collins Middle School, 29 Highland Avenue, Salem, MA.

**Members Present:** Ms. Mary Manning, Mr. James Fleming, Ms. Kristine Wilson, Ms. Ana Nuncio, Mr. Manny Cruz, Ms. Amanda Campbell, and Mayor Kimberley Driscoll

**Members Absent:** None

**Others Present:** Kate Carbone, Acting Superintendent, Jill Conrad, Chief of Systems Strategy, Kristin Shaver, Business Manager, Dr. Kathleen A. Smith, Superintendent Brockton Public Schools

Mayor Driscoll called the School Committee of the Whole to order at 6:00pm, explained that the purpose of the meeting is to have the opportunity to speak with a potential candidate for the Interim Superintendent role, and introduced Dr. Kathleen A. Smith. Dr. Smith is the current Superintendent for Brockton Public Schools and will be retiring this year. Dr. Smith has applied for the upcoming school year's Interim Superintendent position in Salem. Mayor Driscoll continued that the School Committee had the opportunity for an informal dialogue with Dr. Smith, before she applied. The School Committee collectively agreed to have a formal conversation with Dr. Smith. Mayor Driscoll announced there would be an informal Meet and Greet, in the IMC classroom, with Dr. Smith after the conclusion of this meeting.

#### **Kathleen Smith Introduction and Experiences**

Dr. Smith introduced herself and talked about her background and some of the work that she has done. Dr. Smith explained she held a number of roles as a teacher and educator in Brockton: Special Education teacher - at the elementary level, 7<sup>th</sup> and 8<sup>th</sup> grade junior high teacher for 10 years for students with disabilities, and district school adjustment counselor. Dr. Smith continued that she actively worked with families and students in social and emotional learning and later extended her education in school of law. Dr. Smith shared details of her position as an MCAS Manager and stated that she held a six-year role as Superintendent.

#### **Q and A with Kathleen Smith, Retiring Brockton Public Schools Superintendent**

In response to Mayor Driscoll's question, Dr. Smith talked of how her experiences would help her serve as an Interim Superintendent. Dr. Smith shared some of her experiences with Brockton Public Schools that would help her take on the Interim Superintendent role she is applying for and talked of the similarities between Salem and Brockton schools that included different facets such as climate and culture, instructional excellence, and safe and supportive schools. Dr. Smith talked about the importance of communication with the public and internal organizations.

In response to Ms. Manning's question, Dr. Smith shared her thoughts on how she worked towards creating a community and a district-wide culture for continuous improvement. Dr. Smith emphasized the importance of going out and being present. Dr. Smith talked of the importance of communicating and building relationships, having strong collaboration, trust and transparency with principals, teachers, directors, and staff through dialogue, discussions, and forums for the overall success of students.

In response to Ms. Wilson's question, Dr. Smith explained that the best way to support teachers and staff during this transition is to provide stability. They have to believe that everyone is working together as a team as they need to believe in a strong structure. Dr. Smith talked of personal visits to classrooms where students can see their interest in their classroom and teacher support. Dr. Smith also talked about the importance of class size and supervision, the need for additional personnel to

assist for safety. Dr. Smith explained that having conversations with teachers helps them feel supported and allows to be directly informed of their class needs. Stopping to speak and engage with custodians create open dialogue for the needs and conditions of the buildings. Dr. Smith reiterated that open communication and conversation is key to create stability.

Mr. Cruz asked Dr. Smith how she supported student voice in the Brockton Public Schools, asked if the Brockton Public School District has a student representative on the School Committee, and how to support student voice and give students more influence and involvement in the decision-making process. Dr. Smith responded that the Brockton School Committee does have a student representative. They have student council, meet with principals, and have had students participate in leadership projects.

In response to Mr. Fleming's question regarding a district communication plan for School Committee and community, Dr. Smith talked of staying actively engaged in the use of social media, the use of text messaging, meetings, use of different languages, personal discussions with parents, and established creating entities funds that support students and the homeless. Dr. Smith emphasized the importance of staying actively engaged, which allows members of the community, business sector, and workforce investment (and different entities) to know who the Superintendent is and that the person is approachable. Dr. Smith said that every opportunity she gets as a Superintendent is being a part of the community and making sure to develop those relationships.

In response to Ms. Campbell's questions, Dr. Smith spoke about community forums and how she worked to have authentic engagement with the community. Dr. Smith explained they used connected messages in all languages, reached out to strong partners and encouraged others to bring community members, and had teachers and principals more closely engage with parents and address needs accordingly.

Ms. Campbell asked Dr. Smith how she planned to observe and ensure stable facilitation while advancing important initiatives within the district. Dr. Smith responded that she would meet with the principals, administrative team, and central office (within the first few months) to clarify responsibilities, functions, and protocols in place. Dr. Smith continued she would go out and meet with groups that include teachers, administrators, principals and her leadership team and clearly define goals. Dr. Smith said she would also have to meet with the School Committee to be informed of their strategic plan and initiatives to help work together to advance them and shared a personal experience as an example.

Ms. Nuncio said that equity and access is a key goal in the school system, explained that Salem is in the process of trying to roll out dual-language instruction in a very hearty substantive way, and asked Dr. Smith how, if given that role, would she intend to support the momentum and keep it going. Dr. Smith answered that she had worked on a district project before where they looked at a global studies goal of working with the School Committee, the union, and management/Superintendent and developing strong relationships. Dr. Smith shared further details of its positive outcome and success. Ms. Nuncio also asked Dr. Smith about her racial lens whether she felt she had a good racial lens, as language and race are intertwined in Salem. Dr. Smith answered that it is important to ensure everything is done in a manner that is respectful of the student, respectful of the culture, while meeting their educational needs.

In response to Mayor Driscoll's question, Dr. Smith talked about building effective constructive internal systems and structures and described what they have done at their district. Every month, principals from each school would spend a full day working with their chief academic officer, sharing work with each other; they would come together and share best practices of their schools. Principals have an opportunity to see what their colleagues are doing and what is working. They talk about structures that work at a particular school. Dr. Smith talked about the importance of reviewing the number of paraprofessionals teaching structure, and looking at ways to support instruction in the district and building strong professional learning communities among principals. Dr. Smith

mentioned the effectiveness of scheduling discussions on restructuring and instructional support with all departments included such as music department, physical ed, special education teachers, etc. Collaboration and discussions build a strong district of support as they all come together - ensuring that everyone is part of that structure.

In response to Mr. Cruz's request, Dr. Smith talked of improvement in family engagement through a reorganization of the schools' website in Brockton, MA. Dr. Smith commented that it is a consistent and ongoing improvement. Dr. Smith talked about her experience as a mentor for new leaders and some of the retention strategies she implemented in her practices as Superintendent of Brockton Public Schools.

### **Discussion**

Mayor Driscoll informed everyone on the results of the online survey. Ms. Manning expressed that Dr. Smith seems to have the experience they need in urban education, the necessary background skills, and understanding of roles.

Ms. Manning motioned to appoint Dr. Smith as Interim Superintendent for the upcoming school year. Members would work on a contract with the expectation of a final vote at the next regular School Committee meeting. Mr. Fleming seconded the motion. The motion carried with a unanimous vote of seven (7).

### **Adjournment**

There being no further business to come before the School Committee of the Whole (COW) meeting this evening, Mr. Fleming motioned to rise and report. Mr. Cruz seconded the motion. The motion carried. The meeting was adjourned at 7:44pm.

An informal *Meet and Greet* with Ms. Kathleen Smith was held in the IMC Classroom upon the conclusion of the Committee of the Whole meeting.

Respectfully submitted by:

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Angelica Alayon, Secretary  
Salem School Committee

Salem School Committee  
Meeting Minutes  
Monday, June 3, 2019

A regular meeting of the Salem School Committee was held on Monday, June 3, 2019 at 7:05 p.m. in the School Committee Chambers at Collins Middle School, 29 Highland Avenue, Salem, MA.

**Members Present:** Ms. Mary Manning, Ms. Kristine Wilson, Ms. Ana Nuncio, Mr. Manny Cruz, Ms. Amanda Campbell, and Mayor Kimberley Driscoll

**Members Absent:** Mr. James Fleming

**Others Present:** Kate Carbone, Acting Superintendent, Jill Conrad, Chief of Systems Strategy, and Kelley Rice, Chief of Communications

**Call of Meeting to Order**

Ms. Campbell called the regular meeting of the Salem School Committee to order at 7:05 p.m. Ms. Manning asked everyone for a moment of silence in honor of members of the teaching staff who passed away over the years. Everyone held a moment of silence in remembrance.

**Amended Consent Agenda**

- Minutes of the Regular School Committee meeting held May 14, 2019
- Deliberation and Vote on the Salem High JR. R.O.T.C six-day leadership field trip request to Outdoor Odyssey, Bosell, PA from July 21-27, 2019
- Deliberation and Vote on the Salem High JR. R.O.T.C four-day leadership field trip to Texas A & M University, College Station, Texas from July 7-13, 2019
- Approval of Warrants: 5/23/19 in the amount of \$450,784.28, 5/30/19 in the amount of \$245,183.42, 6/6/19 in the amount of \$542,249.33

**Discussion**

Ms. Manning asked that the deliberation and vote for Salem High JR. R.O.T.C field trip requests be removed at this time and placed under the Action Items: New Business section.

Mr. Cruz motioned to approve the Amended Consent agenda, with the exception of the two field trip requests from Salem High JR. R.O.T.C. Ms. Wilson seconded the motion. The motion carried.

**Approval of the Agenda**

Ms. Campbell motioned to approve the Agenda as presented. Mr. Cruz seconded the motion. The motion carried.

**Public Comment #1: Questions and Comments From the Audience**

Christa Stewart and Madison Gilchrest, students at Collins Middle School, shared highlights and their favorite moments of the recent Collins Middle School 8<sup>th</sup> grade field trip to New York City on May 23-24, 2019.

Ben Chertok, shared she was chaperone at the New York City field trip and also thanked the School Committee for approving the field trip. Mr. Chertok said he spoke on behalf of other adults that joined the field trip and shared they are proud of the way students conducted themselves at the field trip. Mr. Chertok shared further details of his personal observations and overall positive experience.

Patti Morsillo, 53 Broad Street, talked about the Book Buddies program, shared student personal growth experiences, and thanked everyone involved.

Scott Andrade, 12 Grant Road, submitted 13 copies for the Committee's consideration and talked about Project Lead the Way, DESE, pathway model for the High School, curriculum, and teachers.

## **Presentation and Reports**

### **Acting Superintendent's Report – Kate Carbone**

Ms. Carbone updated the School Committee on transportation for the upcoming school year and of upcoming graduations for Salem High School, New Liberty Innovation School, and the Salem Prep High School as well as the 8<sup>th</sup> Grade Moving On ceremony.

### **Other Reports**

#### **Read Excellence in Science Teaching Awards and Margaret Voss Awards**

Ms. Carbone recognized the teachers that were selected for the Read Excellence in Science Teaching and Margaret Voss Awards, for their significant contributions and their school leaders highlighted their qualities and contributions as they individually presented them with a Teacher Recognition Award.

### **Action Items: Old Business**

#### **Deliberation and Vote on the approval of the proposed 2019-20 School Committee schedule – tabled from 5/14/19**

Ms. Manning motioned to remove the proposed 2019-20 School Committee schedule from the table. Ms. Campbell seconded the motion. The motion carried.

Ms. Campbell motioned to approve the proposed 2019-20 School Committee schedule. Ms. Nuncio seconded the motion. The motion carried.

### **Action Items: New Business**

#### **Deliberation and Vote on the approval of the request to use the Bates Elementary School gymnasium as the sole polling location for Ward 6**

Mr. Cruz motioned to approve the request to use the Bates Elementary School gymnasium as the sole polling location for Ward 6. Ms. Campbell seconded the motion. The motion carried.

#### **Ratification of the Memorandum of Understanding between the Salem School Committee and the AFSCME union for the 2018-2021 Collective Bargaining Agreement**

### **Discussion**

Ms. Shaver said that the supporting documentation is not yet ready.

Ms. Campbell motioned to table the item for the next School Committee meeting. Ms. Wilson seconded the motion. The item is tabled for the next School Committee meeting scheduled for June 17, 2019.

#### **Deliberation and Vote on the Appointment of Kathleen Smith as the Interim Superintendent for the 2019-20 school year, effective July 1, 2019**

### **Discussion**

Mayor Driscoll reported that the School Committee does not have a final contract with Ms. Smith as of yet, as those details are still being worked out.

Ms. Campbell motioned the appointment of Kathleen Smith as the Interim Superintendent for the 2019-20 school year, effective July 1, 2019, subject to the final contract. Ms. Wilson seconded the motion. The motion carried.

#### **Deliberation and Vote on the Salem High JR. R.O.T.C six-day leadership field trip request to Outdoor Odyssey, Bosell, PA from July 21-27, 2019**

Mr. Cruz motioned to approve the Salem High JR. R.O.T.C six-day leadership field trip request to Outdoor Odyssey, Bosell, PA from July 21-27, 2019. Ms. Nuncio seconded the motion. Ms. Manning was recorded as opposed. The motion carried.

**Deliberation and Vote on the Salem High JR. R.O.T.C four-day leadership field trip to Texas A & M University, College Station, Texas from July 7-13, 2019**

Ms. Wilson motioned to approve the Salem High JR. R.O.T.C four-day leadership field trip request to Texas A & M University, College Station, Texas from July 7-13, 2019. Ms. Campbell seconded the motion. Ms. Manning was recorded as opposed. The motion carried.

**Finance Report**

**Budget Transfers**

The Salem High School requests the following transfer to cover the expense of a temporary front desk clerk to cover a vacancy in the position until a new employee could be hired:

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Paraprofessional	13571020-5163	\$9,000	
Contract Services	13571021-5320		\$9,000

The Collins Middle School requests the following transfer to cover end of the year expenses:

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Equipment	13450921-5860	\$680	
Instructional Supplies	13570921-5514		\$680

The following transfer is requested to adjust School Committee members' stipends for the 2019 calendar year, per city ordinance:

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Contract Services	13032041-5320	\$300	
School Committee Stipends	13032061-5712		\$300

The Carlton requests the following transfer to align the funds with the intended expense. The funds will be used to purchase office supplies:

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Textbooks	13570421-5511	\$3,198.73	
Office Supplies	13570421-5421		\$3,198.73

The Curriculum, Assessment and Instruction Department requests the following transfer to allow for the purchase of new curriculum materials:

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Educational Training	13990161-5317	\$117,950.32	
Instructional Supplies	13570141-5514		\$117,950.32

Ms. Manning motioned to approve the five FY19 budget transfers as presented. Ms. Wilson seconded the motion. The motion was approved.

**Subcommittee Reports - None**

**School Committee Concerns and Resolutions**

Ms. Nuncio wondered what will happen to the Parent-Child Home Program (PCHP) upon retirement of its Director, Joyce Parent and raised concerns about the discrepancy in compensation for full-time family engagement facilitators as their work is important to the district. Mayor Driscoll explained that the Personnel Subcommittee might be able to look into further review of both replacement and salary. Ms. Carbone shared a brief update on the Parent-Child Home Program.

Ms. Nuncio motioned to refer the matter of family engagement facilitators' compensation and staffing for the Parent-Child Home Program to the Personnel Subcommittee for further review and discussion. Mr. Cruz seconded the motion. The motion carried.

Ms. Manning reported that she received an email with a request for the use of a school and would bring this request forward to the attention of Mr. Fleming, Vice Chair of the Buildings and Grounds

Subcommittee. There was a consensus around the redesign of the parking at Bertram Fields.

Mayor Driscoll motioned to request a meeting of the Buildings and Grounds Subcommittee to discuss potential feasibility of using a portion of land owned by Salem Public Schools to address the city's housing needs.

Ms. Manning motioned to refer the possibility of housing on Salem Public Schools property to Buildings and Grounds Subcommittee. Ms. Nuncio seconded the motion. The motion carried.

**Public Comment #2: Questions and Comments From the Audience**

Cynthia/Cindy Theriaulte, 1 McKinley Road, mentioned the Salem-Ota Cultural Exchange program with Japan that are looking for host families. The program has expanded to include families in addition to middle school. Their website is <http://www.salemotace.org/>.

**Executive Session**

Ms. Nuncio motioned to enter into Executive Session under Exemption 2, to conduct contract negotiations with non-union personnel and under Exemption 7, to comply with MGL c. 30A s.22(g)(2) (Review of executive session minutes from April 15, 2019, April 25, 2019 to determine whether the minutes or portions thereof can be released). Ms. Campbell seconded the motion.

**School Committee Secretary Roll Call**

Ms. Mary Manning	Yes
Ms. Kristine Wilson	Yes
Ms. Ana Nuncio	Yes
Mr. Manny Cruz	Yes
Ms. Amanda Campbell	Yes
Mayor Kimberley Driscoll	Yes

Of the 6 members voting, six voted in the affirmative. The matter carried. The motion carried by a unanimous vote.

**Adjournment**

Members adjourned to move to Executive Session, at 8:09pm, and would not reconvene in Open Session.

Respectfully submitted by:

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Angelica Alayon, Secretary to the  
Salem School Committee

**Meeting Materials and Reports**

School Committee Amended Consent agenda June 3, 2019  
Minutes of the May 14, 2019 School Committee meeting  
Salem High JR. R.O.T.C six-day leadership field trip request  
Salem High JR. R.O.T.C four-day leadership field trip request  
Recipients List for Recognition of Teacher Award  
School Committee Proposed 2019-20 schedule  
Request to move polling location to the Bates School  
FY19 Budget Transfers

# **AGREEMENT**

between

**THE SALEM SCHOOL COMMITTEE**

and

**American Federation of State, County  
and Municipal Employees, AFL-CIO  
State Council 93, Local 294, Custodial,  
Maintenance, Bus Drivers, Bus Attendants,  
Clerical and Cafeteria Employees**

**July 1, 2015 – June 30, 2018**

This agreement entered into by the Salem School Committee, hereinafter referred to as the Employer, and Local 294, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the continuation of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Agreement is in five parts. Part One contains information applicable to all employees. Part Two applies to Custodial and Maintenance Employees. Part Three applies to Cafeteria Employees. Part Four applies to Clerical Employees. Part Five applies to Bus Employees.

**SALEM SCHOOL DEPARTMENT**

**LOCAL 294**

**Officers for 2018-2021**

President

Paula Geist (2019)

Vice President

Zissis Alepakis (2019)

Secretary

Theresa Lavorante (2019)

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## **PART ONE: ALL MEMBERS**

### **ARTICLE I: RECOGNITION**

The Employer recognizes the union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the employees of the Salem School Committee, namely: Custodians, Maintenance Persons, Bus Drivers, Bus Attendants, Clerks and Cafeteria Personnel but excluding the positions of Transportation Manager, PIC Manager, the Secretary to the Assistant Superintendent, the Secretary to the Business Manager, and all staff working in confidential positions in Human Resources.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

- A. **Dues Deduction**  
During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, and any other deductions under (C) below from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.
- B. The Employer agrees to provide a list of employees in the bargaining unit to the union informing the union of the amount of dues deductions for each employee. The Employer agrees to provide this updated list at the start of each fiscal year. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month. The employer will provide the union with undated information on any new hires dues, fees or other deduction amounts.
- C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This deduction is authorized by MGL Ch 180 Section 17J.

## **ARTICLE II: DISCRIMINATION AND COERCION**

There shall be no discrimination by the employer or agents of the employer against any employee because of his membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

It is agreed that there will be no discrimination by the union, its officers or members against any employee for non-membership in the Union; nor will the Union interfere, restrain or coerce bargaining unit employees, or attempt to do so, because an employee refused and/or failed to participate in Union activities.

## **ARTICLE III: GRIEVANCE AND ARBITRATION PROCEDURE**

For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Union and/or the employee involving only an alleged specific and direct violation of express language of a specific provision of the Agreement. It is, therefore, the express intent of the Committee and the Union that the Grievance Procedure be limited to matters involving the interpretation and application, claim or breach, or violation of the Agreement.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1.** The Union Steward and/or Union Representative, with the aggrieved employee, shall take up the grievance or dispute with the employee's supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the supervisor does not have the authority to resolve the grievance, then he/she shall forward the grievance to Step 2.

**Step 2.** If the grievance has not been settled at Step 1, it shall be presented, in writing to the School Principal or if the grievance arises under the authority of the Business Manager, to the Business Manager within five (5) working days after the Supervisor's response is due. The School Principal or Business Manager shall respond to the Union President, in writing within five (5) working days.

**Step 3.** If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools within three (3) working days after the supervisor's response is due. The Superintendent of Schools shall respond to the President of the Union, in writing, within five (5) days.

**Step 4.** If the grievance still remains unadjusted, it shall be presented to the School Committee, in writing, at its next regular meeting. The School Committee shall respond in writing within five (5) working days after the following regular School Committee meeting.

(a) A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be subject to further appeal.

Failure of the Committee, or any of its representatives in any level of this Grievance Procedure, to answer within the time specified, shall be considered as though the appeal was denied, which shall mean that the appeal may be taken to the next step as though a negative answer had been received. The above limitations may be waived by mutual agreement of the parties.

(b) The Union agrees except in cases where an employee reasonably feels that his physical welfare and safety are in danger, where employees are of the opinion they have a grievance within the meaning of this section, and said employee grieves over the assignment, reassignment, working or other conditions order, or directive, he will perform in accordance therewith and pursuant thereto pending final resolution of the grievance under the Grievance Procedure described herein.

**Step 5.** If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the School Committee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expenses for the arbitrator's service and the proceedings shall be borne by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

(a) The Union, in consideration of the Committee's having hereinafter reaffirmed its belief in and compliance with the State Law insofar as they defined the rights, duties, and obligations of a municipality under the General Laws under the Rules, Regulations and Procedures of the Civil Service Commission relative to employees' seniority, promotion, reassignment, discharges, reduction in rank, removals and suspensions; hereby agrees that any grievance, complaint, or appeal which, under past practices and procedures would normally have come within the jurisdiction of said Civil Service Commission is hereby specifically excepted and removed from the arbitration provision of the Agreement. In such circumstances, the Union specifically agrees to seek any redress and remedy through the procedures of said Civil Service Commission and not through the arbitration provisions of this Agreement.

Any other grievance which is not wholly or in part within the jurisdiction of the Civil Service Commission as described herein and which remains unsettled after the procedures outlined here have been exhausted, shall be submitted to arbitration as outlined above.

It is the express intent of the parties that only those disputes defined in the Article which clearly come within these arbitration provisions shall be

arbitral. No other subject, direct or collateral, shall be arbitrable except by a mutual agreement signed by the Union and the Committee.

(b) This decision of the arbitrator shall be final and binding upon both parties and upon any employee affected thereby, provided that such decision shall be restricted to an interpretation or application of the terms of this Agreement and shall in no way alter or expand the provisions of this Agreement or contain any recommendation thereto; and provided further said decision is based upon the facts and arguments either presented by the parties or on which an opportunity to comment has been furnished the parties by the arbitrator. The arbitrator, in rendering his written decision, shall clearly state the Findings of Fact and Conclusions upon which his decision is founded.

(c) The parties agree that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of the Agreement.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement, and that unless said language is inherently ambiguous on its face, evidence of past practice, past or present policy, or oral statements made during negotiations shall be inadmissible to alter the meaning of express language and shall not be considered by the arbitrator.

## **ARTICLE IV: CIVIL SERVICE AND DISCIPLINE**

### **A. Civil Service**

The parties to this agreement hereby express their joint intent to recognize, adhere to and abide by the Tenets, Practices, rules and Regulations defined in Chapter 31 of the General Laws as they establish and define the Division of Civil Service and the Civil Service Commission as well as the binding decisions issued by said Civil Service Commission or enforced by a Court of Competent Jurisdiction.

Having thus jointly reaffirmed the superior and preemptive jurisdiction of the Civil Service statute, Procedures, Regulation as applied, and decided, interpreted and enforced by the Civil Service Commission, the parties to this Agreement, do hereby also express their joint intention and agreement that such matters which are normally within the jurisdiction of, and have been traditionally reserved, in whole or in part, for final and binding determination, appeal and/or resolution by said Civil Service Commission shall be and hereby are specifically excepted from the provision of Article III hereof.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein.

### **B. Discipline**

No employee who has been employed in the bargaining unit for nine (9) months or more shall be discharged, suspended, or demoted for disciplinary reasons without just cause.

## **ARTICLE V: JOINT REVIEW COMMITTEE**

A. The parties to this Agreement hereby express their joint intention hereby to continue their harmonious relations; to promote mutual co-operation and understanding; to establish and maintain effective lines of communications between the parties; to consider the formulation of work rules; to insure the safety and physical well being of employees, to discover and remain aware of new safety techniques and procedures; to consider the proper interests of bargaining unit employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution and improvement of these conditions; to assist the Principals and the School Committee in providing the City of Salem with the safe and effective school operations.

The Parties agree to meet annually as a joint-labor management committee to discuss matters relevant to bargaining unit members, administration and the school committee. The Committee shall be composed of the Superintendent and/or his/her designee; members of administration and members of the bargaining unit. At no time should the joint labor management committee exceed eight (8) people total.

## **ARTICLE VI: UNION REPRESENTATIVES**

A. A written list of Union Officials, Stewards and other Union Representatives shall be furnished to the Employer after their designation in June and the Union shall notify the Employer of any changes thereafter.

B. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the above union representatives shall be allowed reasonable time off for:

1. Transmit communications authorized by the Local Union or its officers to the employer or his representative.
2. Obtain any necessary public data of bargaining unit personnel or position.
3. Investigate and settle grievances.

C. The term "Reasonable" is intended to mean acceptability to both the Union and the Employer.

D. The Union President shall be allowed two (2) hours per week for B-1 and B-2 above.

E. Not more than three (3) selected individual representatives of Local 294 may be allowed to attend union meetings of state and not more than one (1) representative to the national convention without loss of pay.

F. One (1) day will be allowed for the state convention and a length of time not to exceed five (5) days for the national convention.

G. A written notice of at least fifteen (15) days prior to the start of such convention will be given by the President of Local 294 of the selected individual representatives to attend such meetings to the appropriate supervisor.

#### **ARTICLE VII: SENIORITY**

A. The length of service of the employee for the Salem Public School Department shall determine the seniority of the employee.

B. The length of service shall be computed from the date of Original (Civil Service) permanent appointment by the Salem School Committee.

C. In the event of a change of service by transfer of an employee, with mutual consent, from one department in Salem to the Salem Public School Department, the employee shall receive all benefits, except bidding privileges, from the date of original permanent appointment by Civil Service Division. The employee's bidding privileges will be computed from the date of approved transfer into the Salem Public School Department by the Salem School Committee.

D. When more than one employee of the same trade is appointed on the same day, their numerical standing on Civil Service List will determine the seniority of each employee.

E. The principle of seniority shall be a factor in all cases of promotion within the bargaining unit, reassignment, decrease or increase of the working

force as well as preference in assignment to shift work and choice of vacation period.

F. In the case of a decrease in the workforce, provisional employees in the affected job classification shall be laid off before permanent employees. As between provisional employees, seniority shall determine the order of lay off. )

#### **ARTICLE VIII: JOB POSTING AND BIDDING**

When a position covered by this agreement becomes vacant, such vacancy shall be posted on the Salem Public Schools website through TalentEd, listing the pay, duties and qualifications of the vacant position. Interested employees are expected to submit their applications online through that system. The vacancy shall remain open and posted for seven (7) days. All employees who are interested shall reply in writing within the seven (7) day period. Within *fourteen (14) calendar* days of the initial posting, the Employer may award the position to the most senior qualified candidate. In the event the employer does not fill the position with an internal candidate within said fourteen days, it shall inform the Union within five business days as to whether the Employer will post the position to outside candidates.

#### **ARTICLE IX: SHIFT DIFFERENTIAL**

A. An additional ten per cent (10%) will be the premium paid for work other than the regular day shift.

B. The aforementioned ten per cent (10%) will be the premium for any shift that starts on or after 2 P.M.

C. Employees regularly employed on other than the regular day shift shall receive a differential of ten per cent (10%) for their vacations.

D. Unless otherwise notified on or before June 1 in any year, by the Superintendent or his/her designee, or the Supervisor of Buildings and Grounds, employees assigned to other than the day shift may be assigned to the day shift until the opening of school and will not be paid the ten percent (10%) differential for that period. In the event of notification of non-reassignment to the day shift, the custodians of the affected building, who are normally assigned to a shift for which a differential is paid, may volunteer to fill the positions not so being reassigned on a seniority basis. In the event there are no volunteers, the Superintendent or the Supervisor of Buildings and Grounds may assign employees, utilizing the principle of inverse seniority.

#### **ARTICLE XI: OVERTIME**

A. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of and forty (40) hours in one week. Paid time off (vacation and sick time) is used in the calculation of the 40 hours. Notwithstanding the preceding sentence, Bus Drivers and Bus Attendants shall not be entitled to overtime pay for hours

worked in excess of eight hours in one day. Said Drivers and Attendants shall only be entitled to overtime pay for all hours worked in excess of forty (40) hours in one week.

B. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half per hour for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at the premium rate for such recall. Notwithstanding the provisions of Section A of this Article, custodians, drivers, and monitors required or asked to work on a Sunday for the purpose of snow removal, shall be paid double time for all time worked.

C. Employees shall not be required to take time off for any overtime. Overtime shall be equally and impartially distributed among all employees. When in case of extreme emergencies, it is necessary to call in employees from other areas to aid and assist, these employees shall be returned to their own units when the work load lessens.

D. The Employer shall keep records in each department of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representatives with the Supervisor of the division involved, or their designee.

E. Overtime work shall be voluntary unless otherwise provided for in this agreement or of an emergency nature as determined by the Superintendent of Schools or his/her designee to protect the facilities and/or property from damage or abuse or provide for the safety and well being of the students, faculty and staff. There shall be no discrimination against any employee who declines to work non-emergency overtime.

#### **ARTICLE XII: MEAL PERIODS**

All employees who work at least (6) hours per day shall be granted a meal period of thirty (30) minutes during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

#### **ARTICLE XIII: SICK LEAVE**

A. Sick leave shall be granted for personal sickness and for up to five days for sickness or injury in the immediate family. Immediate family is defined as set forth in Part One, Section A of Article XV11, entitled Funeral Leave. As such, Immediate family shall mean: Spouse, Mother, Father, Brother, Sister, Children, Grandparents, Grandchildren, Mother or Father-in-law, or any other dependent living in the household.

B. For absence due to illness in excess of (5) consecutive working days the Employer may require, for purposes of additional evidence, a certificate from a physician.

C. The parties recognize and agree to adhere to the Absence Control Policy as adopted by the City, excepting for the requirement of a certificate from a physician, which is governed by paragraph B above.

D. Employees absent because of an industrial accident may, if they so desire, draw from their sick leave credits, to make up the difference between the payment of compensation and their full week's pay.

E.1 On retirement or death of an employee who was employed on or before July 1, 2000 payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of ninety (90) days.

E.2 On retirement or death of an employee who was employed on or after July 1, 2000 through June 30, 2002, payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of forty-five (45) days.

E.3 Effective upon the execution of the 2011-2014 Agreement the District agrees to offer the following two options regarding Sick Leave Buyback to members on a voluntary basis.

**Option A – Members with a Service Date of 1/1/2003 or earlier.**

Upon written request by the member, the District agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of one hundred twenty-five dollars (\$125.00) per day. The maximum number of days a member may receive payment for cannot exceed forty-five (45) days. Upon retirement from the District, any member who has received payment from the District in accordance with this Section will have his or her sick leave buyback in accordance with Section F, paragraphs 1 & 2 reduced by the number of days he or she has received hereunder. The member has the option to request the District deposit this one-time payment in the member's preferred deferred compensation plan.

**Option B – Members with a Service Date of 1/2/2003- 12/31/2012**

Upon written request by the member, the District agrees to provide the member with a one-time payment for fifty percent of the member's accrued sick leave, at the rate of fifty dollars (\$50.00) per day. The maximum number of days a member may receive payment for cannot exceed forty-five (45) days. Upon retirement from the District, any member who has received payment from the District in accordance with this provision will have his or her sick leave buyback in accordance with Section F, paragraphs 1 & 2 reduced by the number of days he or she received in accordance with this provision. The member has the option to request the District deposit this one-time payment in the member's preferred deferred compensation plan.

F. 4 Members hired on or after January 1, 2013 shall not be entitled to a buyback of sick days at retirement, but in the alternative, will be eligible to buy back, at the employee's daily rate, not to exceed two hundred fifty dollars (\$250.00) per day, up to two sick days per year. Payment shall be made in January following the end of the calendar year in which the employee had not used fifty percent (50%) of his or her sick leave accrual in the prior calendar year. The funds paid out shall be paid into a deferred compensation plan.

**ARTICLE XIV: PERSONNEL POLICIES**

**A. Alcohol and Drug Policy**

The parties recognize and agree to adhere to the Alcohol and Drug Policy as adopted by the City of Salem. The parties recognize and agree to the

Employee Assistance Program (EAP) Policy as adopted by the City of Salem.

**B. Inclement Weather**

1. When there is a two (2) hour delay for the opening of school for students:

All employees, except for custodians, maintenance, and transportation personnel, are expected to report to work no later than two hours later than their regular shift, if their shift starts before the delay and those employees so reporting, shall be paid for the full day without utilizing their personal or vacation days. If the shift starts after the delay, they are expected to report to work as scheduled.

2. When school is closed for inclement weather:

- (a) Forty-two (42) week school cafeteria and transportation employees are not to report to work. These employees who desire to be paid for the day, must utilize accrued personal or vacation days. However, if they receive prior authorization to report to work from their supervisor, and do report to work, they will be compensated for the day without utilizing accrued personal or vacation time. All such employees will be required to work on the day that the inclement weather day is made up by students.

- (b) Forty-two (42) week and fifty-two (52) week “full” year clerical employees are expected to report to work as close to their regularly scheduled time as possible and those employees so reporting shall be paid for the full day without utilizing their accrued personal or vacation days. Those employees not reporting, who desire to be paid for the day, must utilize accrued personal or vacation days.

- (c) Custodians and maintenance staff are expected to report and work a seven anti-meridian (7 A.M.) to three post-meridian (3 P.M.) shift. Every effort will be made to provide custodians and maintenance staff with at least one (1) hours’ notice of changes in this schedule as conditions warrant. In cases where the Superintendent or his/her designee, through the Director of Buildings and Grounds, declares a “snow emergency” custodians and maintenance staff will be expected to work additional time as required to complete preparations for the re-opening of school.

- (d) At the beginning of each school year, Drivers and Monitors will be asked if they will volunteer for heavy snow removal. If there are no volunteers or too few (i.e. six or less); the administration will produce a list of qualified individuals eligible to remove the snow. This list will be forwarded on to the union in a timely manner. On days that heavy snow removal is determined by administration, Drivers and Monitors (either the volunteers or from the list) will be assigned on a rotating basis. However, Transportation Employees are expected to report to work early for any shift following a snow fall to allow enough time to clear the busses of light snow and prepare them to start the

morning routes on time. Drivers and Monitors will be paid time and a half for heavy snow removal.

### 3. "Building Closed" Days

Under unusual circumstances, the Superintendent or his/her designee may be required to close the school buildings. In such cases, the following shall apply:

(a) All employees (forty-two (42) and fifty-two (52) week employees) will be paid for the day without being charged for personal and/or vacation leave.

(b) Unless otherwise notified, custodians and maintenance staff are considered to be "essential" employees and are expected to work the hours as determined by the Superintendent acting through the Director of Buildings and Grounds. If required to work, custodians and maintenance staff who do work, shall be granted compensated time off to be utilized prior to the conclusion of the fiscal year.

## ARTICLE XV: LEAVE

### A. Personal Leave

1. An Employee shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed four (4) days in any one calendar, and shall not be accumulative.

2. Such leave shall be subject to prior approval with reasonable notice to the Supervisor of the employee. Reasonable notice shall consist of twenty-four (24) hours notice unless circumstances are such that twenty-four (24) hours notice is impossible.

3. It is the understanding of the parties that Personal Leave is a right of employees, and that approval of such leave will not be unreasonably withheld.

### B. 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 one year.

### C. Jury Leave and Pay

For each day of jury duty, the employer agrees to make up the difference in an employee's wages between a normal work day wage and compensation received for jury duty for each day served.

### D. Funeral Leave

1. In the event of death in the immediate family of an Employee, he will be granted leave with pay in the amount of five (5) working days, and such leave shall not be charged to sick leave or vacation leave. Immediate family

shall mean: Spouse, Mother, Father, Brother, Sister, Children, Grandparents, Grandchildren, Mother or Father-in-law, or any other dependent living in the household.

2. Each employee shall be entitled to one (1) day of funeral leave in the case of the death of relatives other than those named above.

#### **ARTICLE XVI: HEALTH AND WELFARE**

A. The City has transferred its employee subscribers to the State Group Insurance Commission. For the period July 1, 2012 through June 30, 2015, the City shall contribute (a) sixty-five percent (65%) to the cost of a non-Medicare indemnity plan, with the employee contributing thirty-five percent (35%). (b) For the cost of a non-Medicare preferred provider plan (PPO), the City shall contribute seventy per cent (70%) with the employee paying thirty percent (30%). (c) For the cost of a non-Medicare HMO plan, the City shall contribute seventy-five percent (75%), with the employee contributing twenty-five percent (25%). The contribution of the employee shall be paid with pre-tax dollars as authorized by Section 125 of the Internal Revenue Code.”

B. The cost sharing provisions as set forth in 1 above are subject to negotiations only between the City and the Salem Public Employee Committee and not individually with the Union.”

#### **ARTICLE XVII: LONGEVITY PLAN**

The following Longevity Plan will become effective on July 1, 1993. Payable on the 1st payday in December, 1993 and each succeeding December thereafter. The amounts are not considered part of the base pay, however, the amount will be used in the base pay for purposes of retirement and taxes:

\$100.00 for employees with five (5) or more years of service

\$500.00 for employees with ten (10) or more years of service.

\$600.00 for employees with fifteen (15) or more years of service.

\$850.00 for employees with twenty (20) or more years of service.

\$950.00for employees with twenty-five (25) or more years of service

\$1,100.00 for employees with thirty (30) or more years of service

In order to be eligible for Longevity, an employee must have five (5) years of continuous service no later than November 15th in the year payment is to be made.

#### **ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

##### **A. Bulletin Boards**

Announcements shall be posted on the school website and via email.

##### **B. Federal and State Laws**

Should any provision of this Agreement found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.

**C. Non-Discrimination**

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, handicap or age and that such persons shall receive the full protection of this agreement.

**D. Access to Premises**

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, and/or Council #93, and/or Local 294, to enter the premises upon giving prior notification to School Department officials having jurisdiction in that area at any time for individual discussion of working conditions with Employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees.

**E. Mileage Reimbursement**

The parties agree that mileage pay in the amount of the current IRS reimbursement rate per mile will be paid to all employees using their own vehicles on City business with the approval of their superior.

**F. Uniforms**

A subcommittee of the Union will meet with the authorized representatives of the School Department to review and make recommendations as to the kind and quality of the uniforms to be purchased for the cafeteria employees in the event that a change is requested or required.

**G. Pro-Ration of Benefits**

Employees hired on or after July 1, 1986, and whose work year is less than 52 weeks shall receive such benefits as provided in this Agreement on a pro rata basis as said 52 weeks relates to number of weeks worked.

**ARTICLE XIV: RIGHTS OF THE COMMITTEE**

The parties agree that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion without any such lawful exercise being made the subject of a grievance.

The category of exclusive rights, powers and prerogatives retained and reserved to the Committee shall expressly include, and nothing herein shall be deemed to limit, impair or qualify, the Committee's exclusive right to manage the City's school, custodial, and lunch room operations.

Said rights, powers and exclusive prerogatives include but are in no way to be construed as limited to the rights, power and exclusive prerogative to: hire (full, part time, seasonal, or temporary employees); fire; suspend; or in any other manner discipline; promote, demote; lay-off or otherwise reduce the work force; transfer (permanently or temporarily); assign or reassign (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; promulgate rules and regulations concerning the working conditions and safety of; regulate and restrict the use of City property (real and personal); make any deductions because of the absence of or failure to perform work; and prescribe any safety and training program or policies for; employees of the bargaining unit; and to assign work to whatever personnel, either in or out of the unit, and to determine the amount and kind of work to be subcontracted, that the Committee or its representatives in its discretion deems necessary.

**ARTICLE XV: PRINTING OF AGREEMENT**

This Agreement will be posted on the school website.

**ARTICLE XVI: DURATION OF CONTRACT**

Unless otherwise indicated, this Agreement shall be effective July 1, 2018 and shall continue in full force and effect until June 30, 2021 and year to year thereafter unless written notice of a desire to terminate or modify this Agreement is given by either party to the other by November 1, 2020.

## **PART TWO: DEPARTMENT OF BUILDINGS AND GROUNDS STAFF**

Part Two of this agreement is applicable to employees within the bargaining unit who are classified as Department of Buildings and Grounds staff.

### **ARTICLE I: HOURS OF WORK**

A. The regular hours of work each day shall be consecutive, except for interruption for a daily twenty-minute lunch period.

B. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive; except where a regular five (5) consecutive day's schedule includes Saturday and/or Sunday. Employees employed after the execution date of the July 1, 2000 through June 30, 2002 agreement may be assigned a regular work week of Tuesday through Saturday or Sunday through Thursday.

C. The normal work day shall consist of eight (8) consecutive hours within the twenty-four hour period. Each Employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the Union is notified of the decision to change or modify them and is first given an opportunity to discuss the changes and their effects upon the bargaining unit employees.

D. When a regularly scheduled custodian takes time off from his/her regular shift and coverage is required, the available shift shall first be offered to permanent custodians assigned to the building of the available shift, and if no permanent custodian is available, then the available shift will be offered to the provisional custodians assigned to that building. If no such custodian(s) is available, the Director of Building and Grounds shall assign the "floater" custodian to cover the position.

E. When the District determines that overtime work is needed, it shall first be offered to the permanent custodians within the building. If no permanent custodian is available, then the overtime work shall be offered to the provisional who regularly works in the building of the overtime assignment accepts the overtime assignment, then it shall be offered to permanent custodians in the remainder of the District. If no permanent custodian accepts the assignment, then it will be offered to the provisional custodians in the remainder of the District.

F. Except as provided herein, in the event an Employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

G. On professional development and half days when no afterschool or evening activities are scheduled, employees normally assigned to the 2:00 pm to 10:00 pm shift may work from 10:00 am to 6:00 pm.

### **ARTICLE II: PAY AND CLASSIFICATION PLAN**

- A. The pay and classification plan for all Employees covered by this Agreement shall be Appendix A to this Agreement.
- B. For purposes of this section, the classifications are as follows:  
**BUILDING CUSTODIAN** - cleaner, working under Senior Building custodian. **BUILDING CUSTODIAN IN CHARGE** - Custodian who assumes full responsibility for a one-man building.  
**SENIOR BUILDING CUSTODIAN** - One who assumes full responsibility for custodial services in a building employing more than one full-time custodian.
- C. A custodian shall be on duty at all times when a non-school employee in his building. Overtime will be paid if the custodian is required after his normal working day.
- D. Any Building Custodian who is assigned the duties of a Senior Building Custodian shall be compensated at the higher rate of compensation from the time of such assignment of duties. In making such assignment, the most senior "Building Custodian" shall be so assigned. No temporary assignment will be for longer than three weeks. In the event the assignment is anticipated to be longer than three weeks, the position will be posted internally first and then, if needed, externally as an "Interim Senior Building Custodian."
- E. Full credit for a year worked shall be granted to an intermittent Employee in custodial and maintenance for each 150 days worked, except for Employees hired on or after July 1, 1986.
- F. All members shall receive their pay by direct deposit.

**ARTICLE III: HOLIDAYS**

- A. The following days occurring within the scheduled work week shall be considered to be paid holidays for Department of Buildings and Grounds staff:

New Year's Day  
 Martin Luther King  
 Washington's Birthday  
 Good Friday  
 Patriot's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 December 24th (1/2 day provided that no overtime is required and if it occurs during normal working hours)  
 Christmas  
 December 31<sup>st</sup> (1/2 day provided that no overtime is required and if it occurs during normal working conditions)

B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court or the City of Salem.

C. Holiday pay shall be eight (8) hours pay at straight time.

D. If a holiday occurs on a working day, within an Employee's vacation period, he shall receive an additional day's vacation with pay. Any Employee required to work on a regular holiday shall receive one and one-half (1 1/2) day's pay in addition to the holiday pay.

E. For any of the above holidays, which fall on a Saturday, or fall on an Employee's normal day off, such holiday shall be granted at a later date, at the discretion of the Supervisor of Buildings and Grounds.

F. The day after Thanksgiving shall be celebrated by all Employee's except those custodians at the High School. Because of activity on that day, those Employees shall be granted another day at the discretion of the Supervisor of Building and grounds.

G. One custodian may be assigned for all Holiday's to check heating plant, windows, and exterior entrances of each building. This detail will be paid at the rate of time and one-half (1 1/2) for four (4) hours; except on Memorial Day and Veterans Day, when a flag will be displayed and compensation will be seven (7) hours at time and one-half rate.

#### **ARTICLE IV: VACATIONS**

A. The prime vacation period for Department of Buildings and Grounds staff shall be the period between the close of the regular school year and one (1) week prior to the opening of school at each individual site, the following school year. During the prime vacation period, custodians, craftsmen, painters or groundskeepers shall be entitled to utilize a maximum of three weeks of vacation. Additional vacation time may be granted upon request and upon the sole discretion of the Supervisor of Buildings and Grounds.

B. Department of Buildings and Grounds staff shall be entitled to one week's vacation after thirty-two (32) weeks of continuous employment.

C. Upon termination of employment of the Employee shall receive payment equal to the amount of vacation pay he has earned to that date (pro-rated).

D. If termination is caused by death such payment shall be made to the Employee's legal beneficiary.

E. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year

F. Vacations shall be credited as of July 1 in accordance with the following schedule:

1. After one (1) year of continuous service – three (3) weeks.
2. After ten (10) years of continuous service – four (4) weeks.
3. After twenty (20) years of continuous service – five (5) weeks.” (7-11-6-14)

G. Earned vacation wages shall be paid in a lump sum prior to the taking of the vacation upon request of the individual.

H. Vacations will be granted to custodians, craftsmen, painters and groundskeepers during the school year upon request and approval of the Supervisor of Buildings and Grounds.

I. All Department of Buildings and Grounds staff who are employed as of July 1, 1995 and who have been entitled to vacation credit, and who remain continuously employed thereafter, shall continue to receive vacation credits in accordance with Paragraphs F, G, and H. All other employees shall receive vacation credits in accordance with the following schedule:

1. After One (1) Year of Continuous Service - 2 Weeks
2. After Five (5) Years of Continuous Service - 3 Weeks
3. After Ten (10) Years of Continuous Service - 4 Weeks
4. After Twenty (20) Years of Continuous Service - 5 Weeks

#### **ARTICLE V: SICK LEAVE**

A. Each Department of Buildings and Grounds staff shall be credited with sick leave with pay at the rate of fifteen (15) days per year, accumulated at the rate of one and one quarter (1 1/4) days per month, on January 1 of each year for the full year.

B. Sick leave shall be accumulated without limit for the above noted employees. Any accumulation which present Employees have at the effective date of this Agreement shall retain such accumulation.

C. Other benefits are listed in Part 1 of this Agreement.

#### **ARTICLE VI: UNIFORMS AND PROTECTIVE CLOTHING**

A. The Employer agrees to furnish two (2) winter and three (3) summer uniforms per year to all custodial and maintenance employees. The employees shall be responsible for the maintenance of the uniforms.

B. As an alternative to Paragraph A above, it is agreed as follows:

1. The School Committee agrees to provide cash alternative not to exceed (\$175.00) one hundred and seventy-five dollars to the School Department issued uniforms to all approved qualified applicants in the custodial and maintenance department.

2. All applications shall be obtained by the President of the Union who shall submit them for approval to the Superintendent of Schools, Business Manager and Director of Buildings and Grounds.

3. The applicants shall provide proof of possession of a complete set of clean, well-maintained and wearable uniforms. Approval of the condition and wear ability of the uniform is at the sole discretion of the Superintendent of Schools.

4. No Department of Buildings and Grounds staff shall receive a cash alternative for more than two (2) consecutive years.

5. Only school department issued uniforms shall be worn while on duty for regular and over-time functions and shall be worn for all privately paid functions at any school department facility.

6. During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unpresentable as determined by a joint committee consisting of the School Principal, the Supervisor of Buildings and Grounds and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.

C. The employer agrees to provide all material, equipment and tools required to perform the duties assigned to the Employees covered by this Agreement, which includes rubberized foul weather coverings.

D. Protective clothing will be furnished by the Employer. Said protective clothing will be maintained by the Employer

### **PART THREE: CAFETERIA EMPLOYEES**

Part Three of this agreement is applicable to employees within the bargaining unit who are classified as cafeteria employees.

#### **ARTICLE I: HOURS OF WORK**

- A. The hours for Cafeteria Employees shall be established in accordance with individual building class and bus schedule.
  - 1. The parties agree that the above provisions only establish the shifts in each building and does not establish staffing levels, which is a management right of the District.
  - 2. Four (4) hour employees have work week of nineteen and one half (19.5) hours
- B. Except for emergency situations, work schedules will not be changed unless the Union is notified of the decision to change or modify them and is first given an opportunity to discuss the changes and their effect upon the bargaining unit employees.

#### **ARTICLE II: PAY AND CLASSIFICATION PLAN**

- A. The pay and classification plan for all Employees covered by this Agreement shall be Appendix B to this Agreement.
- B. Said pay plan shall include the following classifications:  
Cooks, Cafeteria Helpers, Cafeteria Helpers Permanent  
Part Time, Cafeteria Helpers, Truck Drivers and Substitutes.
- C. Preparation and clean up time in the cafeterias shall be beginning the first working day of the week in which school opens, and two (2) days following the close of school, unless other arrangements are made between the parties.
- D. In the absence of the head cook in each school, the replacement will be first from within the school among their permanent personnel with valid Serv-Safe Certification by seniority and then from a seniority list of volunteers for cooks positions within the department with valid Serv-Safe Certification.
- E. After being on the payroll for 20 consecutive working days substitute cafeteria employees shall be compensated at the helper's rate of pay.
- F. Cafeteria employees who are classified as five (5) hour employees but regularly work six (6) hours shall receive benefits under this agreement based upon six (6) hours.
- G. When school is canceled, due to inclement weather, cafeteria employees shall not be compensated for that day, unless the employee utilizes accrued personal or vacation time for that day. This provision shall not apply when all other non-essential departments of the City are closed due to the inclement weather.
- H. All members shall receive their pay by direct deposit.

**ARTICLE III: HOLIDAYS**

A. The following shall be considered paid holidays for the Cafeteria Employees:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Patriot's Day
- Memorial Day

If any of the above holidays fall on a Saturday, the employee shall be given compensatory time off. Cafeteria staff who are employed as of July 1, 1995 who have been entitled to greater holiday benefits and who remain continuously employed, shall not sustain a loss of benefits hereunder."

B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court or the City of Salem.

C. Holiday pay shall be the employee's daily pay at straight time.

**ARTICLE IV: VACATIONS**

A. Cafeteria employees shall receive vacation credits in accordance with the following schedule:

- After One (1) Year of Continuous Service - 2 Weeks
- After Five (5) Years of Continuous Service - 3 Weeks
- After Ten (10) Years of Continuous Service - 4 Weeks
- After Twenty (20) Years of Continuous Service - 5 Weeks

B. Unless otherwise authorized by the Supervisor of Cafeteria, vacations shall be taken during the periods school is not in session. However, notwithstanding the provisions of the first sentence, one cook and one cook's helper per school shall be allowed to take vacation during periods school is in session. If more than one employee requests vacation in the same time frame, the most senior employee will be granted vacation time.

C. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay earned to the date of termination (pro-rated).

D. If termination of employment is caused by death, such payment shall be made to the legal beneficiary of the employee.

E. Upon request, earned vacation wages shall be paid in a lump sum prior to the taking of the vacation.

F. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.

G. The Director of Food Services will notify the employee of the approval or denial of any vacation request within one (1) week of the date the request was submitted.

#### **ARTICLE V: SICK LEAVE**

A. Cafeteria employees shall be credited with sick leave with pay at the rate of Twelve and one-half (12 1/2) days per year, accumulated at the rate of one and one-quarter (1 1/4) days per month, on January 1 of each year for the full year.

B. Sick leave for Cafeteria Employees shall be accumulative without limit.

C. Other benefits are listed in Part 1 of this Agreement.

#### **ARTICLE VI: CLOTHING ALLOWANCE**

All Cafeteria Employees, after completing probation, as a condition of employment, shall wear a uniform which, following input from the Union, has been approved by the Director of Food Services. Said Employees shall receive an annual clothing allowance of one hundred seventy-five dollars (\$175.00) at the start of the school year.

During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unpresentable as determined by a joint committee consisting of the School Principal, the Food Services Director and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.

#### **A. Addendum**

1. All employees hired prior to July 1, 2008, shall be grandfathered.
2. Regarding substitutes, effective July 1, 2008:
  - A. The Compensation for substitute food services employees shall be \$10.00/hour.
  - B. Present substitute employees, who earned \$12.54/hour in 2007-08, will earn \$10.00/hour effective July 1, 2008.
3. The compensation for any helper hired on or after July 1, 2008, will Be \$11.00/hour.
4. The vacation credits for cafeteria employees hired on or after July 1, 2008 shall be as follows:

- A. After one (1) year of continuous service: four (4) days
  - B. After five (5) years of continuous service: (6) days
  - C. After (10) years of continuous service: (10) days
  - D. After (20) year of continuous service: (20) days
5. Cafeteria employees hired after July 1, 2008, shall be credited with Paid sick leave at the rate of eight (8) days/year, accumulated at the Rate of 0.8 days/month on January 1 of each year for the full year.
6. Sick leave (severance pay):  
On the retirement or death of an employee who was hired after the execution date of the July 1, 2008, agreement, payment for accumulated unused sick leave will be made to the employee or his/her estate, up to a maximum of twenty-five (25) days.
7. Personal leave:  
A cafeteria employee hired after July 1, 2008, shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business and for illness in the immediate family when sick leave has been exhausted. Such personal leave shall not exceed two (2) days in any one calendar year, and shall not be cumulative.
8. Cafeteria employees hired after July 1, 2008, shall not receive longevity.

## **PART FOUR: CLERICAL EMPLOYEES**

Part Four of this agreement is applicable to employees within the bargaining unit who are classified as Clerical Employees.

### **ARTICLE I: HOURS OF WORK**

- A. All clerical employees required to work any portion of their lunch hour will be compensated for such portion worked. As used in the preceding sentence, the words "required to work" means that the Supervisor of the clerical employee has granted clear approval to the employee to perform work during that employee's lunch period or part thereof.
- B. To be eligible for a lunch period, an Employee must work six (6) hours or more per day.
- C. Clerical staff who work in 42-week positions shall be eligible to work up to five additional days prior to the start of school at the request of their building supervisor.

### **ARTICLE II: PAY AND CLASSIFICATION PLAN**

- A. The pay and classification plan for all employees covered by this Agreement shall be in Appendix C to this Agreement.
- B. Clerical employees are required to report for work on days when school is canceled due to inclement weather unless other city departments are closed, failing of which the employee shall be charged personal or vacation time.
- C. Payment for clerical employees working on summer or evening programs will be the same as their regular rate.
- D. After being on the payroll for twenty (20) consecutive working days, substitute clerks shall be placed on Step 1 of the Senior Clerk and Typist pay scale.
- E. Any Clerical employee who assumes the responsibility of a Senior Account Clerk and Principal Account Clerk shall receive additional compensation at the higher rate of pay from such date of assignment.
- F. The Administration will request the Civil Service Commission to conduct a job evaluation or "Desk Audit" for all positions covered by this Agreement.
- G. One clerical employee each year on a rotating basis of seniority shall be entitled to attend the Educational School Secretary's State Conference at the expense of the School Department.

H. When school is cancelled due to inclement weather, clerical employees shall not be compensated for that day, unless the employee utilized accrued personal or vacation time for that day.

I. All members shall receive their pay by direct deposit.

**ARTICLE III: HOLIDAYS**

A. The following shall be considered paid holidays for the Clerical Staff Members.

Permanent 52 Week Clerical Staff Members:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
½ Day - December 24<sup>th</sup>  
½ Day - December 31<sup>st</sup>

If any of the above holidays fall on a Saturday or Sunday, the Holiday will be observed in accordance with the District Calendar.

Permanent 42 week Clerical Staff Members:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Patriot's Day  
Memorial Day

If any of the above holidays fall on a Saturday, the Staff Members shall be given compensatory time off.

B. And any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court, or the City of Salem.

C. Holiday pay shall be the employee's daily pay at straight time.

D. If a holiday occurs on a working day, within an Employee's vacation period, he shall receive an additional day's vacation with pay.

E. Any Employee required to work on a regular holiday shall receive one and one-half (1 1/2) day's pay in addition to the holiday pay.

#### **ARTICLE IV: VACATIONS**

A. All permanent clerical employees who were employed prior to July 1, 1995 shall receive three (3) weeks of vacation after one year, four (4) weeks after ten (10) years, and five (5) weeks of vacation after twenty (20) years of continuous service. For 42 week positions, such vacations will be taken under current practice during school vacation.

B. Upon termination of employment the Employee shall receive payment equal to the amount of vacation pay he has earned to that date (pro-rated).

C. If termination is caused by death such payment shall be made to the Employee's legal beneficiary.

D. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.

E. Clerical employees shall be entitled to one week's vacation after thirty-two (32) weeks of continual employment.

F. Earned vacation wages will be paid in a lump sum prior to the taking of the vacation upon request of the individual.

G. Vacations will be taken by Clerical employees during the school year upon request and approval by the Business Manager. Such approval shall not be unreasonably withheld.

H. All clerks who are employed as of July 1, 1995 and who have been entitled to vacation credit, and who remain continuously employed thereafter, shall continue to receive vacation credits in accordance with Paragraphs A & E. All other employees shall receive vacation credits in accordance with the following schedule:

After One (1) Year of Continuous Service	- 2 Weeks
After Five (5) Years of Continuous Service	- 3 Weeks
After Ten (10) Years of Continuous Service	- 4 Weeks
After Twenty (20) Years of Continuous Service	- 5 Weeks

#### **ARTICLE V: SICK LEAVE**

A. Each Clerical employee shall be credited with sick leave with pay at the rate of fifteen (15) days per year for Permanent 52 week clerical staff, twelve and one-half (12 1/2) days per year for Permanent 42 week clerical staff, accumulated at the rate of one and one quarter ( 1 1/4) days per month, on January 1 of each year for the full year.

B. Sick leave shall be accumulated without limit for the above noted employees. Any accumulation which present employees have at the effective date of this Agreement shall retain such accumulation.

C. Other benefits are listed in Part 1 of this Agreement.

**ARTICLE VI: JOB VACANCY INTERVIEWS**

Regardless of the qualifications of an employee, any employee who applies for a posted vacancy shall be granted an interview. The Union acknowledges that the district will not be obligated to award an employee the position merely because it granted the employee an interview.

## **PART FIVE: BUS EMPLOYEES**

Part Five of this agreement is applicable to employees within the bargaining unit who are classified as Bus Drivers and Bus Attendants.

### **ARTICLE I: HOURS OF WORK**

A. The hourly work schedule of each employee shall be determined by the District. (07-10)

B. For employees hired before July 1, 2009, the daily work schedule shall consist of five (5) hours. Employees hired on or after July 1, 2009, the daily work schedule shall be determined by the District. (07-10)

C. For employees hired before July 1, 2009, the work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. For employees hired on and after July 1, 2009, the work week shall be determined by the District. (07-10)

D. For employees hired before July 1, 2009, the work year shall commence on the first day of school of the school that they are assigned to and shall end on the last day of the school that they are assigned to. Further, Bus Drivers shall be required to work one day during the week prior to the start of school in order to complete dry runs and training.

E. Employees assigned a run commencing after 4:00 P.M. shall be granted a minimum of two hours pay.

F. Drivers that are required to call parents at the beginning of the school year regarding bus routes; pick up and drop-off times, and special accommodations shall receive two (2) hours pay at their base rate for performing these tasks.

### **ARTICLE II: JOB SELECTION**

A. All job bidding will be done on a rotational basis by seniority, starting with the most senior employee, and continuing in decreasing seniority until the job(s) and/or route(s) are filled. Bidding for any new job(s) and/or route(s) shall continue based on the rotation starting with the next employee in the rotation order. This bid rotation shall start with the first bid for the start of the 2019-2020 school year and continue thereafter on a rotational basis.

B. Weekly bid assignments may not be cancelled for the purpose of bidding another job. Any employee withdrawing from a bid assignment shall not be placed in advance of their next regularly scheduled slot in the rotation.

C. Employees may not bid on daily bonus runs that conflict with their regularly assigned routes, or their assigned weekly bid runs.

### **ARTICLE III: PAY AND CLASSIFICATION PLAN**

A. The pay and classification plan for all employees covered by Part Five of this Agreement shall be in Appendix D to this Agreement.

B. For purposes of this section, the classifications are as follows: **BUS DRIVER** - Operates a bus for the purpose of transporting children to and from schools, athletic events, camps of special activities or events; transports handicapped individuals to and from schools and special training classes; inspects bus before use and sees that proper maintenance is performed on it. Bus drivers must possess a Class 2 driver's license and a School Bus Operator License and/or Department of Public Utilities Bus Operator's License. **BUS ATTENDANT** - rides school buses on its rounds picking up or dropping off students; keeps order on the bus; sees that students are away from bus when it leaves a stop; keeps children from leaning out windows; in general, maintains discipline of pupils on school buses and may make short reports about number of children using buses and length of trips.

C. Bus Attendants shall be provided as required by student's Individual Educational Plans.

D. Substitute Bus Drivers shall be paid at the Bus Driver rate.

E. When school is canceled, due to inclement weather, drivers and attendants shall not be compensated for that day, unless the employee utilizes accrued personal or vacation time for that day. This provision shall not apply when all other non-essential departments of the City are closed due to the inclement weather.

F. A Bus Driver who is awarded a Certified School Bus Driver Instructor position shall be paid an annual differential of five hundred dollars (\$500.00). Not more than two bus drivers shall receive such differential in any year.

G. All members shall receive their pay by direct deposit. (7-11-6-14)

#### **ARTICLE IV: BENEFITS**

Full time Bus Drivers Attendants shall be entitled to the benefits contained in Part One of said Agreement unless otherwise specified hereunder. Substitute Bus Drivers, who are not full time Bus Attendants, and Substitute Bus Attendants shall be entitled to benefits only after being on the payroll for twenty (20) consecutive working days.

##### **A. Sick Leave**

1. Each Full Time Bus Driver and Full Time Bus Attendant shall earn sick leave with pay at the rate of one and one-quarter (1 1/4) days per eighteen (18) days worked, accumulated September through June.

2. Sick Leave shall be accumulated without limit for said employees.

3. Other benefits are listed in Part 1 of this agreement.

##### **B. Holidays**

1. Each Full Time Bus Driver and Full Time Bus Attendant shall receive the following Holidays:

Labor Day  
Columbus Day  
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Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
(President's Day)  
Good Friday  
Patriot's Day  
Memorial Day

If any of the above holidays fall on a Saturday, the employee shall be given compensatory time off.

2. Any other day that may be declared a Holiday by the Governor of the Commonwealth, the General Court, or the City of Salem.

3. Holiday pay shall be the employee's daily pay at straight time.

4. Any employee required to work on a regular holiday shall receive one and one-half (1 1/2) times his regular rate of pay in addition to his holiday pay.

#### **C. Vacations**

1. Vacations shall be granted to Full-Time Bus Drivers and Full-Time Bus Attendants in accordance with Part I of this Agreement, based upon the following full year entitlements:

After One (1) Year of Continuous Service	- 3 Weeks
After ten (10) Years of Continuous Service	- 4 Weeks
After Twenty (20) Years of Continuous Service	- 5 Weeks

Such vacations will be taken under current practice during school vacation.

2. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he has earned to that date (prorated).

3. If termination is caused by death such payment shall be made to the employee's legal beneficiary.

4. Employees shall be allowed to carryover up to ten (10) vacation days from one year to the next year.

5. Employees shall be entitled to utilize one week of their first year vacation benefit after thirty-two (32) weeks of continuous employment.

6. Upon request of the employee, earned vacations wages will be paid in a lump sum prior to the taking of the vacation.

7. Vacations will be granted to employees during the school year upon request and approval by the Business Manager.

8. All Bus Drivers and Bus Monitors who are employed as of July 1, 1995 and who have been entitled to vacation credit, and who remain

continuously employed thereafter, shall continue to receive vacation credits in accordance with Paragraphs 1 & 5. All other employees shall receive vacation credits in accordance with the following schedule:

- After One (1) Year of Continuous Service - 2 Weeks
- After Five (5) Years of Continuous Service - 3 Weeks
- After Ten (10) Years of Continuous Service - 4 Weeks
- After Twenty (20) Years of Continuous Service - 5 Weeks

**D. Protective Clothing**

The employer agrees to annually furnish three (3) sets of uniforms to each driver. The employee shall be responsible for the maintenance of the uniforms.

Protective clothing will be furnished by the Employer. Said protective clothing will be maintained by the Employer.

The District shall provide, and the employee will wear, vests with the words Salem School District thereon.

During the course of a school year, should the uniform of any applicant who has received a cash alternative become unwearable, including soiled or stained, improperly maintained, torn, patched or otherwise unrepresentable as determined by a joint committee consisting of the School Principal, the Supervisor of Transportation and a Union representative, the employee shall be required within seven (7) days to purchase an adequate number of uniforms; two (2) being the minimum from the last contracted supplier of school department uniforms, at his/her expense. Should the individual be unable to purchase the required uniforms at that time, the school department shall purchase the uniforms and the individual shall reimburse the school department for the full cost of the uniforms in four (4) payments in four (4) consecutive pay periods.

**E. Licenses**

1. The employer agrees to reimburse each bus driver for fifty percent (50%) of the cost of the required Commercial Driver's License (CDL) and Department for Public Utilities Licenses.

2. The employer agrees to reimburse the two bus drivers compensated as a Certified School Bus Driver Instructor under Part Five, Article II F, for the cost of said certification.

**F. Drug and Alcohol Testing**

1. The parties acknowledge that effective January 1996, transportation employees are required to submit to Drug and Alcohol Testing as prescribed by governmental regulations/laws. The parties further agree to abide by such regulations/laws.

2. To the extent permitted by law, mandatory drug tests shall be conducted during the work day of the employee. (7-10 – 6-11)

**G. Physical Examination**

In the event that transportation employees are required by law to undergo a second annual physical examination, the District shall reimburse the employee for the cost of such examination not covered by health insurance.

**H. Maintenance of Benefits**

Employees hired before July 1, 2009, and who were receiving full-time benefits, pursuant to Article III, shall continue to receive said benefits, notwithstanding that they will no longer be full time employees.

Agreed to by the Parties this \_\_\_\_\_ day of \_\_\_\_\_, 2019

For the committee:

For the Union:

\_\_\_\_\_  
Mayor Kimberly Driscoll, Chair  
Ms. Mary Manning, Vice Chair  
Ms. Amanda Campbell  
Mr. Manny Cruz  
Mr. Jim Fleming  
Ms. Ana Nuncio  
Ms. Kristine Wilson

\_\_\_\_\_  
Paula Geist, President

\_\_\_\_\_  
Ernest L. Castle IV  
AFSCME Representative  
Council 93

Approved:

\_\_\_\_\_  
M. Kate Carbone  
Acting Superintendent of Schools

## APPENDIX A-1 BUILDINGS AND GROUNDS SALARY SCHEDULE

Effective June 30, 2018

2.5% Adjustment

				<b>Overtime</b>		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Building Custodian	\$ 20.87	\$ 21.26	\$ 21.61	\$ 31.31	\$ 31.89	\$ 32.42
Building Custodian + 10%	\$ 22.95	\$ 23.38	\$ 23.77	\$ 34.43	\$ 35.07	\$ 35.66
Building Custodian in charge	\$ 22.10	\$ 22.46	\$ 22.83	\$ 33.15	\$ 33.69	\$ 34.25
Senior Building Custodian	\$ 25.02	\$ 25.38	\$ 25.75	\$ 37.53	\$ 38.07	\$ 38.63
Senior Groundsperson	NEW POSITON STARTING 07-01-2019					
SHS Senior Building Custodian	\$ 26.56	\$ 26.94	\$ 27.31	\$ 39.84	\$ 40.41	\$ 40.97
Substitute Custodian	\$ 20.87	\$ 21.26	\$ 21.61	\$ 31.31	\$ 31.89	\$ 32.42
Painter			\$ 24.37			\$ 36.56
Foreperson-Painter			\$ 26.22			\$ 39.33
Substitute Painter			\$ 24.37			\$ 36.56
Maintenance Craftsman			\$ 24.37			\$ 36.56
Foreperson Maintenance Craftsman			\$ 27.31			\$ 40.97
Substitute Maintenance Craftsman			\$ 24.37			\$ 36.56
Carpenter			\$ 24.37			\$ 36.56
Substitute Carpenter			\$ 24.37			\$ 36.56
Grounds Maintenance Man	\$ 22.14	\$ 22.52	\$ 22.89	\$ 33.21	\$ 33.78	\$ 34.34
Substitute Grounds Maintenance	\$ 22.14	\$ 22.52	\$ 22.89	\$ 33.21	\$ 33.78	\$ 34.34
HVAC	\$ 31.54	\$ 32.65	\$ 33.74	\$ 47.31	\$ 48.98	\$ 50.61
Electrician			\$ 30.83			\$ 46.25

## APPENDIX A-2 BUILDINGS AND GROUNDS SALARY SCHEDULE

Effective June 30, 2019

2.5% Adjustment

				<b>Overtime</b>		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Building Custodian	\$ 21.39	\$ 21.79	\$ 22.15	\$ 32.09	\$ 32.69	\$ 33.23
Building Custodian + 10%	\$ 23.52	\$ 23.96	\$ 24.36	\$ 35.29	\$ 35.95	\$ 36.55
Building Custodian in charge	\$ 22.65	\$ 23.02	\$ 23.40	\$ 33.98	\$ 34.53	\$ 35.10
Senior Building Custodian	\$ 25.65	\$ 26.01	\$ 26.39	\$ 38.47	\$ 39.02	\$ 39.59
Senior Groundsperson	\$ 25.65	\$ 26.01	\$ 26.39	\$ 38.47	\$ 39.02	\$ 39.59
SHS Senior Building Custodian	\$ 27.22	\$ 27.61	\$ 27.99	\$ 40.84	\$ 41.42	\$ 41.99
Substitute Custodian	\$ 21.39	\$ 21.79	\$ 22.15	\$ 32.09	\$ 32.69	\$ 33.23
Painter			\$ 24.98			\$ 37.47
Foreperson-Painter			\$ 26.88			\$ 40.31
Substitute Painter			\$ 24.98			\$ 37.47
Maintenance Craftsman			\$ 24.98			\$ 37.47
Foreperson Maintenance Craftsman			\$ 27.99			\$ 41.99
Substitute Maintenance Craftsman			\$ 24.98			\$ 37.47
Carpenter			\$ 24.98			\$ 37.47
Substitute Carpenter			\$ 24.98			\$ 37.47
Grounds Maintenance Man	\$ 22.69	\$ 23.08	\$ 23.46	\$ 34.04	\$ 34.62	\$ 35.19
Substitute Grounds Maintenance	\$ 22.69	\$ 23.08	\$ 23.46	\$ 34.04	\$ 34.62	\$ 35.19
HVAC	\$ 32.33	\$ 33.47	\$ 34.58	\$ 48.49	\$ 50.20	\$ 51.88
Electrician			\$ 31.60			\$ 47.40

## APPENDIX A-3 BUILDINGS AND GROUNDS SALARY SCHEDULE

Effective June 30, 2020

2.5% Adjustment

				Overtime		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Building Custodian	\$ 21.93	\$ 22.34	\$ 22.70	\$ 32.89	\$ 33.50	\$ 34.06
Building Custodian + 10%	\$ 24.11	\$ 24.56	\$ 24.97	\$ 36.17	\$ 36.85	\$ 37.46
Building Custodian in charge	\$ 23.22	\$ 23.60	\$ 23.99	\$ 34.83	\$ 35.40	\$ 35.98
Senior Building Custodian	\$ 26.29	\$ 26.66	\$ 27.05	\$ 39.43	\$ 40.00	\$ 40.58
Senior Groundsperson	\$ 26.29	\$ 26.66	\$ 27.05	\$ 39.43	\$ 40.00	\$ 40.58
SHS Senior Building Custodian	\$ 27.90	\$ 28.30	\$ 28.69	\$ 41.86	\$ 42.46	\$ 43.04
Substitute Custodian	\$ 21.93	\$ 22.34	\$ 22.70	\$ 32.89	\$ 33.50	\$ 34.06
Painter			\$ 25.60			\$ 38.41
Foreperson-Painter			\$ 27.55			\$ 41.32
Substitute Painter			\$ 25.60			\$ 38.41
Maintenance Craftsman			\$ 25.60			\$ 38.41
Foreperson Maintenance Craftsman			\$ 28.69			\$ 43.04
Substitute Maintenance Craftsman			\$ 25.60			\$ 38.41
Carpenter			\$ 25.60			\$ 38.41
Substitute Carpenter			\$ 25.60			\$ 38.41
Grounds Maintenance Man	\$ 23.26	\$ 23.66	\$ 24.05	\$ 34.89	\$ 35.49	\$ 36.07
Substitute Grounds Maintenance	\$ 23.26	\$ 23.66	\$ 24.05	\$ 34.89	\$ 35.49	\$ 36.07
HVAC	\$ 33.14	\$ 34.30	\$ 35.45	\$ 49.71	\$ 51.45	\$ 53.17
Electrician			\$ 32.39			\$ 48.59

**APPENDIX B-1  
CAFETERIA SALARY SCHEDULE**

Appendix B-1  
Salary Schedule-Food Services

Effective July 1, 2018  
All positions adjusted by 2 ½ %

2018-2019	Straight Time	Overtime
	Step 1	Step 1
High School Cook	\$ 23.36	\$ 35.04
Cook	\$ 23.36	\$ 35.04
Cafeteria Helper	\$ 19.04	\$ 28.56
Cafeteria Helper hired after 7/1/2008	\$ 13.77	\$ 20.66
Substitute Cafeteria	MINIMUM WAGE	
Driver	\$ 21.63	\$ 32.45

Effective July 1, 2019  
Cafeteria Helpers hired after 7/1/2008 will receive a fixed dollar adjustment of \$2.00/hr  
All other positions will be adjusted by 2 ½ %

2019-2020	Straight Time	Overtime
	Step 1	Step 1
High School Cook	\$ 23.94	\$ 35.92
Cook	\$ 23.94	\$ 35.92
Cafeteria Helper	\$ 19.52	\$ 29.27
Cafeteria Helper hired after 7/1/2008	\$ 15.77	\$ 23.66
Substitute Cafeteria	MINIMUM WAGE	
Driver	\$ 22.17	\$ 33.26

**APPENDIX B-2  
CAFETERIA SALARY SCHEDULE**

Appendix B-2  
Salary Schedule-Food Services

Effective July 1, 2020  
All positions adjusted by 2 ½ %

2020-2021	Straight Time	Overtime
	Step 1	Step 1
High School Cook	\$ 24.54	\$ 36.81
Cook	\$ 24.54	\$ 36.81
Cafeteria Helper	\$ 20.00	\$ 30.01
Cafeteria Helper hired after 7/1/2008	\$ 16.16	\$ 24.25
Substitute Cafeteria	MINIMUM WAGE	
Driver	\$ 22.73	\$ 34.09

## APPENDIX C: CLERICAL SALARY SCHEDULE

Appendix C  
Salary Schedule-Clerical Salary  
Effective July 1, 2018

All positions adjusted by 2 ½ %

2018-2019	Step 1	Step 2	Step3
Senior Clerk and Typist	\$ 23.13	\$ 23.56	\$ 24.17
Senior Account Clerk	\$ 24.13	\$ 24.56	\$ 25.17
Sr. Clerk & Stenographer	\$ 23.28	\$ 23.95	\$ 24.55
Sr. Clerk & Stenographer (HS)	\$ 24.28	\$ 24.95	\$ 25.55
Principal Account Clerk	\$ 25.70	\$ 26.35	\$ 26.96
Account Clerk	\$ 22.84	\$ 23.39	\$ 23.99

Effective July 1, 2019

All positions adjusted by 2 ½ %

2019-2020	Step 1	Step 2	Step3
Senior Clerk and Typist	\$ 23.71	\$ 24.15	\$ 24.77
Senior Account Clerk	\$ 24.71	\$ 25.15	\$ 25.77
Sr. Clerk & Stenographer	\$ 23.86	\$ 24.55	\$ 25.16
Sr. Clerk & Stenographer (HS)	\$ 24.89	\$ 25.57	\$ 26.19
Principal Account Clerk	\$ 26.34	\$ 27.01	\$ 27.63
Account Clerk	\$ 23.41	\$ 23.97	\$ 24.59

Effective July 1, 2020

All positions adjusted by 2 ½ %

2020-2021	Step 1	Step 2	Step3
Senior Clerk and Typist	\$ 24.30	\$ 24.75	\$ 25.39
Senior Account Clerk	\$ 25.30	\$ 25.75	\$ 26.39
Sr. Clerk & Stenographer	\$ 24.46	\$ 25.16	\$ 25.79
Sr. Clerk & Stenographer (HS)	\$ 25.51	\$ 26.21	\$ 26.84
Principal Account Clerk	\$ 27.00	\$ 27.68	\$ 28.32
Account Clerk	\$ 24.00	\$ 24.57	\$ 25.20

Deleted: 3

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**APPENDIX D  
BUS SALARY SCHEDULE**

Appendix D  
Salary Schedule-Bus Drivers/Monitors

Effective July 1, 2018

All positions adjusted by 2 ½ %

2018-2019	Straight Time	Overtime
	Step 1	Step 1
Bus Driver	\$ 19.53	\$ 29.30
Bus Monitor	\$ 14.17	\$ 21.26

Effective July 1, 2019

Bus Drivers rate increased to \$21.53/hr  
Bus Monitors adjusted by 2 ½ %

2019-2020	Straight Time	Overtime
	Step 1	Step 1
Bus Driver	\$ 21.53	\$ 32.30
Bus Monitor	\$ 14.52	\$ 21.79

Effective July 1, 2020

All positions adjusted by 2 ½ %

2020-2021	Straight Time	Overtime
	Step 1	Step 1
Bus Driver	\$ 22.07	\$ 33.10
Bus Monitor	\$ 14.89	\$ 22.33

## **APPENDIX E: CITY OF SALEM ABSENCE CONTROL POLICY**

### **POLICY STATEMENT**

Supervisors and Managers are responsible for regularly monitoring attendance within their departments and must take progressive steps to consistently control absenteeism within their departments.

### **GOAL**

Our goal will continue to ensure a productive work force by minimizing abuse of a generous sick leave benefit.

### **SCOPE**

This policy shall be in effect for all employees of the City of Salem.

### **SECTION 1.**

#### **SICK LEAVE PROCEDURES**

- A. A medical note from the employee's physician may be required whenever three (3) or more consecutive workdays, or portions thereof, are missed due to illness.
- B. A standard Return to Work form may be used or the employee may obtain a medical note, which shall include the following:
  - 1. The Doctor's signature, indicating that the employee is under his/her care, and the date of treatment.
  - 2. A statement as to whether or not the employee is able to work.
  - 3. If the employee is unable to work, the anticipated Return to Work date or date of follow-up medical examination.
  - 4. A statement of current diagnosis.
  - 5. A recommendation of any restrictions on activities and the length of time such restrictions should be maintained. In the event that restrictions are needed, the Department Head, at his or her discretion, may determine the employee eligible for a light-duty work assignment.
- C. In the event that an absence due to illness exceeds the physician's written anticipated Return to Work date, then a new medical note, which shall include all of the above-described components, shall be required.
- D. Should any of the required medical documentation, as specified above, be missing from a physician's note, the Department Head may require the employee to forward the same prior to approving sick leave payment.
- E. Compensation for sick leave shall be contingent upon the employee's compliance with all of the above described provisions.
- F. A Standard Return to Work form is required prior to an employee's Return to Work following a lengthy illness, surgery, etc.

## **SECTION 2 NOTIFICATION**

- A. Employees who must be absent or tardy for any reason should telephone their supervisor as early as possible to explain the reason for being absent or tardy, and to provide for adequate staffing. Except under emergency situations, it is not appropriate for any individual other than the employee to report an absence. Absences are reported to a supervisor only and may not be recognized if reported to an operator or fellow staff member.
- B. Planned absences/tardiness should be discussed as far ahead as possible of the anticipated date. For any sick call made more than ten (10) minutes after the start of the work shift, sick leave pay may be deducted on a pro-rated basis in quarter-hour increments until the time that the call is recorded.
- C. An employee who is absent without notifying the supervisor shall be subject to a written warning initially. On the second offense, he or she is subject to a three-day suspension. A third offense may result in termination. An employee who is absent three consecutive workdays without notifying the supervisor is subject to termination.

## **SECTION 3. EXCESSIVE USE/ABUSE OF SICK LEAVE**

- A. Excessive Absence could be defined as:
  - 1. When there are three (3) or more nonconsecutive sick days, or portion thereof, in any calendar month and one (1) or more of these absences are medically undocumented.
  - 2. When the Department Head discerns a pattern of routine absenteeism in any three (3), six (6), or twelve (12) month period. When an employee uses 50% or more of his/her annual sick leave accrual without appropriate medical documentation.
- B. In the event the Department Head questions whether an employee is utilizing excessive absences, then he/she shall advise the employee of this belief through a formal conference. Following this conference, if a determination of excessive absence is made, the employee may be placed on a probationary sick leave status, for a period of six (6) months. During said six (6) month period, the employee shall be required to provide medical documentation justifying every absence due to sickness taken during this period in order to be eligible for sick leave pay. In the event said employee fails to justify any absence during this period, such failure to so document the absence shall be just cause for disciplinary action. If upon the conclusion of the six-month probationary period, no further evidence of excessive absence is presented; the employee will be removed from probationary sick leave status.
- C. In the event the Department Head determines that an employee has abused sick leave privileges by feigning illness, or making a false statement relative to any injury or illness, sick leave pay shall be withheld for the period in question. In addition, the Department Head shall take appropriate disciplinary action by suspending the employee from duty. A subsequent offense of sick leave may result in the employee's termination of employment in compliance with the provisions of M.G.L. Chapter 31.
- D. The sick leave abuse clause described above shall apply in instances where an employee leaves work, claiming illness when given a particular work assignment. In such instance, the Department Head or his/her designee may require medical

documentation, as outlined in Section 1 B, prior to approving sick leave payment. The employee's failure to provide such documentation may be considered just cause for disciplinary action as described above.

## **APPENDIX F: CITY OF SALEM ALCOHOL AND DRUG POLICY**

The City of Salem has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the City of Salem has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use. Employees of the City of Salem are visible and active members of the communities where they live and work. They are inescapably identified with the City and expected to represent it in a responsible and creditable fashion. The vast majority of our employees reflect credit upon themselves and the City of Salem, which they represent.

While the City of Salem has no intention of intruding into the private lives of its employees, the City does expect employees to report for work in condition to perform their duties. The City recognizes that employee off the job as well as on-the-job involvement with drugs and alcohol can have an impact on the work place and on our ability to accomplish our goal of an alcohol and drug-free work environment.

The following is the City of Salem's policy:

- 1) Pursuant to the Drug-Free Workplace Act of 1988, it is the policy of the City of Salem to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol in the workplace. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on City Property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
- 2) Employees who are under the influence of alcohol, either on the job or when reporting to work, or who possess or consume alcohol during work hours, have the potential for interfering with their own as well as their co-workers' safe and efficient job performance. Consistent with existing City of Salem practices, such conditions will be proper cause for administrative action up to and including termination of employment.
- 3) Off-the-job illegal drug activity which could adversely effect an employee's job performance or which could jeopardize the safety of other employees, the public, or City property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment.
- 4) . Employees who are involved with off-the-job drug activity may be considered in violation of this policy. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the City and other factors relative to the impact of the employees' arrest upon the conduct of City business.
- 5) Some of the drugs which are illegal under federal, state, or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens, depressants and stimulants not prescribed for current personal treatment by an accredited physician.
- 6) In compliance with Federal Law, the City requires that as a condition of his or her employment under a federal grant or contract, an employee must notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. The City will take appropriate action as previously described.
- 7) Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any

prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

Any employee, while on City property or during that employee's work shift, including without limitation all breaks and meals periods, consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is sustained, disciplinary action, up to and including discharge, will be imposed.

This statement is to clarify the City of Salem's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have an impact on municipal operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism or other drug dependencies.

## **APPENDIX G: CITY OF SALEM EMPLOYEE ASSISTANCE POLICY**

Over ten million people in America's workforce suffer from personal problems, which adversely affect job performance and attendance. Many suffer from marital or family distress, financial trouble, nervous or emotional disorders, alcohol problems, poor physical health, drug abuse, legal problems, or other concerns. Historically, employers have ignored such problems. Sometimes supervisors and friends help an employee conceal poor performance because they fear the troubled employee will be disciplined. These actions hurt the employee, his or her family, fellow workers and the City.

The City of Salem recognizes that its employees are its most important resource. In order to help employees deal with their problems, we have established an Employee Assistance Program (EAP). The purpose of the EAP is to offer confidential assessment, counseling and referral services to employees and their family members whose problems have begun to interfere with their work performance.

The EAP services will be delivered by a qualified EAP provider who shall have on staff licensed psychiatrists, psychologists, social workers, vocational rehabilitation specialists and other mental health professionals who are qualified to provide an initial assessment, short-term counseling, referral and follow-up.

There are two ways an employee may gain access to the services of the EAP:

- 1) Self-referral, and
- 2) Supervisory referral.

### **SELF REFERRAL:**

Experience has shown that an EAP works best when employees and their families voluntarily seek assistance on a confidential basis. All employees and their families will be provided with the necessary material (name of EAP Representative, etc.) so they may have access to EAP Services 24 hours a day. Access may be gained by contacting the EAP Representative assigned by the EAP Provider. The Representative will meet with the employee at a convenient time and place. There will be no charge to the employee for the initial assessment. If the EAP Representative recommends further professional help, he/she will work with the employee to locate services that are totally or partially covered by health insurance.

### **SUPERVISORY REFERRAL:**

The supervisory referral method is also voluntary. That is, the supervisor is under no obligation to refer an employee to the EAP and the employee is under no obligation to go. The following is the policy in instances where a job performance or attendance problem has already developed.

- A) When an employee's performance or attendance is unsatisfactory, it will be called to the employee's attention by the supervisor and documented.
- B) The supervisor will not delve into personal problems or their causes.
- C) If it appears that the employee cannot or will not improve performance or attendance, he or she may be referred to the EAP Representative. During the initial contact, the EAP Representative will try to help the employee clarify your concerns and develop ways to address problem issues. If the difficulties are not resolved through counseling with the EAP, the Representative may refer the employee to other resources for further assistance.
- D) Employees must give their consent for any communication between the City and their therapist/caregiver. Only when an employee is considered at risk of harming themselves or others would this policy be overridden.

- E) Confidentiality of the referral of an employee into the EAP is paramount. Only the supervisor will know the reason for the referral; the supervisor's supervisor may simply be aware that a referral and/or involvement have been initiated. An informal memorandum of understanding may be used by the supervisor to clearly state and document to the employee the areas of work performance requiring improvement and encouraging a referral through the EAP process. This memorandum will not become part of the employee's Human Resources folder, nor will a referral and/or involvement in the EAP process reflect negatively on an employee's work record.
- F) It is solely up to the employee to accept the offer of assistance or not. If job performance or attendance problems improve to a satisfactory level, no further action will be taken.
- G) Referral to the EAP may not suspend normal disciplinary procedures. Whichever method is used, discussions with the EAP staff will be held in the strictest confidence.

Since an employee's preoccupation with the problems of a family member can also disrupt work performance or personal well being, the program is available for family members (spouse, child, parent, step-parent or child and in some cases a significant other). The City is confident that most performance problems can be successfully managed if identified and treated early. As such, the City is committed to providing the necessary management training, employee workshops and program promotion to ensure the success of the Employee Assistance Program.

June 13, 2019

Salem School Committee  
% Ms. M. Kate Carbone, Acting Superintendent  
Salem Public Schools  
29 Highland Ave.  
Salem, MA 01970

Dear School Committee Members,

We are writing to enlist your support of our request to rename the Salem High School main office area the Gail A. Kucker Welcome Center, in honor of a beloved colleague and friend.

Gail's sudden and untimely death has saddened the entire SHS learning community, as well as those throughout the Salem Public Schools and greater Salem who benefited from her special blend of kindness, generosity, and a gentle sense of humor. We are not making this request simply because we are grieving; rather, we make this request as a way of acknowledging and celebrating the extraordinary service that Gail selflessly gave to Salem High School throughout a remarkable career that spanned 33 years, twelve principals, hundreds of staff members, and legions of students, all of whom feel grateful and honored to have been befriended, loved and cared for by this very special person.

Gail's caring took many forms: supplying a student with a much-needed warm winter coat, boots, or sneakers; offering a warm and welcoming space, a friendly ear, an open heart, and snacks - always, snacks! - to students who are too often asked to endure hardships outside of school that no young person should know, remembering each of their unique challenges, and connecting them with agencies and resources that could offer assistance to them as well as to their families; celebrating the many births, graduations, and marriages of her staff member colleagues with unbridled joy, and grieving their losses with empathy and kindness; greeting each and every person who entered the main office with a cheerful "Good Morning!", "Hi Buddy!", or - favorites among the entire SHS learning community - those terms of endearment during morning or afternoon announcements that seemed to be weather-dependent - "How are all of my little snowflakes/raindrops/sunflowers today?"

Gail's innate ability to establish trusting relationships contributed meaningfully to establishing a solid foundation upon which our students could build academic success and achieve positive social and emotional growth. She possessed an uncanny ability to read people, somehow knowing just when to check in with the student who was feeling discouraged or the colleague who was grappling with a school-related or personal issue, and offer just the right word of commiseration, hope, or encouragement.

Even more amazing, she somehow managed to instill in our community this culture of caring in the midst of seemingly endless demands for assistance and support coming at her throughout each day from administrators, teachers, staff members, students and visitors. She tackled each task, whether great or small, with diligence, professionalism, and a can-do spirit, often working late into the evening to ensure that

preparations were complete for countless special events including orientations, opening nights, art shows, academic and athletic events and award nights and, of course, graduations, all of these milestones that are so important to our students during a critical time in their young lives.

With sincere gratitude to a valued colleague and friend who personified the very qualities we hope to instill in our students - kindness, generosity of spirit, diligence, and a keen understanding of the importance of a culture of caring as the bedrock of a successful learning community - we hope that you will support this request to establish the Gail A. Kucker Welcome Center at Salem High School.

Thank you very much for your consideration.

Sincerely,

The Salem High School Learning Community

## **MEMORANDUM OF AGREEMENT**

### **THE SCHOOL COMMITTEE OF SALEM PUBLIC SCHOOLS**

**AND**

### **SALEM STATE UNIVERSITY**

**THIS AGREEMENT** (the “Agreement”), is made and entered into this June 17, 2019 by and between The School Committee of Salem Public Schools (hereinafter “SPS”) and Salem State University (hereinafter “The University”). Collectively, SPS and the University are referred to herein as the “parties.”

**WHEREAS**, it is the desire to strengthen the relationship and renew the collaboration between SPS and the University’s School of Education (hereinafter “SOE”); and

**WHEREAS**, it is of critical importance and in the best interest of both parties to continue developing new ways to advance the educational opportunities for Salem’s schoolchildren and the University’s School of Education;

**WHEREAS**, the parties wish to ensure that SPS employs the most qualified candidate for the position of principal (“The Principal”) of the Horace Mann Laboratory School (hereinafter “HMLS”), and as such, the University assists in promulgating the employment of that individual, who will also serve as Director of the Laboratory School for the University; and

**WHEREAS**, the parties wish to provide both educational opportunities and incentives to University students and SPS teachers for their participation with the HMLS.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby enter the Agreement and hereby agree as follows:

#### **A. Principal and Director of the Horace Mann Laboratory School**

##### **1. Principal and Director of the Horace Mann Laboratory School Duties and Responsibilities**

- 1.1. The parties agree to communicate regularly regarding the above-subject and agree that subject to the daily supervisor and direction of the Superintendent, the appointed Principal shall successfully perform the following essential duties found in **EXHIBIT B**.
- 1.2. Further, in this role, the Principal will also serve as Director of the Horace Mann Laboratory School on behalf of the University. The role is to ensure that both parties are successfully collaborating on agreed upon criteria by the parties, including, but not limited to, such categories as professional development, curriculum alignment and research.

The functions of the Director of the Horace Mann Laboratory School can also be found in **EXHIBIT B**.

## **2. Required Certification**

- 2.1. Throughout the appointment, the Principal shall maintain the required certification as outlined in G.L. c. 71, §38G.
- 2.2. SPS may also require supplemental performance standards that are consistent with the principles of evaluation established by the Commonwealth of Massachusetts Department of Elementary and Secondary Education (*see* G.L. c. 71, §38).

## **3. Reporting Structure**

In accordance with the provisions of the Agreement, the following is agreed upon;

- 3.1. The Principal and Director of the Horace Mann Laboratory School will be a SPS employee.
- 3.2. The Principal will meet with the Dean of the School of Education, or his/her designee, on a monthly basis, or as requested, to discuss the appointment, the directorship and overall partnership between the parties.

## **4. Salary**

- 4.1. The Principal will receive a base salary which is consistent and comparable with other principals in the district with similar experience and qualification levels.
- 4.2. The University will pay SPS \$125,000 in total, to be invoiced in \$62,500 increments in September and February. Said monies will be applied to the payment of the Principal.
- 4.3. The Principal's salary shall be paid by SPS. Increases in the baseline salary beyond \$125,000 in future years will be borne by SPS.
- 4.4. The length of the work year for the Principal shall be twelve (12) months

## **5. Annual Performance Evaluation**

- 5.1. It is understood that the Superintendent is the primary evaluator in the Principal's evaluation.

## **B. Other**

- 1.1 The School of Education will pay a stipend to teachers currently employed at the HMLS who are engaged in supervising University fellows in the SOE; amount \$500.
- 1.2 SPS will reserve two classrooms in HMLS for use by SOE for undergraduate and graduate classes.
- 1.3 SPS will provide daily transportation to University students in field placements to travel between North Campus and HMLS, Salem High School and Collins Middle School.
- 1.4 SPS will include the University logo on signage at HMLS.

## **6. Amendments**

This agreement, or any part thereof, may be amended from time to time hereinafter only by writing executed by both the SPS and the University.

## **7. Effective Date and Duration**

This memorandum of agreement takes effect immediately and shall continue in effect until August 31, 2019.

**8. Renewal**

The parties may renew this contract annually by written agreement by March 1 of every calendar year for the upcoming academic year.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

**SALEM PUBLIC SCHOOLS, by its school committee**

**By:** \_\_\_\_\_  
Kimberly Driscoll  
Mayor and School Committee Chair

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Kate Carbone  
Acting Superintendent

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ Colby Brunt, Esq.

**SALEM STATE UNIVERSITY**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
John Keenan  
President, Salem State University

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Rita Colucci  
General Counsel

**Date:** \_\_\_\_\_

## **EXHIBIT B**

### **DUTIES AND RESPONSIBILITIES FOR ELEMENTARY/K-8 PRINCIPAL**

#### **Responsibilities, Major Duties and Expected Qualifications of Elementary/K-8 Principal in the Salem Public Schools:**

##### ***Instructional Leadership***

- Develop and implement a Whole School Improvement Plan that sets the direction for school improvement efforts.
- Responsible and accountable for ensuring all students leave their school ready for the demands of middle/high school.
- Maintain a school-wide technology plan that effectively implements significant technology resources to differentiate instruction and support academic enrichment for all students.
- Analyze student achievement results to identify areas in greatest need of improvement and to inform school improvement efforts.
- Ensure that the learning needs of all students--Special Education, English Language Learners, and Regular Education--are met.
- Effectively supervise the classroom co-teaching teams, content-based coaches, Interventionist and Learning Specialists.
- Supports and supervises the design of rigorous, standards-based instruction with measurable outcomes.
- Institute immediate targeted interventions and monitors their effectiveness
- Conduct daily classroom observations to analyze instruction, supervise staff, and provide feedback to ensure continuous improvement in teaching and learning.
- Engage in continuous learning and on-going professional development with other principal/headmaster colleagues.

##### ***Management and Operations***

- Recruit and retain a diverse staff.
- Align the use of people, money, and materials to the school's instructional priorities.
- Develops systems for optimal use of time by creating schedules/procedures that maximize instructional time and provide sufficient time meeting time for all teams. Deflects activities that prevent staff from focusing on student learning during team time.
- Ensure a safe and nurturing environment for students, staff, and families.
- Design and implement a professional development plan and/or strategy that addresses instructional improvement priorities defined by student achievement and the individual needs of staff members.
- Manage school, facilities, and operations.
- Complies with the state and federal laws, policies and collective bargaining agreements.

##### ***Family and Community Engagement***

- Strengthen teacher and staff capacity to cultivate and sustain meaningful partnerships with families of diverse backgrounds and with community members that support student achievement and student well being.
- Establish two-way communication tools with parents in their respective languages.
- Seek and develop strategic partnerships that will provide students with access to sports and extra-curricular activities and add value and help drive academic success.

### ***Professional Culture***

- Identify key levers that foster accelerated school improvement/turnaround.
- Demonstrate high expectations for all students and staff and a commitment to providing the support required to attain them.
- Demonstrate cultural competencies and antiracist leadership through behaviors and decision-making.
- Establish a collegial environment that honors and encourages staff's continuous learning.
- Manage conflicts and foster consensus building
- Foster teacher leadership through delegation, shared leadership and decision-making.

### ***Director of the Horace Mann Laboratory School***

- Convenes the Laboratory School's Steering Committee, which is charged with developing the yearly partnership activities between Horace Mann and the School of Education at Salem State University in accordance with the Horace Mann Laboratory School and Salem State University Partnership (HMLS – SSU Partnership).
- In collaboration with the School of Education Lead Faculty for School and Community Partnerships, administers and oversees the core activities of the HMLS – SSU Partnership: (1) Collaboration for Curriculum Enhancement; (2) Youth Development; (3) Educator Development; and (4) Management of the Physical Plant.
- Maintains membership in the School of Education by attending Unit Meetings and contributing to the direction of the School of Education.
- Providing professional development opportunities for enrollees of the School of Education.

### **Qualifications:**

- Terminal Degree Required
- Possession of a valid Massachusetts School Principal License
- Ability to provide an accessible strong presence and demonstrate leadership by example
- Three years teaching experience and three years of successful administration experience
- Demonstrated success in leading in a diverse environment
- Understanding of the Principal's role in establishing and maintaining a safe and disciplined school environment
- Demonstrated leadership qualities, interpersonal skills, and personal characteristics necessary for working effectively with students, teachers, administrators, and parents
- Demonstrated skills in creative problem solving
- Experience supervising and/or evaluating staff
- Demonstrated ability to manage a budget
- Experience working in complex, unionized environment

### **Preferred Qualifications:**

- Teaching experience in an urban public-school setting,
  - Bilingual, preferably in Spanish
-

## MEMORANDUM OF AGREEMENT

### THE SCHOOL COMMITTEE OF SALEM PUBLIC SCHOOLS

AND

### SALEM STATE UNIVERSITY

**THIS AGREEMENT** (the “Agreement”), is made and entered into this June 17, 2019 by and between The School Committee of Salem Public Schools (hereinafter “SPS”) and Salem State University (hereinafter “The University”). Collectively, SPS and the University are referred to herein as the “parties.”

**WHEREAS**, it is the desire to strengthen the relationship and renew the collaboration between SPS and the University’s School of Education (hereinafter “SOE”); and

**WHEREAS**, it is of critical importance and in the best interest of both parties to continue developing new ways to advance the educational opportunities for Salem’s schoolchildren and the University’s School of Education;

**WHEREAS**, the parties wish to ensure that SPS employs the most qualified candidate for the position of principal (“The Principal”) of the Horace Mann Laboratory School (hereinafter “HMLS”), and as such, the University assists in promulgating the employment of that individual, who will also serve as Director of the Laboratory School for the University; and

**WHEREAS**, the parties wish to provide both educational opportunities and incentives to University students and SPS teachers for their participation with the HMLS.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby enter the Agreement and hereby agree as follows:

#### **A. Principal and Director of the Horace Mann Laboratory School**

##### **1. Principal and Director of the Horace Mann Laboratory School Duties and Responsibilities**

- 1.1. The parties agree to communicate regularly regarding the above-subject and agree that subject to the daily supervisor and direction of the Superintendent, the appointed Principal shall successfully perform the following essential duties found in **EXHIBIT B**.
- 1.2. Further, in this role, the Principal will also serve as Director of the Horace Mann Laboratory School on behalf of the University. The role is to ensure that both parties are successfully collaborating on agreed upon criteria by the parties, including, but not limited to, such categories as professional development, curriculum alignment and research.

The functions of the Director of the Horace Mann Laboratory School can also be found in **EXHIBIT B**.

## **2. Required Certification**

- 2.1. Throughout the appointment, the Principal shall maintain the required certification as outlined in G.L. c. 71, §38G.
- 2.2. SPS may also require supplemental performance standards that are consistent with the principles of evaluation established by the Commonwealth of Massachusetts Department of Elementary and Secondary Education (*see* G.L. c. 71, §38).

## **3. Reporting Structure**

In accordance with the provisions of the Agreement, the following is agreed upon;

- 3.1. The Principal and Director of the Horace Mann Laboratory School will be a SPS employee.
- 3.2. The Principal will meet with the Dean of the School of Education, or his/her designee, on a monthly basis, or as requested, to discuss the appointment, the directorship and overall partnership between the parties.

## **4. Salary**

- 4.1. The Principal will receive a base salary which is consistent and comparable with other principals in the district with similar experience and qualification levels.
- 4.2. The University will pay SPS \$125,000 in total, to be invoiced in \$62,500 increments in September and February. Said monies will be applied to the payment of the Principal.
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**By:** \_\_\_\_\_  
Kimberly Driscoll  
Mayor and School Committee Chair

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Kate Carbone  
Acting Superintendent

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ Colby Brunt, Esq.

**SALEM STATE UNIVERSITY**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
John Keenan  
President, Salem State University

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
David Silva  
Provost and Academic Vice President,  
Academic Affairs

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Rita Colucci  
General Counsel

**Date:** \_\_\_\_\_

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- Manage school, facilities, and operations.
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- Demonstrated skills in creative problem solving
- Experience supervising and/or evaluating staff
- Demonstrated ability to manage a budget
- Experience working in complex, unionized environment

### **Preferred Qualifications:**

- Teaching experience in an urban public-school setting,
  - Bilingual, preferably in Spanish
-

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**Memo:**

To: Salem School Committee

From: Kristin Shaver

Date: June 17, 2019

Re: FY19 Budget Transfer Request 18

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The Pupil Personnel Services Department requests the following transfer to cover the increased cost of transportation for students who are homeless and students who are transported to out of district placements.

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
*District Wide Teaching	13640160-5125	\$25,751.26	
*Administrative Salaries	13641320-5117	23,071.97	
*District Wide Teaching	13641320-5125	7,147.45	
*Teaching	13641320-5140	80,315.27	
*Fringe/Stipends	13641320-5150	125.00	
*Paraprofessional	13641320-5163	10,335.58	
*Early Childhood Teaching	13641120-5103	79,632.26	
*Rental & Lease	13641321-5270	126,157.00	
Pupil Transportation	13570151-5333	83,163.00	
Contract Services	13701331-5320	43,739.40	
Tuition	13990161-5324	10,392.45	
Photocopy Machine Lease	13252030-5277	11,866.20	
Homeless Transportation	13640181-5334		\$224,772.36
Special Education Transportation	13640181-5332		276,114.49

I recommend approval of the transfer, totaling \$500,886.84



\*These expenses were covered by the revolving accounts for tuition collected for students who attend special education programs in the Salem Public Schools from other districts, and for fees collected for students who attend the ECC as peers.

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**Memo:**

To: Salem School Committee

From: Kristin Shaver

Date: June 17, 2019

Re: FY19 Budget Transfer Request 19

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The Pupil Personnel Services Department requests the following transfer to account for out of district tuition.

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Medical Contractual	13640161-5302	\$16,752.64	
Education Evaluation	13640161-5313	1,969.80	
Educational Training	13640161-5317	13,013.02	
Contracted Services	13640161-5320	55,021.69	
Office Supplies	13640161-5421	2,261.61	
Instructional Supplies	13640161-5514	11,862.11	
Computer Software	13640161-5519	4,411	
Other Expenses	13640161-5780	524.98	
Equipment	13640161-5860	343.88	
Vehicle Repair and Maintenance	13640181-5244	9,374.20	
Contracted Services	13641121-5320	563.00	
Printing & Binding	13641121-5381	375.00	
Office Supplies	13641121-5421	1,113.65	
Instructional Supplies	13641121-5514	34.62	
Equipment	13641121-5860	391.81	
Contracted Services	13641321-5320	326.75	
Office Supplies	13641321-5421	72.49	
Instructional Supplies	13641321-5514	1,982.59	
Other Expenses	13641321-5780	323.55	
Contracted Services	13701331-5320	57,671.65	
Tuition	13640161-5324		\$178,390.04

I recommend approval of the transfer.



**Memo:**

To: Salem School Committee

From: Kristin Shaver

Date: June 17, 2019

Re: FY19 Budget Transfer Request 20

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Salem High School requests the following transfer to account for support provided for virtual learning and to provide access for students to take the SAT, PSAT and AP exams.

<b>Account Description/Use</b>	<b>Account Number</b>	<b>Amount From</b>	<b>Amount To</b>
Stipends	13990160-5150	\$12,000	
Tutors	13571020-5114	15,000	
Contracted Services	13571021-5320		\$27,000

I recommend approval of the transfer.



## POLICY SUBCOMMITTEE MEETING 6/13/19

**THESE POLICIES HAVE BEEN REVIEWED, EDITED, AND REFERRED TO THE SCHOOL COMMITTEE FOR FIRST READING – SCHEDULED FOR 6/17/19**

- 4108 Staff Complaints and Grievances
- 5102 Enrollment – Salem Residents
- 5102.01 Enrollment of Non-Resident Students/School Choice
- 5102.04 Policy on Admission of Foreign Exchange Students
- [5103 Controlled Choice Student Assignment](#)
- 5103.01 Student Assignment – Vocational Technical Education Programs
- 5103.02 Student Assignment – Enrollment of Students from Other Schools
- 5104 Age Majority (recommended for deletion)
- 5105 Flags and the Pledge of Allegiance
- 5106 Evacuation (Fire Drills)
- [5107 School Day](#)
- [5108 School Year/School Calendar](#)
- [5112 Work Permits](#)
- 5113 Work Hours
- 5115 Dismissal at Parental Request
- 5223 Student Advisory Committee
- [5402 Tobacco Use Policy](#)
- [5413 School Property](#)
- [5501 Responsible Use Policy](#)

Jill Conrad 6/13/2019 11:21 AM

**Comment [1]:** Angelica, please note the six additional policies (from the list I had previously sent you) that were referred today during the Policy Subcommittee meeting. Thanks.

**PERSONNEL** **4000**

**ALL EMPLOYEES** **4100**

**STAFF COMPLAINTS AND GRIEVANCES** **4108**

The School Committee will encourage the administration to develop effective means of resolving differences that may arise among employees and between employees and administrators; reduce potential areas of dispute; and establish and maintain recognized channels of communication between the staff, administration, and School Committee.

It is the Committee's desire that procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns. Teachers and other school employees who are dissatisfied with a decision of a Principal or other administrator may seek review of the decision with the Superintendent. School employees who are dissatisfied with the decision of the Superintendent, may appeal a ruling of the Superintendent to the Committee, except in those areas where the law has specifically assigned authority to the Principal and/or the Superintendent and Committee action would be in conflict with law. The Committee shall not hear any complaint without the decision maker (Superintendent, Principal, or administrator) being present.

The process outlined above shall not apply to grievances subject to resolution through the grievance and arbitration clauses of the collective bargaining agreements between the Committee and the various unions. Such grievances shall be handled in accordance with the negotiated terms of the relevant agreement.

Contract Ref.: All Contract Agreements

Legal Reference: MGL 150E: [5 and 8](#)

[Reviewed and Referred by the Policy Subcommittee on 5/10/19](#)

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**Deleted:** It is expected that all individuals employed by the School Committee shall abide by the policies of said committee and/or procedures set forth by the administration. In the event of disagreement by any employee, the School Committee shall expect that individual to refrain from a demonstration of those views which might prove demeaning to the School Committee, the administration, and/or the professional image of the teaching profession. -

[1]

**STUDENTS AND INSTRUCTION 5000**

**ATTENDANCE 5100**

**ENROLLMENT – SALEM RESIDENTS 5102**

Any child who is of school age and resides in the City of Salem may attend the Salem Public Schools.

**RESIDENT CHILDREN**

1. Children must be 5 years old on or before August 31st of any given year, as verified by a birth certificate, to be eligible for Kindergarten that September. Children who are 6 years old on or before August 31st of any given year, as verified by a birth certificate, must enroll in grade one (1) that September. This enrollment policy does not apply to the trimester age requirements at the Carlton Elementary Innovation School, [so long as the Carlton Innovation Plan specifies this provision.](#)
2. Children who wish to enroll in the Salem Public Schools, and who have previously attended other approved schools, must present evidence (school records) of satisfactory completion of prior grade requirements, and must be recommended by the sending school for grade assignment. Health records, including proof of required vaccinations must be received prior to the student starting in the Salem Public Schools.
3. Adult students (those over 18 years of age) whose parents or guardians do not reside in Salem are eligible to attend Salem Public Schools if the student is a legal resident of the City of Salem.

A child is eligible to attend the Salem Public Schools if the child is living with a Salem resident by arrangement with the Executive Office of Health & Human Services or by court order, even if the child's parents or guardians are non-residents.

Parents, guardian, or students 18 years or over, may appeal an administrative decision concerning school attendance to the Superintendent of Schools. In the event the appellant is not satisfied with the Superintendent's decision, he or she may appeal the decision to the School Committee. The granting of such a hearing before the School Committee shall not constitute an admission by the School Committee that it has failed to furnish school accommodations. In any such hearing before the School Committee, it shall be the burden of the appellant to show that the School Committee has failed to furnish school accommodations.

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**Deleted:** Children who do not meet these age requirements will not be eligible.

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At the end of each school year, the Superintendent shall review each student older than 18 for approval or denial of attendance for the ensuing school year.

| Legal Reference: MGL [76A:1](#)

| [Reviewed and referred by the Policy Subcommittee 5/10/19](#)

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**STUDENTS AND INSTRUCTION** **5000**

**ATTENDANCE** **Annual Review** **5100**

**ENROLLMENT OF NON-RESIDENT STUDENTS/SCHOOL CHOICE** **5102.01**

Massachusetts General Laws Chapter 76, Section 12B, paragraph (d) states in part: "...that this obligation (school choice) to enroll non-resident students shall not apply to a school department for a school year in which its School Committee, prior to June first, after a public hearing, adopts a resolution withdrawing from said obligation for the school year beginning the following September..." Therefore, the Salem School Committee shall vote annually as to whether the District is accepting students under the school choice option.

When the parents or guardian of a student move from Salem and wish to have their children attend the Salem Public School in the forthcoming or ongoing school year, the students may stay in the school under the conditions indicated below with the permission of the principal in consultation with the superintendent:

A child may continue in attendance for the purpose of completing the school year, provided that the period of time since the relinquishment of residence and the end of the school year does not exceed three (3) calendar months. In situations of hardship, a family may appeal to the superintendent to waive this condition.

A student who has continuously attended Salem High School for the three (3) years prior to his or her senior year, may complete his or her senior year at Salem High School, regardless of the residence of his or her parents.

Legal References: MGL 71:6, 6A; 76.6, 12, and 12B

[Reviewed and referred by the Policy Subcommittee 5/10/19](#)

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**STUDENTS AND INSTRUCTION 5000**

**ATTENDANCE 5100**

**POLICY ON ADMISSION OF FOREIGN EXCHANGE STUDENTS 5102.04**

The Salem School Committee recognizes the value of enrolling students from other countries who wish to attend school in the United States as part of a foreign exchange experience. In support of such programs we have established the following requirements:

The SPS will annually accept, on a tuition-free basis, a limited number of students residing outside of the country into the Salem Public Schools. The number and grade level of students will be determined by the School Principal and the Superintendent. Students seeking to participate in this program shall:

- be sponsored by an officially recognized exchange program as determined by the Council on Standards of International Travel & Exchange Programs (CSIET [www.csiet.org](http://www.csiet.org)). The sponsoring agency will be responsible for the student’s welfare including medical care, insurance, living arrangements, transportation, etc. throughout the duration of his/her stay.
- have met US State Department visa and sponsoring organization’s program requirements
- reside with a host family living in Salem. (In the event that the student’s host family moves from Salem, the student will also be expected to enroll in their new school of residence.)
- have completed all registration forms and provided copies of pertinent medical and educational records to the school principal **thirty (30) days** prior to the start of the school year.
- provide the school with a copy of his/her exchange program application/packet, information on his/her background and an opportunity to be interviewed.
- have an understanding of and the ability to speak English.
- agree to comply with all school rules and expectations.
- be responsible for all of the customary costs comparable to those paid by students enrolled in the school.

In return, the Salem Public Schools through our staff will provide:

- the opportunity to participate, as a full-time student, in the appropriate grade level program of studies as offered to Salem residents
- the ability to participate in extra-curricular activities including the chance to try out for and participate in extracurricular sports as allowed by MIAA.
- guidance as to what credits earned may be transferred to the student’s school of origin. (If students enroll in SHS for their senior year, they may participate in the graduation activities but will not be eligible to receive a SHS diploma.)

Reviewed and referred by the Policy Subcommittee 5/10/19

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<b>STUDENTS AND INSTRUCTION</b>	<b>5000</b>
<u>ATTENDANCE</u>	<u>5100</u>
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**History and Rationale**

The Salem School Committee (the Committee) holds its core values of equity & access in high regard (see SC Policy #6101 for core values). The Committee further believes that when students are assigned to schools based solely on the geographic location of a student’s home address, the likelihood of creating schools with student bodies that are inequitable in terms of the socioeconomic status as well as other factors associated with diversity is increased. For this reason, since the 1980s, the Salem Public Schools has followed a voluntary desegregation plan known as a controlled choice student assignment policy.

**SPS Core Value of Equity and Access:**  
 SPS is committed to identifying and eliminating any and all barriers to educational achievement. To this end, we promote policies and practices that are fair and just, and make learning opportunities – in and out of school – fully accessible to all. We commit to ensure every student, regardless of background, meets our high standards for achievement, participation, and growth.

A controlled choice student assignment policy allows Salem families the opportunity to access all of the district’s schools and educational offerings regardless of where they live. A choice based system also helps to ensure that the diversity of our community is reflected in the student body attending all of the city’s schools. Other benefits of a controlled choice student assignment system include:

- Offers parents and families the opportunity to proactively identify their choice of schools, ranked in order of preference, that are best suited for their children
- Eliminates the need to continually redraw attendance boundaries due to changes in the housing patterns throughout the District

Jill Conrad 6/10/2019 2:30 PM  
**Comment [1]:** See proposed revision re Withdrawals on page 11 of this policy.

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- Offers parents and students an assurance that once students are enrolled in a school, they may remain in that school through the highest grade available
- Promotes academic excellence in all schools by allowing students of different backgrounds to learn with and from each other
- Promotes socio-economic (SES) and other forms of diversity in the schools.
- Allows the District to monitor and manage class size at each building
- Provides the District with the opportunity to monitor school choice trends to better understand the level of “demand” for each school as well as the opportunity to respond to those trends (e.g. intentionally expanding and replicating successful programs that are in high demand and/or addressing challenges in schools that have low demand)

Salem’s controlled choice student assignment policy is designed to create schools that are demographically and economically diverse and academically successful for all students who attend.

### **Goals of Salem’s Student Assignment Policy**

The goals of the Salem Controlled Choice Student Assignment Policy are to:

1. Increase the excellence of all schools so that there are great choices across all of Salem
2. Achieve a more equitable distribution of students across the district based on socioeconomic status and other educational risk factors
3. Maximize, to the extent possible, families’ opportunities to exercise their choice of school(s) that best fits their child(ren)
4. Keep siblings together (to the extent that this is the family’s choice)
5. Increase operational efficiency by making efficient use of our facilities and reducing transportation costs (including students’ time spent on buses)
6. Ensure that the entire process, from beginning to end, is clear, transparent, and easy to understand and follow
7. Ensure that the District (and schools) conduct proactive outreach to families, and especially to those groups who are underrepresented, thereby increasing opportunities for all to exercise informed choices
8. Continuously monitor the progress of implementing the policy, including fidelity to the policy, and continuing to explore new ways to improve upon the policy or consider new methods to achieve the overall goals

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**Policy Objective**

The objective of the Salem Controlled Choice Student Assignment Policy is to achieve an equitable balance of student enrollment, in terms of socioeconomic status, within each of Salem’s schools. To that end, each school’s enrollment shall reflect a deviation of no more than five (5) percentage points from the average socioeconomic composition of the district’s student enrollment, as measured by the MA Department of Elementary and Secondary Education’s most recently published Economically Disadvantaged indicator.

**District Procedures for Determining the Number and Type of Seats Available**

The following procedures shall be used to determine the number and types of seats available for family choice:

**1. Calculate enrollment projections and determine each school’s capacity to serve, by grade level.**

Each fall, the Superintendent shall be responsible for reviewing all available enrollment and other demographic data together with the District’s programming needs as well as each school’s enrollment capacity, to make an annual determination as to the number of students who can be assigned at each grade in each school. The annual determination will be based on the projected district-wide enrollment of each grade, the average class size at each grade, and the number of enrollment strands that can be accommodated in each school. This determination shall include any spaces earmarked for programmatic needs such as substantially separate special education, English Language Learners (ELL), including those who are newcomers, or other specialized programs designated by the Superintendent, within each school.

**2. Set annual enrollment targets for each individual school that move each school closer to the policy objective of within 5% of the district-wide average for students’ socioeconomic status (SES).**

In January of each year, the Superintendent shall set annual enrollment targets for each individual school. The goal of these annual, school-based enrollment targets is to increase the equitable distribution of students of different backgrounds across the district and to ensure that students who face multiple barriers to success in education are not concentrated within one or more schools.

The socioeconomic status (SES) of each student shall be determined by the degree to which the household income of each student meets the federal standards for low-income as published annually by the U.S. Secretary of Agriculture and/or the degree to which each student participates in specific state or federal programs that otherwise qualify them as low-income.

These annual enrollment targets shall include two categories for each school:

- a) **Low-Income (LI):** Percentage of seats available for students whose household income qualifies them as low-income, according to the above criteria;

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- b) **Non-Low Income (Non-LI):** Percentage of seats available for students whose household income does not qualify them as low-income, according to the above criteria.

The annual enrollment targets for each category shall be based on an analysis of each school’s current enrollment in terms of its socioeconomic status (SES) -- based on the percentage of Economically Disadvantaged (ED) students enrolled – relative to the district-wide average of ED students. The target set for each school should give higher priority to the category that needs to be increased within that school, in order to move closer to the district-wide average, and a lower priority to the category that needs to be decreased. By prioritizing the targets for each individual school in this way, over time, the school’s enrollment will be within five percentage points of the district average.

For example, to illustrate how this might work, if the district’s average enrollment is 50% low income and 50% non-low income and one school’s current enrollment is 75% non-low income and 25% low income, setting an enrollment target for this school of 75% low-income and 25% non-low income would prioritize the low-income category by allowing more of the available seats to be filled by students who fall into this category. This would mean that 75% of the available seats in the school would be assigned to incoming students who qualify as low-income and 25% of the available seats in the school would be assigned to incoming students who do not qualify as low-income.

Similarly, an enrollment target of 60% low-income and 40% non-low income would also weight enrollment in the direction of the district-wide goal of being within 5% of the district’s average, but this target would be more moderate, in terms of meeting the objective, than the first example.

The Superintendent shall be responsible for setting enrollment targets based on each school’s enrollment data relative to the district-wide average for the previous year. No school’s enrollment target shall be set in a way that moves the balance of enrollment away from the objective, further contributing to inequitable enrollment within a school.

The school’s enrollment targets shall apply to the assignment of students entering Kindergarten as well as to all those applying to enter all other grade levels, at all points throughout the year.

### ***3. Examine and consider additional diversity factors for the future.***

While the current policy considers each student’s socioeconomic status as the primary factor for achieving a more equitable distribution of students, the School Committee acknowledges the importance of other factors reflecting the diversity of our student body. Educational research recognizes that additional risk factors are associated with a student’s success in school. The Superintendent is hereby charged with tracking and monitoring additional diversity factors reflected in the student body and reporting annually to the School Committee on the degree to which each school enrolls students based on these factors. Diversity factors may include race/ethnicity, disability status, English language learner status, homelessness (as defined by the McKinney-Vento Act), foster care, parental level of education, and other factors identified by the Superintendent. Over time, the School Committee may consider updating this policy to include a “multi-factor” approach, as many other districts implementing controlled choice

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student assignment have, basing student assignment on multiple factors that are known to affect the educational outcomes of students, and seeking to achieve a balance of those factors across schools.

***4. Determine the availability of any in-district charter, innovation, and/or other schools that may require exclusion from this policy and require alternative approaches to student assignment.***

In-District Charter Schools: Salem Public Schools currently houses a K-5 Horace Mann Charter School known as the Bentley Academy Charter School (BACS) and procedures for enrolling in a charter school are governed by state law. In accordance with state law, the enrollment of students in the BACS shall be determined by a lottery process wherein all those who “opt-in” or otherwise apply by the established deadline, have an equal chance of selection by lottery. All interested families wishing to have their children attend BACS will be given the opportunity to opt in to the lottery no later than March 1<sup>st</sup> (for the first lottery) and any other deadlines established by BACS for subsequent lotteries. This option will be available on all of the district’s standard registration forms and tracked by the Parent Information Center (PIC) and shared with BACS prior to the lottery date. Opting into the lottery will not preclude students from being considered for their three school choices through the district.

Innovation Schools: Salem currently has two Innovation Schools (the Carlton Innovation School, a K-5 Innovation School and the New Liberty Innovation School, an alternative, competency-based high school serving Grades 9-12). At this time, enrollment to the NLIS shall follow the district’s student assignment policy. Enrollment to the Carlton Innovation School, however, includes a partial exception to the student assignment policy (which is its Kindergarten assignment process by trimester, based on the timing of a child’s 5<sup>th</sup> birthday). In this school, children who turn five (5) at different times throughout the year, have the opportunity to enter Kindergarten at the start of three different trimesters -- Fall, Winter, and Spring, based on the timing of the child’s 5<sup>th</sup> birthday (before September 1 for the Fall Trimester, before December 1 for the Winter Trimester, and before March 1 for the Spring Trimester). This trimester enrollment system gives students the opportunity to start kindergarten early and the flexibility to spend additional time or to be accelerated before moving onto 1<sup>st</sup> grade.

In the future, should a new Innovation School be developed in the district that may also seek exclusion from the student assignment policy, it shall be the responsibility of the Superintendent, together with the school’s leaders, to ensure that Salem families are made aware of the specific procedures to follow, such that all families have equal opportunity to access these options.

Salem Early Childhood Center (SECC): Although initial student registration for the Salem Early Childhood Center is managed by the district’s Parent Information Center, the assignment criteria outlined in this policy do not apply to the SECC.

High Schools: Although initial student registration procedures for Salem High School and the New Liberty Innovation School are managed by the district’s Parent Information Center, the assignment criteria outlined in this policy do not apply to these schools. The assignment criteria also do not apply to students who attend the Salem Prep High School.

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5. *Develop materials and outreach plans to ensure the community is aware of all of the district's enrollment options, the choices available to them, registration procedures and requirements, and deadlines that may apply to them.*

Ensuring that all members of the Salem community who have school-aged children are aware of the educational options and choices available to them and have a clear understanding of what they need to do (and by what dates) in order to access their choices is critical to any choice-based student assignment system. It shall be the responsibility of the Superintendent to ensure that an effective outreach and communication strategy that reaches all members of the community, including those whose home language is not English and other frequently underrepresented groups, is undertaken. Communication and outreach activities may involve creation of a district choices guide (translated into Spanish and Portuguese), information on the district's website, holding community forums in various neighborhood locations, organizing school open houses, holding a "school options" fair, etc.

### **Kindergarten Registration Timelines and Procedures**

The following procedures shall be used to assign students to the entering Kindergarten class for each year included in the term of this policy:

1. **Communication and Outreach:** In the fall and early winter of each year (November through January), the Superintendent shall execute a communication and outreach plan to ensure that all families with children who will turn five (5) years of age by September 1<sup>st</sup> of the upcoming school year are made aware of the Kindergarten schooling options available to them, upcoming opportunities to learn more about their choices (e.g., school expo, school open houses, information on the website, etc.), as well as the registration process and procedures.
2. **Kindergarten Information Night:** In January of each year, the Superintendent shall schedule at least one Kindergarten Information Night held in a central location, inviting all families known to have a child who will be eligible for Kindergarten in the fall. The purpose of this event is to inform families of the school options and choices available to them as well as the procedures, requirements, and deadlines for Kindergarten registration. The Kindergarten registration period shall begin on the first day after this event.
3. **School Tours and Open Houses:** The Superintendent shall direct all schools to make time available for families to visit, tour the school, and learn more about the choices available to them. Steps should be taken to ensure that these tours and open houses do not interfere with the instructional time of existing students.
4. **School Choice Selection Procedures:** All Salem parents/guardians are encouraged to review the information on school choices and procedures and shall be required to indicate on the application, in rank order, their top three (3) choices for each of their children eligible for Kindergarten. Ranking fewer than three schools will significantly increase the student's chances of remaining unassigned to a school following the initial school assignment results. The availability of seat

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assignments decreases significantly closer to the start of school, and all parents are encouraged to register their student during the designated registration period to take full advantage of the choice program.

In addition to ranking their top three schools, parents/guardians are encouraged to consider “opting in” to the Bentley Academy Charter School lottery as well as any other magnet or other district-wide “opt in” choice opportunities that may apply. Applicants interested in these options must check the “opt in” check box on their application submitted by March 1<sup>st</sup> in order to participate in the first lottery. In the event that such applicants wish to remain in the district student assignment process, identification of their top three (3) schools, not including BACS should be included in the application.

5. **Student Registration Procedures and Requirements:** In order to qualify for assignment to a school, all parents/guardians must complete and submit all required student registration forms and required documentation, including: a) Proof of birth date; b) Proof of address (to verify residency within the City of Salem); c) Proof of parent/guardian identification; and d) Most recent immunization and physical examination records (students may be registered and receive an assignment without immunization records. However, such records must be submitted prior to starting school).

In addition, the registration forms shall seek information about each child’s demographics, household income, home language, medical history, background, and information pertaining to educational risk factors associated with success in school.

6. **Kindergarten Registration Periods:** There shall be three Kindergarten registration periods between January and September, which is the start of Kindergarten in the following year. The first two registration periods shall be processed in “batches” that have an established window with a clear deadline. Applications received within each batch window are processed according to the selection criteria, regardless of the date that each application was received (so long as it was within each respective batch window).

Those applying after June 30<sup>th</sup> shall be processed using the same assignment criteria, but on a rolling basis, based on the date when each completed application is received. Families are encouraged to apply as early in the process as possible as the available space and choices become more limited later in the year.

- a. **Batch 1 (January through March 1):** All applications received between January (on the day following the Kindergarten Information Night) and March 1<sup>st</sup> shall be processed as Batch 1 applicants. Applicants interested in exercising a sibling preference must apply within Batch 1 and must submit their application **no later than February 20<sup>th</sup>**.
- b. **Batch 2 (March 2 through June 30):** All applications received between March 2nd and June 30<sup>th</sup> shall be processed as Batch 2 applicants.

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- c. **Rolling Enrollment Period (July 1 through start of school)**: All applications received after June 30<sup>th</sup> through the start of school in the following year, shall not be processed as a batch, but rather, on a rolling basis.

**Student Assignment Priorities and Criteria**

The following priorities, presented in order of priority to be considered, shall be used when assigning students to a school.

1. **Programmatic Placements**: Students who qualify for one of the district’s specialized programs (e.g., substantially separate special education program or other programs designated by the Superintendent) shall be assigned to schools according to their specific programmatic needs, regardless of other provisions of this policy. Students who no longer require a substantially separate special needs program shall be considered established students with priority status in their current school. They shall, thus, be mainstreamed in the school that houses their former specialized program unless their parents request a transfer under the assignment process.
2. **Sibling Preference**: Siblings of a student already enrolled in a school shall be given the opportunity to attend the same school, provided there is space available. For younger siblings who are entering Kindergarten in the following year, *the deadline to submit a complete registration packet and indicate a sibling preference for Kindergarten registration shall be February 20<sup>th</sup> of each year*. While every effort will be made to keep siblings of newly registering families together, when this be the family’s choice, Kindergarten applications received after the February 20<sup>th</sup> deadline will not have the benefit of the sibling preference priority status. Students assigned under the sibling preference priority shall also be counted within their respective socioeconomic status category as described below. Siblings of older children already attending the school shall have priority for assignments, provided there is a space available within their applicable socioeconomic status category.
3. **Choice of School**: Following the deadlines for each of the batches, applications received within each batch (e.g., Batch 1 and Batch 2) shall be sorted based on their first choice of schools. Applications will then be further sorted based on their student socioeconomic status categories as described below.
4. **Student Socioeconomic Status**: Within each batch and first choice of school, applicants shall be sorted into the following two categories:
  - a. **Low-Income (LI)**. Low-income families are those whose household income level qualifies them for free and/or reduced-price lunch using the income standards set annually by the US Department of Agriculture and/or the degree to which each student participates in specific state or federal programs that otherwise qualify them as low-income.

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b. **Non-low Income (Non-LI)**. Non-low income families are those whose household income level does not qualify them for free and/or reduced-price lunch using the income standards set annually by the US Department of Agriculture.

5. **Proximity to the School:** Within each of the socioeconomic categories (within each batch), applications shall then be sorted by their proximity to the school, with those who live closest to their first choice of school to be processed first, followed by those who live further away. Those whose first choice of school is within 1 mile (as determined by Google Maps, walking distance), shall be given priority within the category and assigned first.

**Student Assignment Procedures (Kindergarten)**

1. **School-Level Student Assignment Targets:** Once the sorting of applications is completed according to the criteria described above, students will be assigned to their first choice of school, based on the number of seats available within each of the categories. As described above, the availability of seats within each category shall be determined by the annual enrollment targets that are set for each individual school.
2. **Procedures When the Number of Applicants Exceed Space Available:** If the number of applicants within each category exceed the number of spaces available within the first choice of school, remaining applicants shall be added to the appropriate categories for their second choice school and placed on a waiting list for their first choice through September 30<sup>th</sup> of each year. If the number of applicants for a second choice school exceed the number of spaces available, remaining applicants shall be added to the appropriate subcategories for their third choice of school. If there is no space available within the appropriate subcategory for any of the three school choices, then the student shall be assigned to the closest school that has space availability within their respective subcategory.
3. **Processing Timelines:** Once the sorting of applications is completed according to the criteria described above, students will be assigned. Depending on the size of the applicant pool within each batch, this process may take several weeks to complete. Applications received within the Batch 1 period shall be assigned on or around May 1<sup>st</sup>. Applications received within the Batch 2 period shall be assigned on or around July 1<sup>st</sup>. Applications received after June 30<sup>th</sup> shall be processed as they arrive.

Applicants who “opt in” to the BACS or other lottery within the district by March 1<sup>st</sup> will be notified by the school whether or not they were selected and will have up to 18 days to confirm acceptance of the seat. Applicants who participate in the BACS lottery may remain within the district choice process as well.

4. **Notification and Confirmation of Assignment.** For Batch 1 and 2 applicants, families will generally be notified of their student’s assignment in writing. Parents/guardians are asked to return the confirmation form(s) to the Parent Information Center (PIC) within ten (10) calendar days so that any seats that are declined may be offered to others who have chosen that school. Applicants

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who apply during the rolling admission period may be notified of assignments and require confirmation over the phone within a shorter timeframe if the timing is close to the start of the school year.

5. **Waiting Lists.** Applicants who do not receive their first choice of school shall automatically be placed on a waiting list for that school within their respective socioeconomic and/or risk factor subcategory. The order of priority for Waiting Lists shall be those who did not receive their first choice within Batch 1 applications (sorted by order of proximity to the school), followed by those who did not receive their first choice within Batch 2 (sorted by order of proximity to the school). Should a space become available within the applicant’s respective socioeconomic and/or risk factor subcategory, applicants will be contacted by a representative from the PIC and offered the spot. Applicants shall have 24 hours to confirm acceptance of the spot. If the spot is declined, it will be offered to the next person on the waiting list and so on.

Waiting lists for Kindergarten Registration shall be maintained and processed between March 1<sup>st</sup> and September 30<sup>th</sup> of each year. Families interested in changing their school assignments after that date, must submit a transfer application through the in-district transfer process.

6. **Walk-in Registrations During the Summer and School Year.** Families with school-age children who move to Salem over the summer or during the school year are considered “walk-in” registrations and shall be processed on a rolling basis, following the same procedures described above. Assignments shall be made according to the above criteria, to the extent possible. Should there be no seats available within the applicant’s subcategory for any of their three choices of schools, they will be assigned to the closest school with space available in their category. Should there be no space available within their category at any school in the district, students will be assigned to the school closest to their home that has available space. The Superintendent shall be responsible for keeping a log of each instance where this occurs, reporting this annually to the School Committee, and using this information to inform enrollment targets for the future.

**Student Assignment Procedures for Incoming Students in Grades 1 through 12**

The school choice, registration, and student assignment procedures, including the establishment of school enrollment targets described above shall also apply to applicants for Grades 1 through Grade 12. The processing timelines and deadlines for “batch” applications do not apply.

It shall be assumed that, unless otherwise requested by a parent/guardian or Superintendent, all students enrolled in an existing school may continue within that school until they reach the highest grade level offered within that school. For students who have completed 5<sup>th</sup> grade in one of the district’s K-5 elementary schools, it shall be assumed that they will matriculate to 6<sup>th</sup> grade at the Collins Middle School unless otherwise notified by the family. Parents/guardians of fifth (5<sup>th</sup>) graders (who did not attend an existing K-8 school) who wish to apply for 6<sup>th</sup> grade at one of the district’s other schools containing a 6<sup>th</sup> grade, must submit a transfer application to the Parent Information Center (PIC) no later than June 30<sup>th</sup>. Applicants for entry into 6<sup>th</sup> grade at one of the district’s K-8 schools shall be processed according to the above guidelines and criteria.

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**In-District Transfers**

Families seeking to transfer from one school to another must submit a transfer request application through the Parent Information Center (PIC). Transfer requests for the future school year shall be accepted at any time. Transfer requests pertaining to a current school year must be received prior to September 30<sup>th</sup> of that school year. Only the Superintendent can authorize a transfer for the existing school year after September 30<sup>th</sup>. When a student seeks an in-district transfer from one school to another, the guidelines of this policy regarding space availability within each school’s enrollment targets shall be applied.

**Withdrawals**

If a student is withdrawn from the school for any reason and later returns to the district, the student shall be considered under the same guidelines as a newly entering student (spaces within their former school shall not be held). [The only exception shall be for an enrolled student whose parent or guardian relocates due to an active military member deployment and later returns to Salem. To be eligible to return to the school, the family must submit a written request to the Superintendent within the school year prior to the families return. Upon receipt of this request, the Superintendent shall determine whether or not the request to return to the student’s previous school can be accommodated based on the availability of seats.](#)

If a student is absent from a school for 12 consecutive scheduled school days without acceptable medical or other documentation (constituting an unexcused absence), it shall be the policy to withdraw the student from the school for non-attendance. Should this occur, the student may not be eligible to return to the school he or she previously attended. Absence without acceptable documentation constitutes voluntary withdrawal from the district and the student may be considered under the same guidelines as a student newly entering the district.

**Duration of this Policy and Review Period**

This policy shall remain in effect for a period of three years, according to the following schedule:

<b>Year</b>	<b>Assignment Period</b>	<b>School Year Begins</b>
Year 1 (SY 2018-19)	January through August 2018	September 2018
Year 2 (SY 2019-20)	January through August 2019	September 2019
Year 3 (SY 2020-21)	January through August 2020	September 2020

The Superintendent shall monitor the annual implementation of this policy and maintain data that can be used to evaluate its effectiveness in achieving the above goals and objective.

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In addition, over the course of the next three years, the Superintendent shall be responsible for continuing to research ways to improve upon this policy, for the future, including exploring the possibility of utilizing student assignment software programs and seeking additional input from members of the community.

Over the next three years, the Superintendent will work together with the School Committee to coordinate a series of community engagement forums that enable members of the community to discuss the benefits and challenges associated with the student assignment policy, provide feedback, and share their views about the future of student assignment in the district.

In December 2020 (in time for the January through August 2021 Assignment Period), the School Committee shall consider the feedback provided to either renew or revise this policy or determine a new policy to govern the assignment of students for the 2021-22 school year.

#### **Allocation of Resources to Support the Successful Implementation of Controlled Choice**

The Committee recognizes that in order to have an effective process for assigning students using a controlled choice policy, adequate resources and support are needed to ensure its success, including resources supporting the communication and outreach to parents. The Superintendent shall be responsible for identifying and requesting the resources needed to implement this policy including the coordination and management of student assignment for the district, communication and outreach to families, and other necessary supports to ensure the successful implementation of this policy.

[Reviewed and referred by the Policy Subcommittee 6/13/19](#)

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<b>  STUDENT ASSIGNMENT - VOCATIONAL TECHNICAL EDUCATION PROGRAMS</b>	<b>5103.01</b>

| The School Committee establishes the following requirements and conditions regarding the admission of students to vocational-technical programs offered by the Salem Public Schools.

1. Enrollment in Salem High School’s vocational-technical programs shall be limited by the following factors: (a) what is required for effective learning conditions to obtain in each program; (b) what is required for the learning environment to be safe for students and instructors; and (c) the Massachusetts Department of Elementary & Secondary Education’s Chapter 74 requirements for maximum class size and other pertinent matters within the purview of the Department and the Massachusetts Board of Education.
2. A student who has participated in vocational-technical exploratory programs will be admitted to a specific regular vocational-technical multi-year program based on (a) a formal evaluation of that student’s performance, including her/his demonstrated motivation and effort, made by the teacher of the exploratory program (e.g., automobile technology, culinary arts, etc.) to which the student is seeking regular admittance, and (b) the availability of space consistent with the restrictions set forth in Paragraph 1, above.
3. Consistent with standard practices at Salem High School for quarterly reporting of student performance, mid-quarter and quarterly formal evaluations of each student’s performance in a given exploratory subject course shall be completed by the student’s exploratory subject teacher. Consistent with federal and Massachusetts student records and privacy statutes and regulations, these evaluations shall be made available in a timely manner to each student and to that student’s parent or guardian.
4. A decision not to admit a student to a vocational-technical program may be appealed to the Principal of Salem High School. Any such appeal shall be made in writing, and shall be submitted to the Principal not later than seven (7) school days after the student receives notice that she/he has not been admitted to the program to which she/he was seeking admittance. The Principal shall make a determination on the student’s admittance to the specific program whenever an appeal is duly submitted. The Principal’s determination in the matter shall be final.
5. Chapter 74 Vocational programs at Salem High School shall be offered, on a space available basis, to students residing in communities which do not have Vocational programs and/or to whom programs are closed.

The sending communities of such students shall be charged tuition at a rate established by the Department of Elementary and Secondary Education.

Acceptance or rejection of such applications shall made by the Principal of Salem High School.

Victoria Caldwell 4/3/2019 4:07 PM  
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Consistent with the requirements and limitations described in pertinent federal and Massachusetts law, no Salem High School student shall be excluded from enrollment in a vocational-technical course or program on the basis of that student's handicap or disability, or on the basis of her/his English language proficiency.

Legal References: [MGL 74:13, 14; 71:34D, 34E; 603 CMR 4.00, 23.07; USC 20:1232g; 34 CFR Pt. 99;](#)

Reviewed and referred by the Policy Subcommittee 5/10/19

Victoria Caldwell 4/3/2019 4:13 PM  
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Victoria Caldwell 4/3/2019 4:14 PM  
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Jill Conrad 6/10/2019 12:08 PM  
**Deleted:** Approved: March 9, 2009 .  
Jill Conrad 6/10/2019 12:08 PM  
**Deleted:** First Reading of Revision: September 8, 2015 . [... \[2\]](#)

**STUDENTS AND INSTRUCTION** **5000**

**ATTENDANCE** **5100**

**STUDENT ASSIGNMENT – ENROLLMENT OF STUDENTS FROM OTHER SCHOOLS** **5103.02**

The Salem School Committee recognizes that a student residing in Salem may wish to enroll in the Salem Public Schools through transfer from another school. To maintain enrollment stability, encourage promotion based on academic standards, and discourage social promotion, the Superintendent of Schools shall ensure that the principal of the school in which said student seeks enrollment, or the principal's designee, consults with the student's sending school regarding academic placement and eligibility for graduation; and that, on the basis of such consultation, as well as other pertinent information available, when the student enrolls she/he enters at the grade level and, where applicable, with the accumulated earned credits toward graduation that the Salem Public Schools determines is appropriate. The time of the school year when the student seeks to enroll shall be a factor in determining the student's grade level, program of study to be completed, and, where applicable, calculation of credits that have been earned toward graduation. The Salem Public Schools may determine that a student seeking enrollment after the mid-point of the academic year may not be eligible for promotion or graduation in that academic year.

[Reviewed and referred by the Policy Subcommittee 5/10/19 – this policy is recommended for deletion](#)

Jill Conrad 6/10/2019 12:47 PM  
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**STUDENTS AND INSTRUCTION** **5000**

ATTENDANCE 5100

AGE MAJORITY 5104

Any student reaching the age of 18 may apply for age majority status. Age majority, in effect, allows the student to be recognized by the school as an adult so that they may be accorded the privileges of an adult. As an adult, the student may sign attendance records, including dismissal notes, request records, and other similar types of activities. Majority status is a privilege, not a right.

For pertinent information, refer to the student handbook.

Legal status: Students reaching the age of 18 are afforded the right to vote by Federal Statute

[Reviewed and referred by the Policy Subcommittee on 5/10/19 – recommend deletion of this policy](#)

**STUDENTS AND INSTRUCTION 5000**

**ATTENDANCE 5100**

**FLAGS AND THE PLEDGE OF ALLEGIANCE 5105**

Flags shall be displayed outside of each school building, in each assembly hall or other room in each school where the opening exercises on each school day are held, and in each classroom. Daily, in each classroom, the class will salute the flag and recite the Pledge of Allegiance. No teacher or student shall be forced to salute the flag or recite the pledge. Individuals who choose not to participate shall remain silent and shall not pose a distraction during the pledge.

Legal Reference: MGL 71:69

[Reviewed and referred by the Policy Subcommittee on 5/10/19](#)

Jill Conrad 6/10/2019 11:37 AM  
**Deleted:** First Reading of Revision:  
September 8, 2015 .

**STUDENTS AND INSTRUCTION 5000**

**ATTENDANCE 5100**

**EVACUATION (FIRE DRILLS) 5106**

Principals shall be responsible for the training and instructing of their pupils in fire safety by means of fire drills so that they may be able to evacuate the building quickly without confusion. Such drills shall be held in each school as required by the Code of Massachusetts Regulations and at other times as directed by the superintendent, and following the recommendations and regulations of Salem Fire Department. A minimum of 4 fire drills will be held each year and students new to a school will be advised of fire evacuation procedures within 3 days after entering school.

[Reviewed and referred by Policy Subcommittee 5/10/19,](#)

Jill Conrad 6/10/2019 1:51 PM  
**Deleted: Reviewed by Policy Subcommittee: February 2015**

**STUDENTS AND INSTRUCTION**

**5000**

**ATTENDANCE**

**5100**

**SCHOOL DAY**

**5107**

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The hours during which the schools will be open and classes held will be determined by the superintendent in keeping with the Education Reform Act of 1993 and the “Time and Learning Regulations” contained therein.

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| Refer to the [district website or](#) appropriate student handbook for starting and ending times.

Legal Reference: 603 CMR 27.00

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| [Reviewed and referred by the Policy Subcommittee 6/13/19](#)

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February 2016

**STUDENTS AND INSTRUCTION 5000**

**ATTENDANCE 5100**

**SCHOOL YEAR/SCHOOL CALENDAR 5108**

The public school calendar for the ensuing year will be prepared by the superintendent and submitted to the School Committee for approval before the end of the current school year. [Such calendar\(s\) shall be prepared for each school in the district.](#) The number of days or instructional hours scheduled for the school year will be determined in accordance with the [regulations set forth by the Massachusetts Board of Education as well as all relevant collective bargaining agreements.](#)

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For the information of staff, students, and parents, the calendar will set forth the days schools will be in session, as well as holidays and vacation periods and the dates and times of professional development sessions during which there will be no class.

Final approved calendars shall be made available on the district website.

[Legal Reference: 603 CMR 27.00](#)  
[Collective Bargaining Agreements](#)

[Reviewed and referred by the Policy Subcommittee 6/13/19](#)

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**Deleted:** See the school handbook for the starting/ending times. Approved: 1/09/06 .

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**STUDENTS AND INSTRUCTION**

**5000**

**ATTENDANCE**

**5100**

**WORK PERMITS**

**5112**

Work permits are provided through [Salem High School \(for those students enrolled at the high school\)](#) or the business manager's office [\(for all other students\)](#). Students between the ages of 14 and 16 must have a job or a written show of evidence of a job offer before they may be issued a work permit.

[Reviewed and referred by the Policy Subcommittee on 6/13/19](#)

**STUDENTS AND INSTRUCTION** **5000**

**ATTENDANCE** **5100**

**WORK HOURS** **5113**

The Salem School Committee recommends that while students are enrolled in school, they work no more than 20 hours per week except during school vacations.

[Reviewed and referred by the Policy Subcommittee on 5/10/19](#)

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<b>STUDENTS AND INSTRUCTION</b>	<b>5000</b>
<b><u>ATTENDANCE</u></b>	<b>5100</b>
<b>DISMISSAL AT PARENTAL REQUEST</b>	<b>5115</b>

A student may only be dismissed from a Salem public elementary school to a parent, guardian, or representative previously designated in writing appearing personally at the school.

At the middle school and high school levels, students may be dismissed at the discretion of the principal, providing that a written, dated request, signed by a parent or guardian, is presented in advance.

The principal or his/her designee may verify requests for dismissal by telephone if the parent or guardian in person does not present the written request.

Approval of requests must be by the Principal or his/her designee.

[Reviewed and referred by the Policy Subcommittee 5/10/19](#)

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**STUDENTS AND INSTRUCTION**

5000

INSTRUCTIONAL PROGRAM

5200

STUDENT ADVISORY COMMITTEE

5223

The School Committee shall meet at least once every other month, beginning in October, during the school year with a Student Advisory Committee (SAC) to consist of at least 7 members composed of 5 students elected by the student body of Salem High School, 1 student elected by the student body of New Liberty Innovation School, and 1 student elected by the Salem Prep High School student body. The leadership of the schools shall make every effort to recruit students who are representatives of the diversity of each school to seek election to this body. The leadership of the school shall also provide a report on the results of the SAC elections, including the process for selecting representatives o the School Committee by June 30 of each year.

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The Student Advisory Committee (SAC) shall elect a chairperson to facilitate its own meetings and to represent the committee as an ex-officio member of the Salem Public Schools School Committee. The Student Advisory Committee chair will participate in regular School Committee meetings as a non-voting member. S/he will not have the right to attend Executive Sessions of the School Committee.

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The SAC Chair shall provide the School Committee with a report on the SAC activities in December and in June.

Legal Reference: MGL 71:38M

Reviewed and referred by the Policy Subcommittee on 5/10/19

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**STUDENTS AND INSTRUCTION**

**5000**

**STUDENT CONDUCT**

**5400**

**TOBACCO USE POLICY**

**5402**

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The School Committee does not tolerate use, service, possession or consumption of tobacco. Smoking, chewing, vaping or other use of tobacco products (including e-cigarettes and any other tobacco-like substance prohibited by the school) by staff, students, and members of the public shall be banned from all District buildings. All forms of tobacco use shall be prohibited on all District property. In addition, tobacco use by students is banned at all school-sponsored functions, whether the function takes place on or away from school property. Students and/or their guests who violate this policy shall be subject to consequences outlined in the student handbook and in accordance with state and federal law.

LEGAL REF: M.G.L [71:37H](#)

CROSS REF.: [ADC](#), Smoking on School Premises

GBED, Tobacco Use on School Property by Staff Members

[Reviewed and referred by the Policy Subcommittee 5/10/19](#)

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**STUDENTS AND INSTRUCTION** **5000**

**STUDENT CONDUCT** **5400**

**SCHOOL PROPERTY** **5413**

All books and other materials or equipment issued to students are the property of the Salem School Department. The students must pay for lost or damaged books or other school property. Failure to provide restitution for damaged or lost school property before graduation may result in the student's actual diploma being withheld at the graduation ceremony, not to be officially delivered until full restitution is made.

Accidental damage of school property should be reported immediately. Willful damage will be treated as a major infraction, and the student and parent/guardian will be held financially responsible. Disciplinary action may also be administered.

Students, who willfully or by neglect, destroy, deface or damage school property in any way, shall be severely disciplined. Any disciplinary action shall include a notice to parents, and or police, and a full reimbursement of school funds used to repair damage to said property. Refer to Vandalism, Policy #5414.

Student lockers, desks and other equipment or furniture are also the property of the school. An administrator may inspect the contents of any locker without notice.

Nothing stated within will supersede a student's right under PL 94-192, Section 504 of the Rehabilitative Act or other student civil rights regulations.

Approved: August 20, 2018

| [Reviewed and referred by the Policy Subcommittee 6/13/19](#)

**STUDENTS AND INSTRUCTION** **5000**

**INTERNET ACCESS NETWORK** **5500**

**RESPONSIBLE USE POLICY** **5501**

**SALEM PUBLIC SCHOOLS' ELECTRONIC TECHNOLOGY and MEDIA**

The Salem School Committee recognizes the importance of technology and electronic media to contemporary education, and holds that their use is essential to the day-to-day administrative operations of schools. The Committee sees these media as tools to foster learning and as an integral part of the functioning of contemporary society. The Committee further recognizes, however, that the power of this technology brings with it certain responsibilities and risks for those who use it.

The Committee therefore establishes that any use of the Salem Public Schools' technology and electronic media be permitted only after the prospective user, whether the user is a student or an employee, has read and signed a Responsible Use Agreement for the use of the District's technology and electronic media. Any person signing a Salem Public Schools Responsible Use Agreement shall ensure that the uses to which that individual puts the district's electronic technology, including Internet access in school facilities, shall be consistent with the mission of the Salem Public Schools.

The Superintendent of Schools shall see to the drafting of a Responsible Use Agreements appropriate to the age and role of the technology and electronic media user. The School Committee shall review and approve the Responsible Use Agreements that are utilized in the Salem Public Schools.

All materials produced and communications recorded in any fashion using Salem Public Schools technology are covered by the Massachusetts Public Records Law (MGL c. 4 § 7, c. 66 § 10), and may be subject to production pursuant to the provisions of the Public Records Law.

References

MGL c. 4 § 7, c. 66 § 10

Policy 5805 , Cell Phones and Electronic Devices

Policy 5401.01, Anti-Bullying and Cyber-Bullying

Policy 5413, School Property

The Superintendent's Responsible Use Agreement

Approved: August 20, 2018

[Reviewed and referred by the Policy Subcommittee 6/13/19](#)

<b>SCHOOL COMMITTEE</b>	<b>6000</b>
<u>SCHOOL COMMITTEE ADVISORY COMMITTEES</u>	6500
NAMING OF SCHOOLS	6504

It is the sole responsibility of the Salem School Committee to name public school buildings and parts of buildings. When buildings are renovated or newly constructed, the School Committee may form an ad hoc committee, appointed by the mayor, for the purpose of recommending names. The naming committee may include a representative from the School Committee, the building principal, faculty member(s), parent(s) and community member(s).

Guidelines for naming a school building after a person include the following:

The person must have made a significant contribution to Salem and/or public education;

The person for whom the building may be named shall have been deceased for 10 years so that their contribution to the community will have stood the test of time.

Parts of buildings such as a gymnasium, library, field house, cafeteria or auditorium, etc. may be named for any individual who has made a substantial and significant contribution (financially or otherwise) to Salem and/or public education.

No building or part of a building will be named without three readings of the suggested name, at three separate school committee meetings.

Reviewed: October 2016