Ms. Mary A. Manning Mr. James M. Fleming Dr. Kristin Pangallo



# 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"

February 18, 2021

#### **REGULAR SCHOOL COMMITTEE MEETING ON FEBRUARY 22, 2021**

Notice is hereby given that the Salem School Committee will hold a Regular School Committee meeting on Monday, February 22, 2021 at 7:00 p.m. This is an on-line Zoom meeting.

**Zoom Link:** Please click the link below to join the webinar:

https://zoom.us/j/91478226227?pwd=b2tXeTZlKysyZFdxa3pWY00zOFRxUT09

**Passcode: 685279** 

#### I. Call of Meeting to Order

a. Summary of Public Participation Policy (SC Policy #6409).

Read aloud: The Salem School Committee would like to hear from the public on issues that affect the school district and are within the scope of the Committee's responsibilities. Spanish interpretation is available for anyone who needs it.

#### b. Request for Spanish Interpretation.

Should any member of the public need Spanish interpretation in order to participate in the meeting, please click on the below link (no later than 12:00 pm on the day of the meeting to request Spanish interpretation): <a href="https://forms.gle/4uhsZWaKv1kiL2CG9">https://forms.gle/4uhsZWaKv1kiL2CG9</a>.

#### c. Instructions for Participating in Public Comment

Should any member of the Salem community wish to participate in public comment during this meeting, please click on the below link to sign up and submit your comment electronically: <a href="https://forms.gle/Y2U6vs2Bg2Fu6KsH8">https://forms.gle/Y2U6vs2Bg2Fu6KsH8</a>. A district staff member will be compiling all comments which will be shared with members prior to the end of the public meeting. Comments will also be summarized in the meeting minutes. Please contact Nancy Weiss at <a href="mailto:nweiss@salemk12.org">nweiss@salemk12.org</a> or 617-285-7567 with any questions or to report any technical difficulties you experience.

#### II. Approval of Agenda

#### III. Approval of Consent Agenda

- a. Minutes of the Regular School Committee meeting on February 1, 2021
- b. Approval of Warrants: 2/4/2021 in the amount of \$476,606.26, 2/11/2021 in the amount of \$360,620.13, and 2/18/2021 in the amount of \$145,595.04.

#### IV. Public Comment

Please see above for instructions on participating in public comment.

#### V. Report from the Student Representative – Duncan Mayer

# SALEM PUBLIC SCHOOLS REGULAR SCHOOL COMMITTEE MEETING FEBRUARY 22, 2021

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#### VI. Superintendent's Report

- a. Student Spotlights 5th Grade Social Studies Curriculum Summary
- b. Presentation on Current Events and Civics Education in SPS
- c. Draft of Superintendent's Entry Findings, Strategic Priorities, and District Goals
- d. Recommendation of Priority Re-enrollment of Students Withdrawn Due to the Pandemic
- e. Student COVID Testing Update
- f. Recommendation to Redefine the Business Manager Role and Hire Mary DeLai as Assistant Superintendent for Finance and Employment Engagement
- VII. Action Items: Old Business
- VIII. Action Items: New Business
- IX. Finance Report
  - a. Budget Transfers

#### X. Subcommittee Reports

- a. Policy Subcommittee
  - Policies for First Reading
     2111 Annual State-of-the-Schools Report
     3105 Budget Transfer Authority
  - ii. Policies for Second Reading5411 Student Dress
  - iii. Policies for Third Reading

3504.01 Emergency Plans

5109 Emergency Closings

5222 Parental Notification of Courses Involving Human Sexuality

5401 Hazing

5713 Emergency Medical and Safety Plans

#### XI. School Committee Concerns and Resolutions

#### XII. Adjournment

Respectfully submitted by,

Nancy A. Weiss

Executive Assistant to the School Committee

& the Superintendent

<sup>&</sup>quot;Persons requiring auxiliary aids and services for effective communication such as sign language interpreter, an assistive listening device, or print material in digital format or a reasonable modification in programs, services, policies, or activities, may contact the City of Salem ADA Coordinator at (978) 619-5630 as soon as possible and not less than 2 business days before the meeting, program, or event."

Sra. Mary A. Manning Sr. James M. Fleming Dra. Kristin Pangallo



# Sra. Ana Nuncio Sr. Manny Cruz Sra. Amanda Campbell

# Alcaldesa Kimberley Driscoll, Preside

"Conozca sus Derechos según la Ley de Reuniones Abiertas, M.G.L. c.30A § 18-25 y Secciones de Ordenanzas de la Ciudad 2-2028 hasta 2-2033"

Febrero 18, 2021

#### REUNION ORDINARIA DEL COMITE ESCOLAR EN FEBRERO 22, 2021

Por la presente notificamos que el Comité Escolar de Salem realizará una Reunión Ordinaria del Comité Escolar el lunes 22 de febrero, 2021 a las 7:00 p.m. Esta será una reunión en línea vía Zoom.

Enlace en Zoom: Por favor presione el siguiente enlace para unirse a nuestra reunión en línea: <a href="https://zoom.us/j/91478226227?pwd=b2tXeTZlKysyZFdxa3pWY00zOFRxUT09">https://zoom.us/j/91478226227?pwd=b2tXeTZlKysyZFdxa3pWY00zOFRxUT09</a>

Contraseña: 685279

#### I. Llamado de la Reunión al Orden

a. **Resumen de la Política de Participación Pública (SC Política #6409).**<u>Leer en Voz Alta</u>: El Comité Escolar de Salem desea escuchar al público sobre asuntos que afectan al distrito escolar y están dentro del alcance de las responsabilidades del Comité. La interpretación en español está disponible para cualquier persona que la necesite.

#### b. Solicitud de Traducción al Español.

Si algún miembro del público necesita interpretación en español para poder participar en la reunión, por favor presione el enlace a continuación (a más tardar a las 9 am del día de la reunión para solicitar interpretación en español): <a href="https://forms.gle/4uhsZWaKv1kiL2CG9">https://forms.gle/4uhsZWaKv1kiL2CG9</a>.

#### c. Instrucciones para Participar en Comentario Público

Si algún miembro de la comunidad de Salem desea participar en un comentario público durante esta reunión, por favor presione el enlace a continuación para inscribirse y someter su comentario electrónicamente: <a href="https://forms.gle/Y2U6vs2Bg2Fu6KsH8">https://forms.gle/Y2U6vs2Bg2Fu6KsH8</a>. Un miembro del personal del distrito recopilará todos los comentarios que se compartirán con los miembros antes del final de la reunión pública. Los comentarios también se resumirán en el acta de la reunión. Por favor contactar a Nancy Weiss en <a href="mweiss@salemk12.org">mweiss@salemk12.org</a> o en el 617-285-7567 si tiene preguntas o para reportar cualquier dificultad técnica que experimente.

#### II. Aprobación de Agenda

#### III. Aprobación de Consentimiento de Agenda

- 1. Minutas de la Reunión Ordinaria del Comité Escolar de Febrero 1ro, 2021
- 2. Aprobación de Garantías: 2/4/2021 por la cantidad de \$476,606.26, 2/11/2021 por la cantidad de \$360,620.13, 2/18/2021 por la cantidad de \$145,595.04.

#### IV. Comentario Público

Por favor ver las instrucciones previas para participar en los comentarios públicos.

#### V. Reporte del Representante Estudiantil – Duncan Mayer

# Sra. Mary A. Manning Sr. James M. Fleming Dra. Kristin Pangallo



# Sra. Ana Nuncio Sr. Manny Cruz Sra. Amanda Campbell

# Alcaldesa Kimberley Driscoll, Preside

#### VI. Reporte del Superintendente

- a. Focos de Estudiantes Resumen del Plan de Estudios de Estudios Sociales 5to Grado
- b. Presentación sobre Eventos Actuales y Educación Cívica en SPS
- Borrador de las Conclusiones de Ingreso del Superintendente, Prioridades Estratégicas y Metas del Distrito
- d. Recomendación de Reinscripción Prioritaria de Estudiantes Retirados Debido a la Pandemia
- e. Actualización sobre Pruebas Estudiantiles de COVID
- f. Redefinir el rol de Gerente de Negocios y contratar a Mary DeLai como Asistente del Superintendente para Acciones Financieras y Laborales
- VII. Elementos de Acción: Asuntos Viejos
- VIII. Elementos de Acción: Asuntos Nuevos
- IX. Reporte Financiero

ii.

Transferencias Presupuestarias

#### X. Reportes de Subcomités

- a. Subcomité de Políticas
  - i. Políticas para Primera Lectura
     2111 Reporte Anual del Estado de Escuelas
     3105 Autoridad de Transferencias Presupuestarias

Políticas para Segunda Lectura 5411 Vestimentas de Estudiantes

iii. Políticas para Tercera Lectura

3504.01 Planes de Emergencia

5109 Cierres de Emergencia

5222 Notificación a los Padres sobre Clases que Involucren Sexualidad Humana

5401 Novatadas

5713 Planes de Emergencia Médica y Seguridad

#### XI. Preocupaciones y Resoluciones del Comité Escolar

#### XII. Aplazamiento

Respetuosamente sometido por,

Nancy A. Weiss

Asistente Ejecutiva para el Comité Escolar & el Superintendente

<sup>&</sup>quot;Las personas que requieran ayudas y servicios auxiliares para una comunicación eficaz, tales como un intérprete de lenguaje de señas, un dispositivo de ayuda auditiva o material impreso en formato digital o una modificación razonable en programas, servicios, políticas o actividades, pueden comunicarse con el Coordinador de ADA de la ciudad de Salem al (978) 619-5630 lo antes posible y no menos de 2 días hábiles antes de la reunión, programa o evento."

# Salem Public Schools Salem School Committee Meeting Minutes February 1, 2021

On February 1, 2021 the Salem School Committee held its regular School Committee meeting at 7:00 PM using the Zoom platform.

**Members Present**: Mayor Kimberley Driscoll, Ms. Mary Manning, Ms. Amanda

Campbell, Dr. Kristin Pangallo, Mr. Manny Cruz, and Ms. Ana

Nuncio

Members Absent: Mr. James Fleming

Others in Attendance: Superintendent Stephen Zrike, Assistant Superintendent Kate

Carbone, Ms. Mary DeLai, Ms. Chelsea Banks, Ms. Liz

Polay-Wettengel, Ms. Deb Connerty, Mr. Duncan Mayer, Ms. Deborah Jeffers, Ms. Anne Hillman, and Mr. Gavin Softic

#### **Call of Meeting to Order**

Mayor Driscoll called the meeting to order at 7:14 p.m. Mayor Driscoll read the new Public Participation Policy 6409 and also explained the request for Spanish interpretation for participation.

Mayor Driscoll asked for a moment of silence for Muriel Santos, who worked as a paraprofessional with the Salem Public Schools for over 40 years.

#### Approval of Agenda

Mayor Driscoll requested a motion to approve the Regular Agenda. Mr. Cruz motioned and Ms. Nuncio seconded. The Mayor called a roll call vote.

Ms. Manning Yes
Ms. Cruz Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Ms. Campbell Yes
Mayor Driscoll Yes
Motion carries 6-0

#### **Approval of Consent Agenda**

Mayor Driscoll requested a motion to approve the Consent Agenda. Dr. Pangallo motioned and Ms. Manning seconded. The Mayor called a roll call vote.

Ms. Manning Yes
Ms. Cruz Yes
Dr. Pangallo Yes

Ms. Nuncio Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0

#### **Public Comment**

The School Committee Secretary announced that there were 2 public comment requests.

Don Seiffert, 10 Daniels Street asked for his comment to be read. Mr. Seiffert submitted a letter to the School Committee together with Laura Justice, Liz Chaves and Luis Matho. Their letter asked for the School Committee to re-open all the schools and consider in-person learning for all the students in Salem Public Schools.

Geoff Millar, 29 Boardman Street asked if he could comment in person. Mr. Millar also asked for the School Committee to re-open all the schools and consider in-person learning for all the students in Salem Public Schools.

#### **Report from the Student Representative**

Duncan Mayer announced to the Committee that the high school will be going back to in-person for anyone who chooses to do so on Thursday. He also gave an update regarding the Student Advisory Council that has been working on providing input in the mental health discussion taking place tonight. He also explained that this is currently the biggest struggle facing students. In addition, Mr. Mayer announced that he will be meeting with Dr. Zrike, Dr. Meier and members of the Student Advisory Council regarding upcoming events at the high school. He also mentioned that they are in the process of resending out the reassessment surveys.

#### Report of the Superintendent

a. Salem Public Schools efforts to support mental health and social emotional well being Dr. Zrike introduced Assistant Kate Carbone who explained how a majority of the students have been having a very difficult time due to the social isolation, missing the routines of school and missing the interaction between peers and teachers. She said that because of the situation, they have been trying some new and innovative ways to help the students. She also added that they have been working hard to seek out resources for students and have also applied for grants, which they have just received \$85,000, to help support students' behavioral mental health and wellness, mostly at the high school level. She announced the district has also been recently accepted into an academy that is being hosted by the Dept. of Education which is a 3 year social emotional mental health academy and several principals and team members will be participating. Ms. Carbone introduced Ellen Wingard, Director of Student & Family Support, Tim Potts, Supervisor of School Adjustment Counselors and Psychologists, and Scott Tombleson, Assistant Principal for Student Supports, Salem High School. Ms. Wingard began the presentation with explaining the stress and anxiety the pandemic has brought to the students. She added that fortunately, the district already had an existing commitment and systems in place to offer support. She also spoke about the professional mental health staff that is in

place, the SEL Curriculum and school-based wellness teams that are all working to provide support. Ms. Wingard also explained the family point person tracker that families were assigned. These staff members would check in on the families during the pandemic, how they were doing and if they needed any food or services. During this time, they discovered that the largest challenge reported was remote learning. Ms. Wingard also explained the City Connect Program and how it helped the students. Ms. Wingard next introduced Mr. Tombleson who explained the Salem High School Redesign. He also spoke about how in 2019 the BARR model (which stands for Building Assets and Reducing Risks) was adopted. The BARR model is in place in 117 schools in over 18 states and has positively impacted 100,000 students. This includes embracing 8 strategies of the BARR model. Some of these strategies include focus on the whole student, PD for teachers, support staff and administrators, create cohorts and conduct risk-review meetings. Mr. Tombleson introduced Mr. Potts who explained how several support systems have been put in place and the importance now of strengthening them. Several members of the Committee asked questions.

- b. PIC 2020-2021 District Enrollment Report
  Dr. Zrike shared the PIC 2020-2021 District Enrollment Report. He explained that this was for informational purposes only.
  - c. Recognition of Staff Participation in Interpreter and Translator in Education Training Workshop with UMass

Dr. Zrike announced that 4 staff members participated in the interpreter and translator in education training workshop: Sayonara Reyes, Vanessa Fagundes, Alma Pimental and Hadee Benoit. This workshop consisted of a total of 25 training hours and during this time, they learned more about the standards and procedures of interpreting and translation in the school setting. Each participant received a certificate of completion and shared with the Committee some feedback of what they enjoyed of the program.

#### d. Update on Student Testing

Dr. Zrike introduced Chelsea Banks who gave a brief overview of the student testing that is being planned for the district. Ms. Banks explained that the state is launching expanded testing for schools utilizing state-wide contracts. We are currently waiting to be matched with a vendor. Ms. Banks said that the district proposes to continue with the current saliva-based PCR pool test for staff and expand the testing to all k-12. Ms. Banks explained the process of the testing program and provided the tentative plan with pilot testing to begin with middle school students at Collins and Saltonstall the week of 2/8 and with a full launch to happen the week students return from February vacation.

e. Request from New Liberty Innovation School for a School Committee member to be part of Innovation Renewal Planning

Dr. Zrike introduced Jen Winsor, Principal of New Liberty Innovation School. Ms. Winsor explained that they are beginning the innovation renewal planning process, which will be presented to the Committee in May. She is requesting a member of the School Committee to sit on the planning committee.

#### **Old Business**

None to report.

#### **New Business**

a. Acceptance of donation from Frontier Technologies, Inc. to the Bentley School Mayor Driscoll requested a motion to accept the donation in the amount of \$5,675 from Frontier Technologies to the Bentley School for the purchase of student and staff headphones, document cameras, and a color printer. Mr. Cruz motioned and Ms. Nuncio seconded. The Mayor called a roll call vote.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0

#### **Finance Report**

a. Budget Transfers

Ms. DeLai also requested the following Budget Transfer.

FY21 Budget Transfer Request 13 - Transfer from Substitute Teachers to Computer Software to pay for additional administrative software licensing expenses in the amount of \$10,727.

Mayor Driscoll requested a motion to approve FY21-13 Budget Transfer. Dr. Pangallo made the motion and Ms. Manning seconded. A roll call vote was taken.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0

#### **Subcommittee Reports**

a. Policy Subcommittee

There were three policies that were tabled at the last School Committee meeting. A motion was made by Ms. Nuncio to remove the tabled policies, Policy 5222 Parental Notification of Courses Involving Human Sexuality and 5401 Hazing. Ms. Manning seconded. A roll call vote was taken.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes

Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0

i. Policies for Second Reading 3504.01 Emergency Plans

5109 Emergency Closings

5222 Parental Notification of Courses Involving Human Sexuality

5401 Hazing

5713 Emergency Medical and Safety Plans

Ms. Nuncio made a motion for second reading of the above mentioned policies and Ms. Campbell seconded. A roll call vote was taken.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0

ii. Policies for Third Reading5102.02 Children of Full-time Staff Members5224 Animals in School5405 Drug Abuse

Ms. Nuncio made a motion for third reading of the above mentioned policies. Ms. Manning seconded. A roll call vote was taken.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes
Motion carries 6-0

#### **School Committee Concerns and Resolutions**

Ms. Nuncio requested follow up at the next meeting regarding if Civic Education is covered in the new Program of Studies.

#### Adjournment

Mayor Driscoll requested a motion to adjourn. Ms. Manning motioned and Dr. Pangallo seconded. A roll call vote was taken.

Ms. Manning Yes
Dr. Pangallo Yes
Ms. Nuncio Yes
Mr. Cruz Yes
Ms. Campbell Yes
Mayor Driscoll Yes

Motion carries 6-0. Meeting adjourned at 9:17 p.m.

Respectfully submitted by,

Nancy A. Weiss

Executive Assistant to the School Committee & Superintendent

# Assistant Superintendent for Finance and Employee Engagement Salem Public Schools

**Reports to**: Superintendent of Schools

**Supervises and evaluates**: Director of Operations, Director of School Nutrition Services, Director of Human Resources, Assistant Business Manager, Grants Manager, Payroll Manager, and all business office and personnel office support staff

#### **Summary**

Under the direct supervision of the Superintendent of Schools, the Assistant Superintendent for Finance and Employee Engagement ("Assistant Superintendent") is responsible for all financial, operational, and human resources administration functions of the Salem Public Schools. The Assistant Superintendent shall provide leadership in the areas of budget development, financial forecasting and planning, accounting, building maintenance and custodial oversight, transportation services, nutrition services, human resources administration, and information management and reporting. The Assistant Superintendent is responsible for establishing and maintaining effective and efficient practices in all financial and administrative divisions of the organization. The Assistant Superintendent shall assist the Superintendent in the evaluation of all operational department heads and business office personnel and build the necessary support systems to promote effective financial and operational management within each school. The Assistant Superintendent may be called upon to serve as Superintendent in his or her absence from the district.

#### District Leadership:

- Serve as a member of the district's executive team and district leadership team, provide support to strategic planning efforts, and ensure that district resources are allocated in alignment with district and school strategic and improvement plan objectives.
- Ensure the alignment of budget and resource allocation priorities with district instructional priorities.
- Work collaboratively with executive and leadership team members to develop and advocate for the instructional and non-instructional priorities of the district.
- Provide effective and dynamic leadership in school finance and operations on behalf of the school community and community-at-large.
- Responsible for the overall direction and leadership of the district's operations to support the overall mission and vision of the district.
- Establish and maintain operational practices and procedures in all areas for which he/she has oversight and responsibility.
- Serve as a resource to the Superintendent and the School Committee to construct recommendations for budget-related issues and long-range financial forecasting.
- Assume responsibility for the implementation and observance of all School Committee policies and district procedures regarding finance, operations, and personnel.
- Serve as the school department's liaison to relevant City financial, operational, and human resource departments.

- Provide for staff development programs for administrators and support personnel in the areas of finance, budget preparation, building maintenance, transportation, food service, information management systems, and personnel administration.
- Provide support to Principals and other administrators as they carry out their budget, finance, operation, and personnel functions.
- Attend regular and special meetings of the School Committee.
- Participate in MASBO and other professional development.
- Perform other job-related duties as determined by the Superintendent of Schools.

#### Financial Operations:

- In collaboration with the Superintendent, Executive and Leadership Teams, develop a comprehensive annual budget document that displays proposed expenditures in a way that is understandable and easy to read, consistent with the district's strategic plan and state and federal mandates.
- Communicate and make accessible the district's strategic financial plan to city officials and members of the community at large.
- Maintain data systems and perform analyses as needed for projecting needs such as enrollment, historical financial data, and as required for special projections, negotiations with bargaining unities, and meetings.
- Supervise and control the expenditure of budget appropriations and the collections of revenues in accordance with the School Committee's goals and objectives.
- Report regularly to the Superintendent and School Committee on matters relating to budget.
- Prepare, record, and provide financial information for the district's annual and special audits.
- Identify potential cost-saving measures within the financial and operational aspects of the district.
- Identify, pursue, and implement revenue generating options such as competitive and non-competitive grants, or fee-based services.
- Provide support to the Superintendent and School Committee in collective bargaining.
- Oversee all federal and state grant expenditures.
- Oversee preparation of the end of the year report.
- Prepare, record, and provide financial information for the District's annual and special audits.
- Prepare comparative district and state financial data to foster effective data-driven policy and program decisions, including financial projection based on various state and federal level funding proposals.
- Plan, coordinate, and facilitate the development of financial procedures that will assure a high degree of fiscal responsibility among principals and directors.
- Project state aid and adjustments in state funding based on an in-depth understanding of the state's funding formula, relevant state laws and regulations, and proposed legislation.
- Supervise, manage, train and evaluate all members of the business office, and assist in the supervision, management, training and evaluation of clerical staff involved in financial matters throughout the district.

#### **Purchasing and Procurement:**

- Administer purchasing and procurement of all materials and services in the district and ensure compliance with MGL Chapter 30B (Procurement Law) and auditing
- Supervise the approval all purchase orders, in terms of internal accounting controls and propriety.
- Review all bids and RFPs related to school district activities, supplies and construction projects prior to submission for City Purchasing department for processing.
- Review and make recommendations on all contracts entered into by the school district.
- Supervise the review and approve all payroll and accounts payable expenditures prior to signing by the School Committee.

#### Capital Improvements and Buildings & Grounds:

- Assist the City of Salem, School Committee and the Superintendent in long-range planning for the effective utilization of buildings and of building space.
- Facilitate communication among City and School officials by effectively working with the city departments in long-range planning.
- Supervise the development of and communicate and advocate for the school department's annual submission for the capital improvement plan.
- Oversee custodial, maintenance and capital improvement of the schools and program facilities.
- Work with the Director of Buildings and Grounds to assess utility costs and pursue energy conservation efforts. Ensure compliance with all health and safety regulations in all areas of operations.
- Acts as Central Office liaison to all school building construction projects, including MSBA and locally-funding projects; provides leadership for the development of statements of interest, feasibility studies, and other MSBA process requirements; and works with MSBA on approved building projects.
- Conduct regular inspections of the schools.
- Supervise and evaluate the Director of Buildings and Grounds and ensure effective management of maintenance and custodial staff.

### Transportation, Food Service and other Operational Functions:

- Oversee delivery of transportation services, including routing, scheduling, contracts, and the collection of transportation fees when applicable.
- Supervise, manage, train and evaluate the Transportation Manager.
- Oversee the management of nutrition services.
- Supervise, manage, train and evaluate the Director of School Nutrition Services, and ensure effective management of food service staff.
- Provide leadership for District Safety Committee, including coordinating school and district security and emergency management planning with Information Technology, Buildings & Grounds, the Police Department, and the Fire Department, and other relevant City and School departments.

#### Employee Engagement, Personnel and Payroll Administration:

- Provide direction and leadership in all areas of Employee Engagement, Personnel and Payroll Administration.
- Provide leadership and guidance to district and school leaders in employee relations, collective bargaining, recruiting, and hiring, and employee assistance and support.
- Partner with schools and district leaders to foster a culture of inclusiveness and achieve district diversity, equity, and inclusion goals and objectives.
- Ensure alignment and coordination between district and city Personnel and Payroll functions to manage position control, personnel costs, and appropriate allocations.
- Ensure payroll records are up to date and that payroll changes are processed in a timely and accurate manner.
- Develop systems to improve the efficacy and efficiency of payroll and personnel information processes.
- Supervise, manage, train, and evaluate the Director of Employee Engagement, as well as the Payroll Manager, Payroll Assistant, and Benefits Coordinator.

#### **Qualifications:**

- Massachusetts licensure as a Superintendent/Assistant Superintendent and School Business Administrator.
- Working knowledge of the MUNIS financial, payroll, and human resources system preferred
- Master level proficiency in Microsoft Excel and ability to perform robust financial analyses
- Master's degree in business administration, accounting, school administration and/or an appropriate academic discipline preferred; Bachelor's degree required.
- Thorough knowledge of public school finance, including knowledge of and state law governing the financing of public schools, and a broad working knowledge of state funding for public education, accounting, municipal business practices, budget development and financial forecasting.
- A minimum of seven years' experience as a School Business Manager, Finance Director, or similar position.
- Effective interpersonal and leadership skills; experience facilitating communication between divergent groups and in group decision-making.
- Effective administrative and management skills.
- Excellent speaking and writing skills.
- Thorough knowledge of effective utilization of technology, and information management tools.
- Commitment to strategies that enhance diversity, inclusion and equity among staff.
- Able and willing to work in a remote learning environment.

#### **Equal Opportunity Employer**

Salem Public School District is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship

status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

#### CONTRACT OF EMPLOYMENT

#### **BETWEEN**

#### MARY C. DELAI

# AND THE SALEM PUBLIC SCHOOL DISTRICT FOR THE POSITION OF

#### ASSISTANT SUPERINTENDENT FOR FINANCE AND EMPLOYEE ENGAGEMENT

THIS AGREEMENT is made by and between the Salem Public Schools and MARY C. **DELAI** of **Newburyport**, **Massachusetts**. In consideration of the promises and undertakings herein contained, the parties hereto mutually agree as follows:

#### **Section 1. Employment**

The Superintendent of Schools and the Salem Public Schools' School Committee agree to employ Mary C. DeLai as **Assistant Superintendent for Finance and Employee Engagement** of the public schools for the City of Salem, and she accepts employment on the terms and conditions articulated below.

#### Section 2. Appointment and Term

The District, acting through its School Committee, does hereby employ Mary C. DeLai to serve as

Assistant Superintendent for Finance and Employee Engagement for a term commencing on
March 1, 2021 and terminating on June 30, 2024.

If the Superintendent does not notify the **Assistant Superintendent for Finance and Employee Engagement** at least 6 months prior to the stated expiration date that he/she does not intend to renew this agreement, it shall be renewed for a one-year period. Said notice of the Superintendent's intent not to renew the contract upon expiration hereunder must be given by certified mail, return receipt requested to the **Assistant Superintendent for Finance and Employee Engagement** at her address of record.

#### **Section 3. Duties and Responsibilities**

The Assistant Superintendent for Finance and Employee Engagement, subject to the supervision and direction of the Superintendent, shall perform faithfully to the best of her ability, the duties of Assistant Superintendent for Finance and Employee Engagement.

The duties and responsibilities of said position shall include but not be limited to those duties and responsibilities as prescribed by Massachusetts General Laws, Chapter 71, as amended by chapter 71 of the Acts of 1993. In addition, said duties and responsibilities shall include those

that the Superintendent may, from time to time, assign to the Assistant Superintendent for Finance and Employee Engagement. During the term of this agreement, the Assistant Superintendent for Finance and Employee Engagement shall devote her full time, skill, labor and employment to the position, excepting that, with the prior agreement and written approval of the School Committee, the Assistant Superintendent for Finance and Employee Engagement may undertake other employment which in the sole discretion of the Committee is consistent with, and will not derogate from, the role of Assistant Superintendent for Finance and Employee Engagement.

#### **Section 4. Salary**

A. The Assistant Superintendent for Finance and Employee Engagement shall receive a salary of - \$167,500 upon execution of this agreement, prorated based on the days remaining in the current fiscal year.

Effective July 1, 2021 to and through June 30, 2024 the base salary shall increase by at least two and one-half percent (2.5%) annually based on an overall evaluation of proficient or exemplary. Should the contract be extended by additional years, the base salary shall be increased by at least two and one-half percent (2.5%) annually in each of those two years as well.

- B. The **Assistant Superintendent for Finance and Employee Engagement** shall meet with the Superintendent not later than June 15th to review her compensation for each subsequent year of this agreement.
- C. During the life of this agreement the **Assistant Superintendent for Finance and Employee Engagement's** annual salary shall not be decreased from what it was in the preceding contract year.

#### **Section 5. Certification**

The Assistant Superintendent for Finance and Employee Engagement shall furnish and maintain throughout this agreement, a valid certificate qualifying her to act as Assistant Superintendent for Finance and Employee Engagement, as required by Massachusetts General Laws, Chapter 71, Section 38G, as most recently amended

#### **Section 6. Evaluation**

The Superintendent shall annually evaluate the performance of the **Assistant Superintendent for Finance and Employee Engagement.** The evaluation procedure shall be consistent with 603 CMR 35.00 et seq. All such discussions will be conducted with due regard for the worth of constructive feedback as a tool for professional growth and improvement with deep respect for the continuing need for mutual trust and understanding between the Superintendent and Assistant Superintendent.

#### Section 7. Work Year

The work year for this position will be twelve months, commencing July 1st through June 30th, exclusive of Saturdays, Sundays, and legal holidays, when schools are closed.

#### **Section 8. Other Activities**

The Assistant Superintendent for Finance and Employee Engagement may accept speaking, writing, lecturing, coaching, or other engagements of a professional nature, provided they do not derogate from her duties as Assistant Superintendent for Finance and Employee Engagement.

#### Section 9. Paid Leave

- A. The Assistant Superintendent for Finance and Employee Engagement shall receive twenty (20) sick days per year which shall be cumulative year to year, up to a maximum of one hundred eighty (180) days. The full 20 days of paid sick leave shall be available to the Assistant Superintendent for Finance and Employee Engagement effective with the commencement of her contract.
- B. The **Assistant Superintendent for Finance and Employee Engagement** shall be entitled to use up to ten (10) days annually in the event of a serious illness requiring bedside care or household attention for the Assistant Superintendent's parent, spouse, or other members of her immediate household.
- C. The Assistant Superintendent for Finance and Employee Engagement shall receive three (3) personal days per year, which may not be carried into the next year.
- D. The Assistant Superintendent for Finance and Employee Engagement shall be entitled to twenty-five (25) days of vacation in each year of this agreement. Said vacation leave shall be taken with the prior formal approval of the Superintendent. Up to ten (10) vacation days may be carried over each year not to exceed a total of thirty (35) days for use in a given contract year. Should the contract terminate prior to the expiration date, the vacations days shall be pro-rated and any time used over the earned allotment shall be deducted from the final pay period. All accumulated vacation time in accordance with this Article will be paid to the Assistant Superintendent (or her estate) in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work.

#### Section 10. Family & Medical Leave Act of 1993.

Nothing provided for or set forth herein shall be understood to limit or in any way interfere with rights the **Assistant Superintendent for Finance and Employee Engagement** may have under the Family & Medical Leave Act of 1993, or any other applicable state or federal statute.

#### Section 11. Bereavement Leave

The Assistant Superintendent for Finance and Employee Engagement shall be granted leave without loss of pay in the event of a death. Such leave shall be up to five (5) workdays for any death in the Assistant Superintendent for Finance and Employee Engagement's immediate family. For the purposes of this paragraph, "immediate family" shall mean and include, parent, sibling, spouse, child, grandparent, grandchild, or any permanent member of the Assistant Superintendent for Finance and Employee Engagement's household. The Assistant Superintendent for Finance and Employee Engagement shall be granted three (3) days without loss of pay for the death of a mother-in-law, father-in-law, sister-in-law, or brother- in-law, uncle, aunt, niece, or nephew. It is further understood that step relations are covered by this paragraph.

#### Section 13. Unpaid Leave

Upon the written request of the Assistant Superintendent for Finance and Employee Engagement the Committee may, solely at its discretion, grant unpaid leave to the Assistant Superintendent for Finance and Employee Engagement.

#### Section 14. Court Appearances.

Any appearance made by the **Assistant Superintendent for Finance and Employee Engagement** in a court of the Commonwealth, or any other legal proceeding, as a result of her official position with the Salem Public Schools, when such appearance is made either pursuant to a duly issued subpoena or at the direction of the Superintendent, shall be deemed work time, and shall not be charged to any other paid leave provided under this Agreement. A court appearance by the **Assistant Superintendent for Finance and Employee Engagement** in any other matter shall be deemed personal business.

#### Section 15. Health and Life Insurance

The Assistant Superintendent for Finance and Employee Engagement shall be eligible for such health and other insurance coverage as is available to other non-bargaining unit administrators in the Salem Public Schools. The cost of such insurance to the Assistant Superintendent for Finance and Employee Engagement shall be the same as the cost of said insurance to other non-bargaining unit administrators in the Salem Public Schools.

#### Section 16. Contributory Retirement

The Assistant Superintendent for Finance and Employee Engagement shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. c. 32, §2. No other retirement is due from the City or School Committee under this Agreement or as a result of this employment.

#### Section 17. Attendance and Travel to Workshops/Conferences

With prior approval of the Superintendent, the **Assistant Superintendent for Finance and Employee Engagement** shall be entitled to attend conferences every year, up to a total of \$3,500 reimbursement, commencing in year one of this contact. The **Assistant Superintendent for Finance and Employee Engagement** shall be allowed to use these funds to attend relevant out of state conferences.

#### Section 18. Professional Membership

The Assistant Superintendent for Finance and Employee Engagement shall be entitled to have professional membership dues paid annually up to \$2,000 per year for each year of this contract.

#### Section 19. Reimbursement for Reasonable Expenses

The **Assistant Superintendent for Finance and Employee Engagement** shall be entitled to reimbursement for other reasonable expenses including in-state travel, professional development expenses, or other miscellaneous expenses with the approval of the Superintendent.

#### Section 20. Discharge

Notwithstanding any provision to the contrary, this Agreement may be terminated for just cause as defined by relevant Massachusetts school employment case law and/or statute in which case any and all financial and other obligations by either party shall cease. In the event this Agreement is terminated for just cause, where cause exists, the Superintendent may discharge the Assistant Superintendent, terminating this contract prior to the expiration date stated above, provided the Assistant Superintendent has been informed of the charge or charges and causes or causes for his proposed discharge and has been given the opportunity for a meeting with the Superintendent prior to official action being taken. The Assistant Superintendent may have counsel present at such meeting. The Superintendent shall provide the Assistant Superintendent written notice of with a statement of charges in sufficient detail to place the Assistant Superintendent on notice of the basis for such intended actions.

Any suspension of the Assistant Superintendent will be pursuant to the terms of M.G.L. c. 71, §42D.

Within thirty (30) calendar days after the Notice of Discharge/Dismissal, the **Assistant Superintendent for Finance and Employee Engagement,** may seek review of such action by filing a request for arbitration with the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

#### **Section 21. Resignation**

In the event the **Assistant Superintendent for Finance and Employee Engagement** desires to terminate this agreement before its expiration, she is required to give the Committee written notice to terminate at least ninety (90) days prior to vacating the

position. Both parties to this Agreement may agree to notice of less than ninety (90) days if requested by the **Assistant Superintendent**.

#### **Section 22. Dispute Resolution**

Any dispute resolution is limited to the statutory protections provided in Massachusetts General Laws, Chapter 71, providing for arbitration only in cases of demotion or discharge.

#### Section 23. Indemnification

The parties hereto understand and acknowledge that their duties and responsibilities in the event of a legal proceeding brought against the **Assistant Superintendent for Finance and Employee Engagement** individually or in his/her capacity as an agent or employee of the Salem Public Schools shall be governed by the provisions of Chapter 258 of the General Laws.

#### Section 24. Entire Agreement

This Agreement embodies the whole Agreement between the Salem School District and the Assistant Superintendent for Finance and Employee Engagement and there are no inducements, promises, terms, conditions, or obligations made or entered into by any party of this Agreement than those contained herein. This Agreement may not be altered, amended, or modified, except in writing, signed by the Superintendent and the Assistant Superintendent for Finance and Employee Engagement with approval of the School Committee. If any part or provision of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against both parties.

#### Section 25. Severability

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

In Witness	whereof, the	parties have hereunto	signed and seale	ed this Ag	greement in	duplicate
this day	, of	, in	the year 2021.			

# Mary DeLai Interim School Business Administrator



# City of Salem Salem Public Schools

# Memo:

To: Salem School Committee

From: Mary C. DeLai

Date: February 18, 2021

Re: FY21 Budget Transfer Request 14

The districtwide music department request the following transfer from transportation (HS Student Activities) to instructional supplies to replace or repair music program equipment.

Account Description/Use	Account Number	Amount From	Amount To
Transportation	13570141-5333	\$4,600	
Instructional Supplies	13570141-5508		\$4,600

I recommend approval of the transfer.

# Mary DeLai Interim School Business Administrator



# City of Salem Salem Public Schools

# Memo:

To: Salem School Committee

From: Mary C. DeLai

Date: February 18, 2021

Re: FY21 Budget Transfer Request 15

Salem High School requests the following transfer from Contract Services to Stipends to compensate employees for staffing the High School Community Office Hours program.

Account Description/Use	Account Number	Amount From	Amount To
Contract Services	13571021-5320	\$15,000	
Fringe/Stipends	13571020-5150		\$15,000

I recommend approval of the transfer.

ADMINISTRATION	2000
SUPERINTENDENT OF SCHOOLS	2100
ANNUAL "STATE-OF-THE SCHOOLS" REPORT ANNUAL REPORT	2111

An annual report "State-of-the-Schools" report covering the diversified activities of the school system and the administration's recommendations for their improvement will be prepared annually by the Superintendent and presented to the School Committee. Upon Committee approval, the report will be made available to the public and used as one means for informing the parents/guardians, citizens, Commissioner of Education and others of the programs and conditions of the citytown's public schools.

Referred by Policy Subcommittee on 2/18/21

First reading on 2/22/21

STUDENTS AND INSTRUCTION	5000
STUDENT CONDUCT	<u>5400</u>
STUDENT DRESS	5411

The Salem Public Schools believe that student dress should not distract from the learning process and should be congruent with the district's health and safety requirements. The Superintendent shall Each school will be responsible for establishing guidelines for school an acceptable dress codes and/or school uniform programs. These guidelines shall reflect our values of equity and inclusivity. guidelines that promote inclusivity and are respectful of evolving cultural norms.

Decisions regarding Development of an acceptable dress code and/or school uniform program will be made by the respective school leadership team in consultation with the Ssuperintendent.

The Salem Public Schools believe that student dress should align with all health and safety requirements and not cause disorder or disruption in keeping with state law.

Legal Reference: MGL ch. 71, Section 83

9

Reviewed and referred by the Policy Subcommittee on 11/20/20

First Reading 12/7/20

Tabled prior to 2nd reading on 12/21/20

Re-reviewed by the Policy Subcommittee on 1/28/21, 2/4/21, and 2/18/21

Re-referred for 2nd reading on 2/18/21

Second(2nd read on 2/22/21)

#### FISCAL MANAGEMENT AND NON-INSTRUCTIONAL OPERATIONS

3000

#### **BUILDINGS AND GROUNDS**

3500

**EMERGENCY PLANS** 

3504.01



Advance planning for emergencies and disasters is essential to provide for the safety of students and staff; it also strengthens the morale of all concerned to know that plans exist and that students and staff have been trained in carrying out the plans.

The Superintendent is responsible for the development and maintenance of all emergency plans that meet the requirements of state law for preparedness in case of fire, civil emergencies, and natural disasters, including an Emergency Medical Response Plan for each school in the district.

The Superintendent is responsible for the development, in consultation with school nurses, school physicians, athletic coaches, trainers, and local Emergency Medical Services agencies, of an Emergency Medical Response Plan for each school in the district.

Building Principals will meet all requirements for conducting fire drills and Emergency Response drills to give students practice in moving with orderly dispatch to designated areas under emergency conditions, and the staff practice in carrying out their assigned responsibilities for building evacuation.

Plans shall be submitted to the Department of Elementary and Secondary Education (DESE) at least every 3 years by September 1. Plans must be updated in the case of new construction or other physical changes to the school campus.

LEGAL REFS

Legal Reference: M.G.L. 69:8A

Section 363 of Chapter 159 of the Acts of 2000

Cross References:

Policy 5109 Emergency Closings

Policy 5713 Emergency Medical and Safety Plans

Reviewed and referred by Policy Subcommittee on 12/18/20

First Reading on 1/19/21

Second Reading on 2/1/21

Third Reading on 2/22/21

# STUDENTS AND INSTRUCTION5000ATTENDANCE5100EMERGENCY CLOSINGS5109

All emergency closings or delayed openings will be at the discretion of the superintendent of schools. In the event of inclement weather which requires the closing of schools, or delayed opening, every attempt will be made to notify families by utilizing appropriate media outlets (i.e., television and radio) and/or the districts telephone alert system. Announcements of school cancellations will be made no later than 6:00 am.

There may be occasions when parents feel that their children, for health or safety reasons, should not attempt to attend school. School administrators, after communicating with a parent, will accept the judgment of the parents and allow for an excused absence.

The Superintendent is empowered to close the district schools, delay opening, or to dismiss schools early in the event of hazardous weather or other emergencies, which threaten the health or safety of students and personnel. While it may be prudent, under certain circumstances, to excuse all students from attending school, to delay the opening hour, or to dismiss students early, the administration has the responsibility to see that as much of the administrative, supervisory, and operational activity is continued as may be possible. Therefore, if conditions affect only a single school, only that school shall be closed.

In making the decision to close schools, the Superintendent or his designee shall consider many factors, including the following principles relating to the fundamental concern for the safety and health of children:

- 1. Weather conditions, both existing and predicted
- 2. Driving, traffic, and parking conditions, affecting public and private transportation facilities
- 3. Actual occurrence or imminent possibility of any emergency condition which would make the operation of schools difficult or dangerous
- 4. Inability of teaching personnel to report for duty, which might result in inadequate supervision of students.

For closures related to weather, tThe Superintendent will shall weigh these factors and shall take action to close the schools only after consultation with public works and public safety authorities and possibly with school officials from neighboring districts. Students, parents, and staff shall be informed early in each school year of the procedures, which will be used to notify them in case of emergency closing. Notification of any school closure, delay, or early dismissal shall be communicated in as timely a manner as possible.

The Superintendent shall communicate the announcement to close school(s) in a timely manner.

LEGAL REFS.: M.G.L. 71:4; 71:4A

Cross Rreference (emergency planning policy): Policy 3503 Security

Policy 3504 Emergency Evacuation Drills

Policy 3504.01 Emergency Planning Policy

Policy 5713 Emergency Medical and Safety Plans

Reviewed and referred by Policy Subcommittee on 12/18/20

First Reading on 1/19/21

**Second Reading on 2/1/21** 

Third Reading on 2/22/21←

# STUDENTS AND INSTRUCTION

5000

#### **INSTRUCTIONAL PROGRAM**

5200

PARENTAL NOTIFICATION OF COURSES INVOLVING HUMAN SEXUALITY

5222

The following statement of policy applies to the Salem Public Schools, pursuant to Massachusetts General Laws Chapter 71, Section 32A, which designates that parents and guardians will be notified of any curriculum which primarily involves human sexual education or human sexuality issues, allows parents/guardians to exempt their children from any portion of said curriculum through written notification to the school principal, without penalty, and makes instructional materials for said curricula reasonably accessible to parents, guardians, and others for inspection and review.

At the high school level Salem's hHigh School said courses will:

Be listed and highlighted in the Program of Studies from which the students choose their courses;

Designate the specific topics included which primarily involve human sexuality education;

In specific courses, which contain a definite strand pertaining to human sexuality, such as Health, the teacher will notify all parents/guardians of the probable timeline for teaching to provide parents/guardians with a reasonable period to review course materials and curriculum.

At the middle and elementary schools, the principals, teachers, and/or school nurses will notify parents/guardians in writing prior to teaching said curriculum. The notification will include the specific topics to be covered. If the planned curriculum changes during the school year, to the extent practicable, parents/guardians will be notified of this fact in a timely manner before implementation.

Parents/guardians may exempt their child from any portion of the curriculum, which primarily involves human sexuality issues without penalty to the student by sending a letter to the school principal requesting an exemption.

While it is the intent of the Salem School Department to provide parents/guardians with reasonable notice prior to teaching curriculum dealing with human sexuality, there may be occasions when an impromptu discussion may occur where such notice cannot be provided.

Any student who is exempted by request of the parent/guardian under this policy may be given an alternative assignment.

To the extent practicable, program instructional materials for these curricula will be made reasonably accessible to parents/guardians, <u>educators</u>, <u>administrators</u> and others

A parent/guardian who is dissatisfied with the notice given regarding human sexuality, their

access to instructional materials or the exemption of a student under this policy should report this in writing to the building principal to begin the Complaint Procedure as described in Policy #1507.

Legal Reference: MGL. c. 71 s. 32

See Administrative Guidelines Approved: 1/9/06

**Approved by Policy Subcommittee: October 2015** 

Reviewed by the Policy Subcommittee and referred on 12/3/20

First Reading 12/7/20

**TABLED prior to Second Reading on 12/21/20** 

Second Reading on 2/1/21

Third Reading on 2/22/21

#### STUDENTS AND INSTRUCTION

5000

#### **STUDENT CONDUCT**

5400

HAZING 5401

The Salem Public Schools, pursuant to Massachusetts General Laws Chapter 269, Sections 17, 18, and 19, prohibits any form of hazing by school sponsored student activities/teams, and all unaffiliated student activities/teams utilizing the school name or its facilities

In accordance with Massachusetts General Laws, the School Committee hereby deems that no student, employee or school organization under the control of the School Committee shall engage in the activity of hazing a student while on or off school property, or at a school sponsored event regardless of the location. No organization that uses the facilities or grounds under the control of the School Committee shall engage in the activity of hazing any person while on school property.

Hazing is defined as any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly, endangers the mental or physical health of a student or other person, regardless of the individual's willingness to participate.

Implied or expressed consent of a person or persons to hazing shall not be a defense against discipline under this policy.

Any student or staff member that witnesses, has knowledge of or suspects hazing <u>shall</u>, to the extent that such person can do so without danger or peril to himself or others, report it immediately to a building administrator. All reports of hazing will be forwarded to and investigated by the building principal.

A violation of the Hazing Policy may also be a violation of civil or criminal law. Hazing is a mandatory reportable act included in the Memorandum of Understanding with the Salem Police Department, and principal organizers and participants will be reported. Where school policy and civil law overlap, or where criminal prosecution is pending or foreseen, the school will initiate disciplinary action of its own on the same infraction and impose penalties in accordance with due process and discipline procedures, independent of civil and/or criminal authorities.

On or before October first of each year, the high school principal will certify to the Department of Education that:

The Hazing Policy has been issued to all students and every group, team, and organization sponsored, recognized or permitted to use the school name or facilities;

The school has obtained an acknowledgement of their receipt of the law, its distribution to all participants and applicants for participation, and an agreement to comply with the policy;

The Salem School Committee has approved a disciplinary policy regarding organizers of and participants in hazing which is appropriately emphasized in the student and teacher handbooks;

The high school has a disciplinary policy regarding hazing which is available to any person upon request; and

The disciplinary policy has been filed with the Department of Education Bureau of Student Services as required by MGL 71:37H.

The Superintendent is directly responsible for enforcing and communicating this policy. Principals and administrators are responsible for:

Implementing the policy in their building/department;

Reviewing this policy with all faculty, staff, and students within their jurisdiction annually;

Monitoring the execution of this policy at the building level.

Any student or employee who after an appropriate investigation is found to have engaged in hazing will be subject to disciplinary action up to and including expulsion or termination of employment.

Legal Reference: MGL. c. 269 s. 17, 18, 19

Approved: 1/9/06

**Reviewed by School Committee October 2015** 

Reviewed by Policy Subcommittee and referred for 1st reading on 12/3/20

First Reading 12/7/20

**Tabled prior to Second Reading on 12/21/20** 

Second Reading 2/1/21

Third Reading on 2/22/21

#### STUDENTS AND INSTRUCTION

5000

#### HEALTH AND SAFETY

5700

#### EMERGENCY MEDICAL AND SAFETY PLANS

5713

The Salem School Committee, to plan in advance for potential emergencies or disasters, directs the Superintendent to develop and maintain plans and procedures that meet state preparedness requirements relative to student health, safety, fire, civil emergencies, and natural and human disasters.

The Superintendent, in consultation with appropriate school personnel, public safety and local Emergency Medical Service agencies, shall develop an Emergency Medical Response Plan for each school in the District. Each plan shall include the following:

- 1. A rapid communications method that links all locations of the school's campus, including outdoor facilities, with local Emergency Services as well as protocols that clarify when EMS and other emergency contacts shall be called;
- 2. A list of relevant contacts, with telephone numbers, and a protocol that indicates when each individual shall be called, including names of experts to help with post-event support;
- 3. A method of efficiently directing first responders and other emergency personnel to any location on campus, including the location of available rescue equipment;
- 4. Safety precautions and plans designed to prevent injuries and accidents in classrooms and on the campus; and
- 5. A method for training in CPR, first aid and other safety measures for teachers, athletic coaches, trainers and other relevant school staff; this may include CPR and other relevant safety training for interested middle and high school students.

This emergency plan shall be updated and submitted to the state at least every three years by September 1<sup>st</sup> or when any new construction or other physical changes are made to the school campus. The Superintendent shall inform the School Committee when said plans and procedures, new and revised, have been submitted.

The Salem School Superintendent shall establish a District Safety Committee to support implementation of this policy. Building principals shall regularly conduct fire and Emergency Response drills and procedures to give students practice in orderly, timely movement to designated areas as well as to give staff practice in fulfilling their assigned responsibilities in building evacuation, medical emergencies, and other emergency procedures.

#### Legal Reference: M.G.L. 69:8A Section 363 of Chapter 159 of the Acts of 2000

Cross References - Policy 3503 Security
Policy 3504 Emergency Evacuation Drills
Policy 3504.01 Emergency Planning Policy
Policy 5109 Emergency Closing
Policy 5713 Emergency Medical and Safety Plans

Reviewed and referred by Policy Subcommittee on 12/18/20 First Reading on 1/19/21 Second Reading on 2/1/21 Third Reading on 2/22/21

STUDENTS AND INSTRUCTION 5000 HEALTH AND SAFETY 5700 ¶

EMERGENCY MEDICAL AND SAFETY PLANS 5713 Approved: 25 February 2013