

**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”

June 17, 2021

**REGULAR SCHOOL COMMITTEE MEETING ON JUNE 21, 2021**

Notice is hereby given that the Salem School Committee will hold a **Regular School Committee meeting on Monday, June 21, 2021 at 6:30 p.m.** This is an on-line Zoom meeting.

Please click the link below to join the webinar:

<https://zoom.us/j/92426230512?pwd=ZXpDUXZnSFp5VFJXTXd6clMrbWFsQT09>

Passcode: 116103

**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): <https://forms.gle/JcL1krHCwQWMhyE6>.

**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: <https://forms.gle/n7UtuUA4qC3eod3g6>. 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 [nweiss@salemk12.org](mailto:nweiss@salemk12.org) 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 held on June 7, 2021
- b. Approval of Warrant: 6/10/2021 in the amount of \$385,594.97 and 6/17/2021 in the amount of \$488,739.83.

**IV. Public Comment**

Please see above for instructions on participating in public comment.

**V. Report from the Student Representative – Duncan Mayer/Hawa Hamidou Tabayi.**

VI. **Educator's Showcase**

VII. **Superintendent's Report**

- a. Pre-K Update
- b. Summer Work Update
- c. Salem Teachers Union Contract
- d. Transportation Update
- e. Salem High School Redesign Draft Plan
- f. District Safety Committee Update

VIII. **Action Items: Old Business**

- a. Deliberation and vote on the New Liberty Innovation School Plan

IX. **Action Items: New Business**

- a. The School Committee votes to ratify the *Teacher Memorandum of Agreement* between the Salem Teachers Union and the Salem School Committee for the 2020-21 school year.
- b. The School Committee votes to ratify the *Teacher Memorandum of Agreement* between the Salem Teachers Union and the Salem School Committee for the 2021-24 school years.
- c. The School Committee votes to ratify the *Paraprofessionals and Support Staff Memorandum of Agreement* between the Salem Teachers Union and the Salem School Committee for the 2020-21 school year.
- d. The School Committee votes to ratify the *Paraprofessionals and Support Staff Memorandum of Agreement* between the Salem Teachers Union and the Salem School Committee for the 2021-24 school years.
- e. Deliberation and vote on Salem High School Golf Team Out of State Field Trip to Orlando, Florida August 25-30, 2021.
- f. Discussion on the Open Meeting Law and Remote Meeting Format

X. **Finance Report**

XI. **Subcommittee Reports**

- a. Policy Subcommittee
  - i. Policies for First Reading
    - 4109 Leaves of Absence
    - 5405 Interrogations and Searches
    - 5406 Student Demonstrations and Strikes
    - 5407 Corporal Punishment
    - 5408 Student Discipline
      - 5408.01 Discipline of Students with Disabilities
      - 5408.02 Exclusion for Non-School Related Concerns
    - 5409 School Bus
    - 5410 Harassment and Violence
    - 5413 School Property
    - 5414 Vandalism
    - 5415 Bomb Threats
    - 5416 Use of Physical Restraint
    - 5501 Responsible Use of Technology

5702 Availability of In School Programs for Pregnant Students  
5703 Immunizations of Students  
5705 Child Abuse and Neglect  
5706 Communicable Diseases  
5707 Student Physicals

- ii. Policies for Second Reading
    - 4110 Harassment and Violence
    - 4117 Nepotism
    - 4120 Responsible Use of Technology
    - 4201 Position Control
    - 4203 Teachers' Review of Student Files
    - 4204 Employee Evaluation
    - 4205 Professional Growth and Development for Staff
    - 4301 Support Staff Positions
    - 4302 Bus Drivers
  - iii. Policies for Third Reading
    - 5101 School Age and Attendance
    - 5102.01 Enrollment of Non-Resident Students/School Choice
- b. Equity & Inclusion Subcommittee
- i. Deliberation and vote on the recommended Equity Statement

**XII. School Committee Concerns and Resolutions**

**XIII. Adjournment**

Respectfully submitted by,

*Nancy A. Weiss*

Executive Assistant to the School Committee & the Superintendent

*"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 Bajo la Ley de Reuniones Abiertas, M.G.L. c.30A § 18-25 y Secciones de Ordenanzas de la Ciudad desde 2-2028 hasta 2-2033”

Junio 17, 2021

**REUNIÓN ORDINARIA DEL COMITÉ ESCOLAR EN JUNIO 21, 2021**

Por la presente notificamos que el Comité Escolar de Salem realizará una **Reunión Ordinaria del Comité Escolar el lunes 21 de junio, 2021 a las 6:30 p.m.** Esta será una reunión virtual a través de Zoom.

**Por favor presione el siguiente enlace para unirse a nuestra reunión virtual:**

**<https://zoom.us/j/92426230512?pwd=ZXpDUXZnSFp5VFJXTXdk6clMrbWFsQT09>**

**Contraseña: 116103**

**I. Llamado de la Reunión al Orden**

**a. Resumen de la Política de Participación Pública (Política de SC #6409).**

Leer en voz alta: *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 para Interpretación 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):

<https://forms.gle/JcL1krHCwQWMhyyE6>.

**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: <https://forms.gle/n7UtuUA4qC3eod3g6>. 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 [nweiss@saalemk12.org](mailto:nweiss@saalemk12.org) o en el 617-285-7567 si tiene preguntas o para reportar cualquier dificultad técnica que experimente.

**II. Aprobación de la Agenda**

**III. Aprobación de Consentimiento de la Agenda**

- a. Minutas de la Reunión Ordinaria del Comité Escolar realizada en junio 7, 2021
- b. Aprobación de Garantías: 6/10/2021 por la cantidad de \$385,594.97 y 6/17/2021 por la cantidad de \$488,739.83.

**IV. Comentario Público**

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

*ESCUELAS PÚBLICAS DE SALEM*  
*REUNIÓN ORDINARIA DEL COMITÉ ESCOLAR*  
*JUNIO 21, 2021*

- V. **Reporte del Representante Estudiantil – Duncan Mayer/Hawa Hamidou Tabayi.**
- VI. **Exhibición de Educadores**
- VII. **Reporte del Superintendente**
  - a. Actualización de Pre-K
  - b. Actualización sobre el Trabajo de Verano
  - c. Contrato del Sindicato de Maestros de Salem
  - d. Actualización sobre Transporte
  - e. Borrador del Plan de Rediseño de la Escuela Secundaria de Salem
  - f. Actualización sobre el Comité de Seguridad del Distrito
- VIII. **Elementos de Acción: Asuntos Viejos**
  - a. Deliberación y voto del Plan de la Escuela New Liberty Innovation
- IX. **Elementos de Acción: Asuntos Nuevos**
  - a. El Comité Escolar vota para ratificar el *Memorándum de Acuerdo con los Maestros* entre el Sindicato de Maestros de Salem y el Comité Escolar de Salem para el año escolar 2020-21.
  - b. El Comité Escolar vota para ratificar el *Memorándum de Acuerdo con los Maestros* entre el Sindicato de Maestros de Salem y el Comité Escolar de Salem para los años escolares 2021-24.
  - c. El Comité Escolar vota para ratificar el *Memorándum de Acuerdo con los paraprofesionales y Personal de Apoyo* entre el Sindicato de Maestros de Salem y el Comité Escolar de Salem para el año escolar 2020-21.
  - d. El Comité Escolar vota para ratificar el *Memorándum de Acuerdo con los paraprofesionales y Personal de Apoyo* entre el Sindicato de Maestros de Salem y el Comité Escolar de Salem para los años escolares 2021-24.
  - e. Deliberación y voto sobre la Excursión fuera del estado del Equipo de Golf de la Escuela Secundaria de Salem a Orlando, Florida en agosto 25-30, 2021.
  - f. Discusión sobre la Ley de Reuniones Abiertas y el Formato de Reuniones Remotas
- X. **Reporte Financiero**
- XI. **Reportes de Subcomités**
  - a. Subcomité de Políticas
    - i. Políticas para Primera Lectura
    - 4109 Permisos de Ausencias
    - 5405 Interrogatorios y Búsquedas
    - 5406 Demostraciones y Huelgas Estudiantiles
    - 5407 Castigos Corporales
    - 5408 Disciplina Estudiantil
    - 5408.01 Disciplina de Estudiantes con Discapacidades
    - 5408.02 Exclusión de Preocupaciones No Relacionadas con la Escuela
    - 5409 Autobús Escolar
    - 5410 Acoso y Violencia
    - 5413 Propiedad Escolar
    - 5414 Vandalismo
    - 5415 Amenazas de Bomba
    - 5416 Uso de Restricción Física

*ESCUELAS PÚBLICAS DE SALEM  
REUNIÓN ORDINARIA DEL COMITÉ ESCOLAR  
JUNIO 21, 2021*

5501 Uso Responsable de la Tecnología  
5702 Disponibilidad de Programas Escolares para Estudiantes Embarazadas  
5703 Vacunas de Estudiantes  
5705 Abuso Infantil y Negligencia  
5706 Enfermedades Contagiosas  
5707 Físicos Estudiantiles

ii. Políticas para Segunda Lectura

4110 Acoso y Violencia  
4117 Nepotismo  
4120 Uso Responsable de Tecnología  
4201 Posición de Control  
4203 Revisión de Historiales Estudiantiles por los Maestros  
4204 Evaluación de Empleados  
4205 Crecimiento y Desarrollo Profesional para el Personal  
4301 Posiciones del Personal de Apoyo  
4302 Conductores de Autobús

iii. Políticas para Tercera Lectura

5101 Edad Escolar y Asistencia  
5102.01 Inscripción de Estudiantes No Residentes/Opción Escolar

b. Subcomité de Equidad e Inclusión

i. Deliberación y voto sobre la recomendada Declaración de Equidad

**XII. Preocupaciones y Resoluciones del Comité Escolar**

**XIII. Aplazamiento**

Respetuosamente sometido por,

*Nancy A. Weiss*

Asistente Ejecutiva para el Comité Escolar & el Superintendente

*"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."*

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## Salem Public Schools Salem School Committee Meeting Minutes June 7, 2021

On June 7, 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, Mr. Manny Cruz, Ms. Amanda Campbell, Dr. Kristin Pangallo, Ms. Ana Nuncio, and Mr. James Fleming

**Members Absent:** None

**Others in Attendance:** Superintendent Stephen Zrike, Assistant Superintendent Kate Carbone, Chelsea Banks, Liz Polay-Wettengel, Deb Connerty, and Duncan Mayer.

### Call of Meeting to Order

Mayor Driscoll called the meeting to order at 7:03 p.m. Mayor Driscoll read the new Public Participation Policy 6409 and also explained the request for Spanish interpretation for participation.

### Approval of Agenda

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

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

Motion carries 7-0

### Approval of Consent Agenda

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

Ms. Manning	Yes
Mr. Cruz	Yes
Mr. Fleming	Yes
Dr. Pangallo	Yes
Ms. Nuncio	Yes
Ms. Campbell	Yes

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Mayor Driscoll            Yes  
Motion carries 7-0

### **Public Comments**

The School Committee Secretary announced that there were several public comments.

Chelsea Martinez, 190 Bridge Street, asked for her comment to be read. Ms. Martinez voiced her concern for mental health support. She noted that in her class, they had reviewed the yearly budget from past years and next year and realized that CMS was planning to decrease the amount of money spent on Special Education/SEL resources for next year. She opposes this decision and feels that more money needs to be spent on managing the students mental health.

Thais Saldivar Diaz, Jefferson Avenue asked for their comment to be read. They are a Collins Middle School student working on a mental health issues project by reviewing the budget. They felt that since COVID, children's mental health has been rapidly getting worse and they are asking for help fixing this.

Paula Geist, 84 North Street, Danvers, who is the President of AFSCME Local 294 asked to be recognized to speak. Ms. Geist spoke of the Union's concerns regarding the issue of privatization of the SPS Transportation Department. Her concerns include the lack of transparency as to the true cost of privatization, ability for the vendor to provide a sufficient number of monitors and drivers and the financial effect privatization will have on the members of the Transportation Department, many of which are residents of Salem. Ms. Geist is requesting that the School Committee members do their due diligence to support the students and families of Salem and members of the SPS Transportation Department.

Ann Berman, 1401 Crane Brook Way, Peabody asked to be recognized to speak. Ms. Berman gave a summary of the year and all the challenges it brought. She also thanked the educators for their hard work and commitment to the students of Salem. She ended with wishing everyone a safe and healthy summer.

Tricia Cullen, 41 Walter Street, asked to be recognized to speak. Ms. Cullen spoke in support of the JROTC program.

Jenni Clock, 34 Cedar Street, Marblehead asked for her comment to be read out loud. Mc. Clock wanted to honor all the work by the team at NLIS for all their hard work to develop the Innovation Plan.

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

Duncan Mayer announced that the new student representative for the School Committee will be Hawa Tabayi. Mr. Mayer also gave a presentation regarding the Student Advisory Council budget proposal. Mr. Mayer began the presentation by explaining that this is an equity concern and offering paid positions to student leadership positions, it may alleviate some of the pressure on students who are required to choose a job over student activism. Mr. Mayer then



## DRAFT

outlined the responsibilities of each position of the Student Advisory Leaders and the proposed payment requested.

The Committee asked questions regarding why it is necessary to pay the students. The Mayor suggested referring this to the Policy Subcommittee to be discussed in further detail. Mr. Cruz added that some of the Boston Public Schools are paid in these positions. He believes that this should be referred to the Equity Subcommittee for their consideration. Ms. Campbell agrees. Ms. Nuncio asked the question: what is keeping students in this role? She does not believe it is compensation. Ms. Manning would like to be notified of when this meeting will take place. Mr. Fleming suggested that this be discussed in a Committee of the Whole meeting rather than the Equity Subcommittee.

Ms. Campbell made a motion to refer the Student Advisory Council budgeting proposal to the Equity & Inclusion Subcommittee. Mr. Cruz seconded. A roll call vote was taken.

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

Motion carries 7-0

### **Educator's Showcase**

None

### **Report of the Superintendent**

#### **a. Recognition of Retirees**

Mayor Driscoll and Superintendent Zrike recognized and thanked retiring educators and support staff. Each was honored with an official City Seal, to commemorate their years of service in the district and thank them for their hard work and dedication to Salem Public Schools. Many retirees were present at the Zoom meeting and several also spoke. Mr. Cruz gave special recognition to Deb Connerty, who served the district for 31 years, most recently as Executive Director of PPS. Mr. Fleming and Ms. Manning also thanked Ms. Connerty and all the retirees for the years of service and dedication.

#### **b. New Liberty Innovation School Plan Renewal**

Dr. Zrike introduced Jen Winsor, Principal of the New Liberty Innovation School. Ms. Windsor thanked Mr. Pierce Woodward, Ms. Amanda Campbell and all the Innovation Committee members for their help with the renewal plan. The outline of the plan was reviewed, including annual goals and plan highlights. It was also noted that the mission statement was rewritten. Some of the plan highlights include strategic changes to (1) Community School model, (2) Enlarge the internship program, (3) Improve clarity of competency system, (4) Schoolwide portfolio system, (5) Possible expansion to 6th grade, and (6) Infuse all subjects with (a)

## **DRAFT**

anti-racist pedagogy and themes and (b) arts. In addition, the vision was shared which reads, “NLIS envisions itself as a community hub that attracts and supports students in a variety of ways.” This plan will be presented for a vote at the June 21st School Committee meeting.

Ms. Campbell voiced her support for the plan and Mr. Fleming stated that he was very impressed with the plan. Mr. Cruz added that he believes the plan is very focused and he is also supporting this plan. Dr. Pangallo asked if this would be affected by the high school redesign.

Mayor Driscoll suggested that if anyone has any additional questions, please let Superintendent Zrike know.

### **c. School Committee Meeting Dates Schedule**

Dr. Zrike reported that there was a draft schedule for the 2021-2022 School Committee meeting dates. Ms. Campbell requested a change on the meeting date of 9/20/21 since she has a conflict. The meeting was moved to 9/27/21.

Ms. Campbell made a motion to accept the 2021-2022 School Committee meeting dates with the revision. Mr. Cruz seconded the motion. A roll call vote was taken.

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

Motion carries 7-0

### **Old Business**

None

### **New Business**

- a. Deliberation and vote on the request from Salem Youth Football & Cheering to use Bertram Field and to waive fees.

Mr. Miano from Salem Youth Football & Cheering presented their request for use of the Bertram Field. He explained that this request has been submitted every year for Salem Youth Football & Cheering. In the past, this request has been granted where they pay any custodial fees, but the field use fees are waived.

Mr. Fleming made a motion to refer this request to the Building & Grounds Subcommittee. Ms. Manning seconded. A roll call vote was taken.

Ms. Manning	No
Mr. Cruz	Yes
Mr. Fleming	Yes
Dr. Pangallo	Yes

## **DRAFT**

Ms. Nuncio                      Yes  
Ms. Campbell                  Yes  
Mayor Driscoll                Yes  
Motion carries 6-1

b. Deliberation and vote on approval of an out of state field trip for JROTC Drill Camp.  
Mr. Fleming made a motion to approve the out of state field trip for JROTC Drill Camp. Mr. Cruz seconded the motion. A roll call vote was taken.

Ms. Manning                  No  
Mr. Cruz                        Yes  
Mr. Fleming                    Yes  
Dr. Pangallo                  Yes  
Ms. Nuncio                    Yes  
Ms. Campbell                  Yes  
Mayor Driscoll                Yes  
Motion carries 6-1

### **Finance Report**

None

### **Subcommittee Reports**

Ms. Nuncio explained the changes that were made to Policy 4110 Harassment and Violence including language regarding microaggressions. In addition, she explained that there was a title change to Policy 4201 Position Control.

Dr. Pangallo asked if we should keep the administrator's name in the Title IX Coordinator paragraph or just include the title on Policy 4110. In addition, Mr. Cruz and Ms. Campbell suggested using a generic email address rather than a specific person to contact. Ms. Manning responded that they will review this at the next Policy meeting.

#### **a. Policy Subcommittee**

- i. Policies for First Reading
  - 4110 Harassment and Violence
  - 4117 Nepotism
  - 4120 Responsible Use of Technology
  - 4201 Position Control
  - 4203 Teachers' Review of Student Files
  - 4204 Employee Evaluation
  - 4205 Professional Growth and Development for Staff
  - 4301 Support Staff Positions
  - 4302 Bus Drivers

## DRAFT

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

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

Motion carries 7-0

- ii. Policies for Second Reading
  - 5101 School Age and Attendance
  - 5102.01 Enrollment of Non-Resident Students/School Choice

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

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

Motion carries 7-0

- ii. Policies for Third Reading
  - 4118 Cellular Phone Use by Employees

Ms. Nuncio made a motion for third reading of policy 4118 Cellular Phone Use by Employees. Ms. Manning seconded the motion. A roll call vote was taken.

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

Motion carries 7-0

### b. Building & Grounds Subcommittee

Mr. Fleming announced that the Building & Grounds Subcommittee had met to discuss several concerns. One is regarding the floor at the high school, which they are awaiting SBA funds. The

## DRAFT

second is the tilework at WHES, which the Superintendent is working on having the funds restored from the Capital funds.

In addition, there was discussion regarding the request from the JROTC to use a room at the high school for their Marksmanship program. Mr. Fleming reported that the Subcommittee voted 1-1, so he does not have a recommendation at this time. He does however favor that they use the room. Ms. Manning commented that the issue is the placement of the room. She feels that it is located in the busiest part of the school. She would prefer that they move back to their original location of the cafeteria. Ms. Manning added that the program ran for years there and no one knew it was there and there were no complaints. She proposes they make a compromise and suggests that they find another room in another part of the building. She feels that the program should be put on hold until they find a new place for the program. The Mayor added that she feels the building administration should be the one deciding on where the program should be located. Mr. Cruz responded that this program has never been voted on before. He does not want to set a precedent and agrees with the Mayor that the building administration should determine the best location for the program. Dr. Pangallo questioned if this program should occur on school grounds. She would like more information.

Colonel Beaudoin from the JROTC program explained that this is a 52 week a year program and their top priority is safety. He said surrounding communities all have the same program. Ms. Manning said she still has concerns regarding the bigger picture, not just the target practice. Mayor Driscoll stated that she supports the program. Mr. Mayer added that as a student, he has never heard anything negative about the program and only positive. Ms. Campbell also stated that she is in support of this program. Mr. Fleming commented that he feels we should continue the program and have the administration figure out the room. Ms. Nuncio stated that she cannot support having this in the high school. Colonel Beaudoin responded that since school will be out, he would like to use the room through the summer, to help the kids get out of the heat.

Mayor Driscoll stated that she would like to remain status quo and will try to find a way to proceed after July. She would like to allow the program to continue and report back before the start of the school year and allow members time to review additional information. Dr. Pangallo responded again that she cannot support this until she gets more information. Mr. Cruz does not think that this should be voted on. He feels that it should be a conversation when discussing the Program of Studies. Mr. Fleming stated again that he believes the program needs to continue where it is for now and allow the new administration to make a decision. Dr. Zrike responded that he will meet with the new administration and the Sergeant Major and report back to the Committee. The Mayor agreed that it would be best to maintain the program through the summer and report back how it will operate once the new administration is in. She asked the Superintendent to report back before the start of the school year. Colonel Beaudoin offered to show the program to anyone who would be interested to come in.

The Mayor concluded that no vote would be necessary.

## DRAFT

### School Committee Concerns and Resolutions

Ms. Nuncio requested a report of the resource officers in the schools and their roles. Dr. Zrike responded that he has a meeting with the new Police Chief scheduled. He suggested this be discussed at a summer meeting.

### Adjournment

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

Ms. Manning Yes

Mr. Cruz Yes

Mr. Fleming Yes

Dr. Pangallo Yes

Ms. Nuncio Yes

Ms. Campbell Yes

Mayor Driscoll Yes

Motion carries 7-0. Meeting adjourned at 9:34 p.m.

Respectfully submitted by,

*Nancy A. Weiss*

Executive Assistant to the School Committee & Superintendent

June 18, 2021

Dear families,

Early childhood education has long been a commitment in our district. The Early Childhood Center is a jewel in our crown and serves our youngest students to prepare them to thrive in elementary school. We are excited to announce that we will be expanding our early childhood offerings starting with this 2021-2022 school year with the introduction of the Salem Early Education Partnership Program.

The Salem Early Education Partnership Program is intended to expand access to and alignment of early childhood programs in Salem through partnerships between the Salem Public School district and participating early childhood centers in Salem licensed by the Massachusetts Department of Early Education and Care (EEC). The Salem Early Education Partnership will focus on strengthening access for universal Pre-K in the City of Salem for 4-year-olds.

The partnership allows the Salem Public Schools and participating early childhood centers in the city to formalize their relationships and work collaboratively to:

1. Improve and align program quality across the city,
2. Increase access to high-quality programs particularly for low-income families, and
3. Ensure all families have the knowledge and access to early childhood resources.

Research shows that access to high quality early childhood programs not only prepares children for kindergarten but creates a strong foundation for long-term academic and personal success. Salem Public Schools is committed to creating greater access to full-day preschool seats for families seeking this type of programming for their child.

Salem Public Schools is excited to announce that in the fall of 2021 we will:

1. Expand the hours of two of our existing Pre-K classrooms at the Early Childhood Center (full day, five days per week)
2. Open four new Pre-K classrooms within SPS, and
3. Partner with four Pre-K classrooms across the city to align program quality and curriculum.

Seats will be filled by lottery. Completion of [this form](#) will enter your child into the lottery but does not ensure a preschool spot. If you speak a language other than English or Spanish, please leave a message at either of these phone numbers:

**(781) 424-2482 or (781) 771-8292** and an outreach specialist will return a call in your home language. See additional details below about the lottery process.

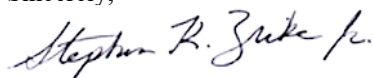
Deadline for Entering Lottery	Lottery Date
July 15, 2021	July 19, 2021
August 5, 2021	August 6, 2021

As the SPS preschool lotteries take place over the summer you will be contacted by our outreach specialists to discuss your needs and other preschool options across Salem to find the best fit for your child. Families not receiving a seat through the lottery process will be placed on a waiting list. If you have questions, please leave a voice message or send an email and an outreach specialist will get back to you.

- Phone: **(781) 424-2482 or (781) 771-8292**

Email: [earlyed@learn.salemk12.org](mailto:earlyed@learn.salemk12.org)

Sincerely,



Stephen K. Zrike, Jr., Ed.D.

# Preschool in Salem

Fall 2021





# Salem Early Education Partnership Program

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- ✘ Improve program quality through
  - aligned curriculum approaches
  - professional development
  - pay equity strategy
- ✘ Increase access to high-quality programs across Salem



# Preschool Classrooms

4 SPS classrooms (8-2pm)

- ✗ Bates
- ✗ HMLS

Additional 1 class  
within the Early  
Childhood Center (ECC)

4 community based  
programs (7-6pm)

- ✗ RFP process
- ✗ Subsidy from SPS
  - scholarships
  - teacher pay
  - other costs



# Timeline

## May/June

- ✕ Meetings with partners
- ✕ Hiring SPS preschool teachers
- ✕ Development of enrollment procedures
- ✕ Hiring of outreach specialists
- ✕ Lottery application released
- ✕ Family navigation support

## July

- ✕ Family navigation support
- ✕ First round lottery
- ✕ Identify curriculum and PD plan

## August

- ✕ Family navigation support
- ✕ Second round lottery
- ✕ Set up preschool rooms
- ✕ Deliver PD to preschool teachers



Fill out the lottery form online or call  
our outreach specialists at  
(781)424-2482  
or  
(781) 771-8292

**SALEM PUBLIC SCHOOLS  
OFFICE OF BUILDING SERVICES  
77 WILLSON STREET  
SALEM, MA 01970**

**PHONE 978-740-1143  
FAX 978-740-1117**



**Mr. Ryan Monks  
Director of Building Services**

**Mrs. Theresa Lavorante  
Secretary of Building Services**

## **FY22 Summer Projects**

- Collins Office Move (FY21 Capital Improvement Project Funds)
- HR office reconfiguration (FY21 Capital Improvement Project Funds)
- Bentley HVAC Control upgrade (MSBA Project Contingency supplemented by ESSER Grant)
- Security Upgrades (FY21 and FY22 Capital Improvement Project Funds)
  - Front Door Monitoring Systems – all buildings
  - Access Control – all buildings (2 entrances per building)
  - Cameras – Salem High School
- Witchcraft Floor replacement (FY22 Capital Improvement Project Funds)
- ADA projects
  - Saltonstall Playground Resurfacing (FY21 ADA Capital Improvement Funds)
  - Witchcraft Playground Ramp Feasibility Study (FY22 ADA Capital Funds)
- Carlton Fire Pump Replacement (FY21 Capital Project Funds)
- Bentley Main Office RTU Replacement (FY21 Capital Funds or ESSER Grant)
- Horace Mann RTU 10 (ESSER Grant)
- Repair 3 Chair Lifts at SHS (FY21 or 22 ADA Capital Improvement Funds)

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Salem School Committee ("EMPLOYER") and the Paraprofessional & School Related Personnel Chapter of the Salem Teachers Union, Local 1258 American Federation of Teachers, AFT Massachusetts, AFL-CIO ("UNION").

### **RECITALS**

- A. The EMPLOYER and the FEDERATION are parties to a Collective Bargaining Agreement for the period of September 1, 2019 through and including August 31, 2020.
- B. The duly-authorized representatives of the EMPLOYER and the duly authorized representatives of the FEDERATION have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- C. Said representatives of the EMPLOYER and the FEDERATION have, subject to ratification by the membership of the COMMITTEE and the FEDERATION, agreed to a successor agreement for the period of September 1, 2019 through and including August 31, 2024.

### **AGREEMENT**

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

#### **1. PRIOR AGREEMENT AND DURATION:**

- A. The Collective Bargaining Agreement in effect for the period September 1, 2019 through and including August 31, 2020, shall be in full force and effect for the period September 1, 2020 through and including August 31, 2021, except as modified by this MEMORANDUM OF AGREEMENT.
- B. The Collective Bargaining Agreement in effect for the period of September 1, 2020 through and including August 31, 2021 shall be in full force and effect for the period of September 1, 2021 through and including August 31, 2024 except as modified by this MEMORANDUM OF AGREEMENT.
- C. The changes set forth herein are effective September 1, 2020 unless otherwise specified.
- D. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement consisting of the 2020-2021 and 2021-2024 Agreements.



2. **HOUSEKEEPING UPDATE.** Fix any typographical errors discovered during the proofreading of the new collective agreement by mutual agreement. Fix any formatting inconsistencies by mutual agreement.

3. **ADMINISTRATIVE SUBCOMMITTEE RECOMMENDATIONS.** Appendix A:

The changes to the Teacher and PSRP CBAs recommended by the administrative subcommittee (Appendix A) will be incorporated into the appropriate CBA.

4. **SIDE LETTER RE: STATEMENTS OF SHARED INTEREST.** Appendix B:

The parties have developed the joint statements of interest found in the side letter of agreement in Appendix B, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

5. **SIDE LETTER RE: ENFORCEABLE AGREEMENTS.** Appendix C:

The parties have reached agreements on the items found in the side letter of agreement in Appendix D, not to be incorporated into the collective bargaining agreement, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The steps outlined below are subject to grievance and arbitration procedures, but further details or subsequent steps are not. The parties will meet regularly to discuss progress being made to achieve the provisions.

6. **COMPENSATION.**

\$500.00 Signing Bonus upon ratification.

Beginning in 2022-20223 school year, a \$500.00/year stipend for a bachelor’s degree.

See pay tables in Appendix D.

7. **CULTURALLY RESPONSIVE LIBRARY COLLECTIONS.** New Provision:

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

8. **NON-TEACHER LIBRARY STAFFING.** New Provision:

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

9. **FILTERED WATER.** New Provision:

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

**10. BUILDING HEALTH AND SAFETY. New Provision:**

Section 1. The employer shall annually inspect and treat, if necessary, each worksite for hazardous conditions.

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

Section 3. The Employer shall schedule at least one (1) training per year to address safety concerns identified by the Joint Labor-Management Committee on Safety and/or the concerns identified by the Safety Survey. The training shall be offered to all bargaining unit employees and all shall be compensated for any hours spent at the training outside of the contractual workday.

**11. SCHOOL OPERATIONS COMMITTEE. New Provision:**

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

**12. INSTRUCTIONAL LEADERSHIP TEAM. New Provision:**

The Instructional Leadership Team (ILT) at each building shall include at least one (1) member of the PSRP bargaining Unit. PSRP members shall be compensated at their hourly rate for any hours spent meeting with the ILT outside of the contractual workday.

**13. DATES TO AVOID. New Provision:**

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



**14. CLASSROOM SUPPLIES.** New Provision:

The EMPLOYER shall provide bargaining unit employees with supplies to educate the students of Salem.

**15. ACCESS TO TECHNOLOGY.** New Provision:

All employees shall be provided with technology to perform their job responsibilities, such as assisting students to complete work on technology and contractual employment obligations, such as viewing evaluation materials on TeachPoint.

**16. NEW EMPLOYEE HIRING CREDITS.** New Provision:

- a. New employees shall be credited with one step for active military service not less than two years, except such credited time shall not be applicable to professional status. The maximum credit allowed shall be two steps for service not less than two years.
- b. New employees shall be credited with one step if they are certified or deemed to be bilingual or biliterate via employer approved certification process and/or test.
- c. New Employees shall be credited with one step if they are a graduate of Salem Public Schools.

**17. BILINGUAL/BILITERATE STIPEND.** New Provision:

Active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand dollar (\$1,000.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs

**18. PARAPROFESSIONAL EXPECTATIONS DURING STUDENT PROMOTION.**

New Provision:

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

**19. SICK LEAVE REPORTING.** New Provision:

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

**20. PARAPROFESSIONAL TO TEACHER PIPELINE: New Provision:**

The Employer shall create and maintain a Paraprofessional to Teacher program to support bargaining unit members in the pursuit of positions as certified educators.

- a. The Employer will annually provide employees with information related to state sponsored tuition reimbursement programs for paraprofessionals seeking to become educators. The Employer may also provide employees with additional resources to obtain tuition support.
- b. In the event that a bargaining unit member is unable to obtain adequate tuition support through the third party resources, the Employer shall reimburse bargaining unit members for the cost of tuition and fees at the rate of a Salem State University course, up to a maximum of two (2) courses per year.
- c. The Employer shall provide bargaining unit members with access to district resources regarding student financial aid and college admissions.
- d. The employer shall provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost.
- e. The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular job.
- f. Bargaining Unit members with a minimum of five (5) years of service who obtain the qualifications necessary for a certified teaching position shall be given preference in the hiring process for vacant teaching positions.

**21. STAFF MEETINGS. New Provision:**

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

**22. UNION RECOGNITION. Amend Article 1, Section A**

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

1. Intensive Instructional Paraprofessionals...
2. Instructional Paraprofessionals...
3. School Aides...
4. **Behavior Specialists...**
5. **Speech Language Pathologist Assistance...**
6. **Certified Occupational Therapists Assistants...**
7. **Building Based Substitutes...**
8. **Full Time Tutors...**

**Positions added to the recognition clause effective the 2021-2022 school year will be granted all rights and benefits of the PSRP CBA. The parties shall continue to engage in negotiations to address unique working conditions and wages for the added classifications.**

**23. HOUSEKEEPING.** Amend Article I, Section A(1):

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

Intensive Instructional Paraprofessional positions shall include paraprofessionals hired to perform regular and continuing duties in the following substantially separate special education programs: Therapeutic Support Programs (K-12), In-district Public Day Programs (K-12), Intensive Autism Support Programs (K-12), and Life Skills Programs (K – 12), **Learning Skills Programs K-8, High School Academic Support Intensive Program,** as well as ~~Full-day Intensive and Intensive Integrated Special Education~~ Early Childhood Programs. Any one-to-one (1:1) paraprofessional position ~~currently receiving the “Extraordinary Duty” stipend under the previous contract shall be~~

~~converted to~~ be designated as a 1:1 Intensive Instructional Paraprofessional. ~~Selected~~ 1:1 paraprofessional positions are created for specific students who require the regular and continuous duties of an intensive instructional paraprofessional, per their IEP. ~~Such positions shall be designated by the Administrator of Special Education to be in the category of Intensive Instructional Paraprofessional.~~

**24. HOUSEKEEPING.** Amend Article I, Section A(2):

1. **Instructional Paraprofessionals.** All Instructional Paraprofessionals must be highly qualified. A paraprofessional is considered highly qualified if they possess an Associates Degree, have earned at least 48 credits toward a Bachelor's degree, or have passed the ParaPro Test. Instructional Paraprofessionals include the following job titles:

- a. Special Education **Instructional** Paraprofessional
- b. Bilingual Paraprofessional
- c. Kindergarten Paraprofessional
- d. Library Paraprofessional

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

**25. HOUSEKEEPING.** Amend Article II, Section A(1):

Tier	Job Category	Step 1	Step 2
<del>Tier 1</del> <b><u>Tier 2</u></b>	Special Education Intensive Instructional Paras  <b><u>1:1 Special Education Intensive Instructional Paras</u></b>		

<del>Tier 2</del> <b><u>Tier 2</u></b>	Instructional Paras  <b><u>Special Education</u></b> <b><u>Instructional Paras</u></b>  <b><u>School Aides</u></b>		
<del>Tier 3</del>	<b><u>School Aides</u></b>	-	-

**26. PARAPROFESSIONAL MEAL PERIODS.** Amend Article V, Section A(1):

*Length of Work Day.* The length of the work day for Paraprofessionals shall follow the daily schedule for the students they serve in the school to which the employee is assigned in a given year, including schools that have extended learning time hours. With the exception of Kindergarten Paraprofessionals' whose work day is shorter (between 3 and 3.9 hours a day) and Library Paraprofessionals this work day varies and in some cases may be up to 8 hours. The length of the work day for School Aides may vary, depending on their specific job assignment.

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

**Paraprofessionals shall receive a duty free, unpaid 30-minute lunch break each day, to be taken at a time other than the start of the school day or at the end of the school day.**

**27. WORK YEAR & PROFESSIONAL DEVELOPMENT.** Amend Article V, Section (A)(3):

The work year for both ~~Instructional and Intensive Instructional~~ Paraprofessionals shall be ~~185~~ **183** days, beginning with ~~four~~ **two**-days, paid orientation/professional development days **before the start of the student's school year** in addition to the 180 days of the student school year and including one additional day of professional development to be scheduled alongside one of the full-day professional development days scheduled for teachers. **The days worked prior to the beginning of the student school year shall include the staff-wide orientation days.** The scheduling of the work year shall align with the teacher schedule in any given year, to the best extent possible. The work year for paraprofessionals working in schools with a longer school year shall be the same as that established for the school.

Hours worked on **full-day and early release** professional development days shall be the same as a regular work day for each paraprofessional, **unless advance notice of at-least one month is given in order to align work hours with district-sponsored professional development activities. Paraprofessionals may be excused from the professional development that occurs outside of their regularly scheduled hours early on such days if they produce documentation of regularly scheduled hours for a second job or childcare needs which conflict with the professional development. The district will employ technology to the greatest extent possible to minimize the occurrences of this provision.**

~~The work year for School Aides shall be 181 days with one orientation/professional development day held at the beginning of the school year (to be scheduled alongside the other paraprofessionals in the school.~~

**28. LAYOFF NOTICE.** Amend Article V, Section C

1. For the purposes of layoff within the bargaining unit, the seniority shall be segmented by job category (e.g., Tier 1: Intensive Instructional, Tier 2: Instructional; and Tier 3: School Aides.
2. Employees shall be laid off by seniority within each list.
3. In the event of layoffs, and **prior to no later than June 30<sup>th</sup> September 1** of each year, the Committee, through the administration, shall determine by classification, the positions required for the forthcoming school year. Said positions shall be listed, and in accordance with seniority, each paraprofessional shall **be invited to** select a position within his or her classification.
4. Employees in one classification, who have been certified by the Superintendent as being qualified for a different classification, shall have the right to exercise their seniority on all lists on which they are so certified.

**29. DISPLACEMENT POOL.** Amend Article V, Section E:

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

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

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

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

**30. FAIR DISMISSAL.** Amend Article V, Section F:

No employee, having been continuously employed for more than one year, shall be disciplined or discharged without **good just cause.** **No employee, having been continuously employed for more than three years, shall be disciplined or discharged without just cause.**

**31. PARAPROFESSIONAL EVALUATIONS.** Amend Article V, Section G:

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

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

Reference to the paraprofessional having **successfully** addressed the area of concern, or not **addressed the concern,** must be **made documented in writing** when completing the final Evaluation Form.

**32. SAFETY CARE TRAINING & CERTIFICATION.** Amend Article V, Section K:

1. Paraprofessionals may access a complete description of the student discipline code available in the district/school student handbooks (on website) or through the school and/or district office.
2. School officials will inform paraprofessionals of the practices required to support a student's positive behavior intervention plan. In all cases, paraprofessionals are to maintain confidentiality of student information.
3. **Special Education Paraprofessionals are required to obtain Safety Care Certification. The District will provide the training.**

**33. MIDYEAR REASSIGNMENT FOR 1:1 ASSIGNMENTS.** Amend Article VI, Section A:

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

**34. JOB POSTINGS.** Amend Article 6, Section A(1):

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

**35. HOUSEKEEPING.** Amend Article VI, Section B(4):

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

**36. PERSONAL DAY COURTESY NOTICE:** Amend Article VII, Section C:

Two (2) personal days per school year may be used by each employee, without being charged to sick leave. **Whenever possible, three school days written notice shall be given to the School Principal.**



**Signatures**

**For the Salem School Committee**

\_\_\_\_\_.

*Kim Driscoll, Mayor of Salem*

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

**For the Salem Teachers Union**

\_\_\_\_\_.

*Ann Berman, STU President.*

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

## Appendix A

### Housekeeping Subcommittee Recommendations

#### Teacher Bargaining Unit

##### General:

- Remove anachronistic provisions throughout the agreement.
- Move to gender neutral pronouns throughout the agreement to the greatest extent possible.
- Link to referenced forms throughout the agreement to the greatest extent possible.

##### Specific:

1. Remove reference to Catherine Connelly (Article 1 Section A)
2. Change the term “STU members” to “Bargaining unit members.” (Article 5 Section A(4)(a))
3. Amend funeral leave to cover “spouse or life partner.” (Article 5 Section B(9))
4. Remove redundant maternity leave language. (Article 5 Section C(4))
5. Replace the term “Trainable classes” with more appropriate terminology. (Article VI Section A)
6. Remove confusing/inaccurate provision. (Article 6 Section B(2)(d))
7. Remove reference to teacher aide for science department (Article 6 Section B(3)(g))
8. Remove provision regarding “Activity Program.” (Article 6 Section B(4)(g))
9. Remove provision regarding pay telephone (Article 6 Section H(4))
10. Remove provision regarding school overcrowding. (Article 6 Section H(6))
11. Replace provision with an updated reference to employee assistance program. (Article 6 Section H(11))
12. Remove provision regarding telephone access. (Article 6 Section H(14))
13. Replace provision with more general digital privacy of teacher files (Article 6 Section L)
14. Rename provision “Reduction in Force.” (Article 6 Section N)
15. Remove redundant sentence “Following this,...force occurs, including.” (Article 6 Section N(1))
16. Remove SC approval of resignations. (Article 6 Section S)
17. Change “Quarterly” to more general “end-of-term.” (Article 6 Section U)
18. Remove provision on Job Selection Process (Article 7 Section D)
19. Replace information to Union with post-Janus update (Article 9 Section D)

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

20. Replace Authorized Dues Deduction language with more general statement (Article 9 Section H)

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

21. Remove Agency Fee provision (Article 9 Section I)
22. Remove Union Telephone Provision (Article 9 Section K)

#### Side Letters/Appendices

1. Remove “Side Letter on Inclusion”
2. Remove Appendix F: MOA re: Salem Community Charter School
3. Remove Appendix H: MOA re: Contract Settlement 2015-2016
4. Remove “Side Letter Professional Improvement/Parent Conferences”
5. Remove “Letter of Understanding Draft Reorganization Plan”
6. Remove “Letter of Understanding Job Pool”
7. Replace “Letter of Understanding Health Insurance” with updated PEC agreement
8. Remove “Philosophies and Programs Present at the New School at the Saltonstall”
9. Remove Side Agreement on subcommittee referrals from June 2016
10. Add appendix listing active labor management committees and subcommittees

## **PSRP Bargaining Unit**

### General:

- Change title of bargaining unit from “Paraprofessional” to “Paraprofessional and School Related Personnel”
- Remove anachronistic provisions throughout the agreement.
- Move to gender neutral pronouns throughout the agreement to the greatest extent possible.
- Link to referenced forms throughout the agreement to the greatest extent possible.

### Specific:

1. Remove references to “extraordinary duty” as out of date. (Article 1 Section A(1))
2. Remove references to bilingual paraprofessionals as out of date (Article 1 Section A(2))
3. Remove grandfathered employees who left the district (Article 3 Section A(I))
4. Amend funeral leave to cover “spouse or life partner.” (Article 7 Section E)
5. Replace Authorized Dues Deduction language with more general statement (Article 9 Section A)

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

6. Remove Agency Fee provision (Article 9 Section B)
7. Remove reference to “office paraprofessionals” as out of date. Appendix A
8. Add language mirroring the religious holidays provision of the Teacher CBA. (Article 5 Section B(9) of Teacher CBA)

### Side Letters/Appendices

1. Replace Letter of Understanding “Paraprofessionals Health Insurance” with PEC agreement.
2. Remove “Philosophies and Programs Present at the New School at the Saltonstall”

## Appendix B

### **SIDE LETTER OF AGREEMENT - STATEMENTS OF SHARED INTERESTS**

During negotiations for successor collective bargaining agreements, the Salem Teachers Union (Union) and the Salem School Committee (Employer) developed the following joint statements of interest, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

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

9. **Building Security.** Administration will work on a district-wide procedure that would require staff at all schools to wear SPS Identification badges and to swipe/scan and display them upon entering the building. The Administration will continue to review and explore this issue with respect to students. The EMPLOYER shall also address the following concerns regarding open doors; visitors; and staff from partner agencies (i.e. boys/girls club, LEAP)
10. **Professional Development Related Childcare.** The parties understand the benefit and value of having all staff be able to attend professional development opportunities. To that end, principals and other administrators will engage in a dialog with paraprofessionals to see if there are childcare supports available when there is early release for students and professional development.

## Appendix C

### **SIDE LETTER OF AGREEMENT - ENFORCEABLE COMMITMENTS**

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

1. **Innovation Plan Amendments.** Prior to the beginning of the 2021-2022 school year, any provisions of this side letter or the successor CBA which contradict the terms of an Innovation Plan shall be offered to the staff at relevant innovation schools as potential amendments to the innovation plan.
2. **Teach for America.** During the 2021-2022, 2022-2023, and 2023-2024 school years, the EMPLOYER will update the UNION with an update regarding the district’s use of the Teach for America program including the placement and retention of Teach for America Fellows. During the 2023-2024 school year, the parties will meet to discuss the use of the program.
3. **Outdoor Spaces.** Prior to the beginning of the 2022-2023 school year, outdoor spaces for community school use will be established at each school, where feasible.
4. **Substitute Rates.** The issues of daily rates for substitute teachers and nurses will be referred to the school committee personnel subcommittee for analysis, discussion and action.
5. **Conflict Resolution.** Prior to January 1, 2022, the school committee will update their policy on harassment to include clear procedures for reporting instances of harassment and hostile working conditions caused by other staff, supervisors, students, parents or other individuals. The parties share a goal of creating support for impacted individuals in order to resolve conflict in a positive and healthy manner.
6. **Remote Instruction.** The parties agree to use the lessons learned and experience gained in remote instruction to support students who require home/hospital care due to medical needs. During the 2021-2022 school year, the parties will institute a pilot program regarding remote teaching and learning, consistent with the following principles. The parties will continue to meet to negotiate the applicable language for the program:
  - a. Students will qualify for remote instruction via a documented Home-Hospital tutoring form and the applicable state regulations.
  - b. A remote instruction plan for each eligible student will be developed by relevant educators and building administrators, and will be based on instructions from the healthcare provider.

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



**Appendix D**  
**PSRP Wage Scales**

\*Wage scales presented are estimates and may be subject to slight change due to rounding differences\*

Paraprofessionals

<b>Effective 2021-2022</b>		
<b>Annual (Based on 185 Work Days, 6 Holidays, 6 Hours Per Day+ 25 Hours)</b>		
	<b>Tier I</b>	<b>Tier II</b>
<b>Step 1</b>	\$21,298.73	\$23,216.62
	\$18.19/Hr	\$19.83/Hr
<b>Step 2</b>	\$21,831.20	\$23,796.01
	\$18.64/Hr	\$20.32/Hr

<b>Effective 2022-2023</b>		
<b>Annual (Based on 185 Work Days, 6 Holidays, 6 Hours Per Day+ 25 Hours)</b>		
	<b>Tier 1</b>	<b>Tier 2</b>
<b>Step 1</b>	\$23,149.37	\$25,232.81
	\$19.77/Hr	\$21.55/Hr
<b>Step 2</b>	\$23,728.10	\$25,863.63
	\$20.26/Hr	\$22.09/Hr

<b>Effective 2023-2024</b>		
<b>Annual (Based on 185 Work Days, 6 Holidays, 6 Hours Per Day+ 25 Hours)</b>		
	<b>Tier 1</b>	<b>Tier 2</b>
<b>Step 1</b>	\$25,000.00	\$27,500.00
	\$21.35/Hr	\$23.48/Hr
<b>Step 2</b>	\$25,625.00	\$28,187.50
	\$21.88/Hr	\$24.07/Hr

Behavior Specialists

<b>Effective 2021-2022 (Hourly)</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$23.00	\$23.71
<b>2</b>	\$25.47	\$26.26
<b>3</b>	\$27.94	\$28.81
<b>4</b>	\$30.41	\$31.36
<b>5</b>	\$32.89	\$33.90

<b>Effective 2022-2023 (Hourly) – 2% increase</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$23.46	\$24.18
<b>2</b>	\$25.98	\$26.78
<b>3</b>	\$28.50	\$29.38
<b>4</b>	\$31.02	\$31.98
<b>5</b>	\$33.54	\$34.58

<b>Effective 2023-2024 (Hourly) – 2% increase</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$23.93	\$24.67
<b>2</b>	\$26.50	\$27.32
<b>3</b>	\$29.07	\$29.97
<b>4</b>	\$31.64	\$32.62
<b>5</b>	\$34.22	\$35.27

Tutors

Effective 2021-2022 (Hourly)		
Step	Tier I (No BA)	Tier II (BA)
1	\$24.50	\$25.50
2	\$25.14	\$26.14
3	\$25.93	\$26.67

Grandfathered Employee: \$35.00/hr

Effective 2022-2023 (Hourly) – 2% increase		
Step	Tier I (No BA)	Tier II (BA)
1	\$24.99	\$26.01
2	\$25.64	\$26.66
3	\$26.45	\$27.20

Grandfathered Employee: \$35.70/hr

Effective 2023-2024 (Hourly) – 2% increase		
Step	Tier I (No BA)	Tier II (BA)
1	\$25.49	\$26.53
2	\$26.16	\$27.20
3	\$26.98	\$27.75

Grandfathered Employee: \$36.41/hr

Speech Language Pathology Assistants

<b>Effective 2021-2022 (Hourly)</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$34.52	\$36.34
<b>2</b>	\$35.56	\$37.43
<b>3</b>	\$36.98	\$38.93

Grandfathered Employee: \$43.83/hr

<b>Effective 2022-2023 (Hourly) – 2% increase</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$35.21	\$37.07
<b>2</b>	\$36.27	\$38.18
<b>3</b>	\$37.72	\$39.71

Grandfathered Employee: \$44.70/hr

<b>Effective 2023-2024 (Hourly) – 2% increase</b>		
<b>Step</b>	<b>Tier I (No BA)</b>	<b>Tier II (BA)</b>
<b>1</b>	\$35.91	\$37.81
<b>2</b>	\$37.00	\$38.94
<b>3</b>	\$38.48	\$240.50

Grandfathered Employee: \$45.59/hr

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the Salem School Committee ("EMPLOYER") and the Teacher Chapter of the Salem Teachers Union, Local 1258 American Federation of Teachers, AFT Massachusetts, AFL-CIO ("UNION").

### **RECITALS**

- A. The EMPLOYER and the FEDERATION are parties to a Collective Bargaining Agreement for the period of September 1, 2019 through and including August 31, 2020.
- B. The duly-authorized representatives of the EMPLOYER and the duly authorized representatives of the FEDERATION have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- C. Said representatives of the EMPLOYER and the FEDERATION have, subject to ratification by the membership of the COMMITTEE and the FEDERATION, agreed to a successor agreement for the period of September 1, 2019 through and including August 31, 2024.

### **AGREEMENT**

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

#### **1. PRIOR AGREEMENT AND DURATION:**

- A. The Collective Bargaining Agreement in effect for the period September 1, 2019 through and including August 31, 2020, shall be in full force and effect for the period September 1, 2020 through and including August 31, 2021, except as modified by this MEMORANDUM OF AGREEMENT.
- B. The Collective Bargaining Agreement in effect for the period of September 1, 2020 through and including August 31, 2021 shall be in full force and effect for the period of September 1, 2021 through and including August 31, 2024 except as modified by this MEMORANDUM OF AGREEMENT.
- C. The changes set forth herein are effective September 1, 2020 unless otherwise specified.
- D. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement consisting of the 2020-2021 and 2021-2024 Agreements.

- 2. **HOUSEKEEPING UPDATE.** Fix any typographical errors discovered during the proofreading of the new collective agreement by mutual agreement. Fix any formatting inconsistencies by mutual agreement.

**3. ADMINISTRATIVE SUBCOMMITTEE RECOMMENDATIONS.** Appendix A:

The changes to the Teacher and PSRP CBAs recommended by the administrative subcommittee (Appendix A) will be incorporated into the appropriate CBA.

**4. SIDE LETTER RE: STATEMENTS OF SHARED INTEREST.** Appendix B:

The parties have developed the joint statements of interest found in the side letter of agreement in Appendix B, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

**5. SIDE LETTER RE: ENFORCEABLE AGREEMENTS.** Appendix C:

The parties have reached agreements on the items found in the side letter of agreement in Appendix D, not to be incorporated into the collective bargaining agreement, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The steps outlined below are subject to grievance and arbitration procedures, but further details or subsequent steps are not. The parties will meet regularly to discuss progress being made to achieve the provisions.

**6. COMPENSATION.**

*School Year 20-21*

- 1% increase to all steps and columns on the last day of the year
- Signing bonus of \$500.00 per employee upon ratification

*School Year 21-22*

- 1.75% increase to all steps excluding step 13
- 2.5% increase to step 13

*School Year 22-23*

- 1.75% increase to all steps excluding step 13
- 2.75% increase to step 13

*School Year 23-24*

- 2.0% increase to all steps excluding step 13
- 3.0% increase to step 13
- 0.5% increase to all steps and columns on last day of the year

See pay tables in Appendix D.

**7. FILTERED WATER.** New Provision:

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

**8. BUILDING HEALTH AND SAFETY.** New Provision:

Section 1. The employer shall annually inspect and treat, if necessary, each worksite for hazardous conditions.

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

Section 3. The Employer shall schedule at least one (1) training per year to address safety concerns identified by the Joint Labor-Management Committee on Safety and/or the concerns identified by the Safety Survey. The training shall be offered to all bargaining unit employees and all shall be compensated for any hours spent at the training outside of the contractual workday.

**9. SCHOOL OPERATIONS COMMITTEE.** New Provision:

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

**10. DATES TO AVOID.** New Provision:

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

**11. CLASSROOM SUPPLIES.** New Provision:

**The EMPLOYER shall provide bargaining unit employees with supplies to educate the students of Salem.**

**12. ACCESS TO TECHNOLOGY. New Provision:**

**All employees shall be provided with technology to perform their job responsibilities, such as assisting students to complete work on technology and contractual employment obligations, such as viewing evaluation materials on TeachPoint.**

**13. BILINGUAL/BILITERATE STIPEND. New Provision:**

**Active employees and new employees who are certified or deemed to be bilingual/biliterate via employer approved certification process and/or test shall receive an annual stipend of one thousand dollar (\$1,000.00). The expectation is that employees that receive this stipend will support building-based and district wide multilingual communication needs**

**14. JOB POSTINGS. Create a new provision:**

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

**15. SCHOOL LEADERSHIP SUPPORT. Create a new provision:**

**Section 1. The Employer shall maintain a program to mentor bargaining unit members, who wish to enter school leadership positions.**

**Section 2. The Committee agrees to pay up to \$1500 towards tuition at Salem State University (or other District approved college or university) for participation in the Teacher Leader Certification program. The \$1500 of funding related to this program is not considered to be part of the tuition reimbursement pool found in Article VI(X) of this Agreement.**

**Section 3. The goal of the program is to support career advancement within the current STU membership and to support diversity within the Salem Public Schools.**

**Section 4. All members are encouraged to apply to this program. The teachers will be selected by the Superintendent or designee with a focus on diverse candidates. One placement in the program will be reserved for the most senior applicant. Additional selections of teachers for participation in this program is at the sole discretion of the Superintendent or designee and shall not be subject to the grievance procedure; however, the Employer agrees to fund at least one applicant each year. The parties acknowledge the importance of developing leaders within each school community and will strive to achieve equitable participation in the program from among the district's schools.**



**Section 5. The participating teachers will be required to pay for the cost of books and/or any other fees (with the exception of \$1500 towards tuition) associated with the program. Teachers may also seek reimbursement for tuition and fees in excess of the \$1500 via Article VI (X) of this Agreement. The awarding of credit for participation in the program will be the sole responsibility of the college or university.**

**Section 6. The parties acknowledge the mutual benefit of internal leadership development and will strive to place program participants in positions of increased responsibility and to support the career advancement of program participants.**

**16. REGIONAL SCHOOLS COOPERATION.** Create a new provision:

**The District will work with other Massachusetts school districts to provide opportunities for students in Salem and students for other school districts to enroll in electives at other Massachusetts public high schools (including Salem High School). The enrollment of students from other Massachusetts public high schools in electives at Salem High School will not exceed the agreed to class size limitations per Article VI(A)(1).**

**17. NEW EMPLOYEE HIRING CREDITS.** Amend Article III, Section B:

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

**18. POSITION DIFFERENTIAL HOUSEKEEPING.** Amend Article III, Section J (1):

1a. The differential for the following counselors, coordinators and nurses shall be three thousand dollars (\$3,000) per year.

**~~1b. Effective as of the beginning of the 2007-2008 work year for Counselors and Coordinators, and nurses said differential shall be three thousand dollars (\$3000.00)~~**

- Adjustment Counselor
- ~~Community Outreach Coordinator~~
- ~~Conflict Resolution Coordinator~~

- ~~Curriculum Coordinator~~
- World Language Coordinator
- Guidance Counselor
- ~~Hawthorne Coordinator~~
- Health Coordinator
- Music Coordinator
- Nurses
- ~~Nurse Coordinator~~
- ~~Out of District Psychologist/Coordinator~~
- ~~Psychologist/Coordinator~~
- ~~Reading Recovery Coordinator~~
- ~~Technology Integration Specialist~~
- Instructional Coaches

**19. SCHEDULING ADDITIONAL WORK TIME.** Amend Article III, Section 2:

~~2a. Hours of Counselors, Coordinators and Nurses include working a week before school opens, a week after school closes, parental conferences, and a defined work day commencing with the teacher work day to one half hour after the close of school, Monday through Thursday. The time for guidance counselors may be adjusted to additional time before school as long as Guidance Services are available up to one half hour after school closes, Monday through Thursday, by Counselors and Coordinators. These schedules will be arranged with the Director of Guidance.~~

~~2b. Effective with the 2008-2009 work year, the~~ The hours of these positions ~~Counselors, Coordinators and Nurses~~ include working seven additional days over the summer vacation that will be mutually scheduled between the supervisor and member. ~~four (4) days before school opens, three 3 days after school closes,~~ parental conferences, and a defined work day commencing with the teacher work day to one-half hour after the close of school, Monday through Thursday. The time for Guidance Counselors may be adjusted to additional time before school as long as Guidance Services are available up to one-half hour after school closes, Monday through Thursday by Counselors and Coordinators. These schedules will be arranged with The Director of Guidance/College & Career Center.

**20. STIPENDS FOR TEACHER LEADERSHIP AND SCHOOL SUPPORT ROLES.**

Amend Article III, Section N(2):

The Superintendent and/or school principals may identify additional teacher leadership or other school support roles for which teachers may receive a stipend. ~~These roles may include, but are not limited to stipends paid for the following:~~

- ~~MCAS Facilitators~~
- ~~Instructional Leadership Team~~
- ~~Kindergarten Screening~~
- ~~Mentor Facilitator~~
- ~~PBIS~~
- ~~School Based Technology Facilitators~~
- ~~Webmaster~~
- ~~Other school-based roles as needed~~

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

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

**21. TEACHER LEADERS HOUSEKEEPING.** Amend Article III, Section T:

~~Teacher Leaders shall work a teacher's day and a teacher's year. The position shall be posted. Teacher Leaders shall receive a differential of \$500.~~

**22. SALTONSTALL SICK DAYS.** Amend Article V, Section A(1):

Every member of the Bargaining Unit shall be granted 1.5 days of leave at the commencement of each month of service to a maximum of fifteen (15) days per school year for the purpose of absences caused by illness. ~~Teachers at the Saltonstall School shall be entitled to a maximum of sixteen and one half (16.5) days per school year.~~ Such leave not used in the year of service shall be accumulated for use in subsequent years.

**23. PERSONAL DAY NOTIFICATION.** Amend Article V, Section B(1):

Teachers will be allowed to utilize three (3) days per year for unrestricted personal business not taken before or after a holiday or vacation period. ~~Whenever possible,~~

three schools days written notice shall be given to the School Principal, or in the case of teachers assigned to multiple schools, to the Superintendent of Schools (or designee). The three day notice may be waived in extraordinary circumstances.

## 24. HIGH SCHOOL SCHEDULE. Article VI, Section B(3):

Grades 9-12

- a. A full teacher schedule consists of a maximum of five (5) teaching blocks, two (2) preparation blocks ~~(1 per day)~~ and one (1) administrative block over an ~~two (2) day~~ eight (8) block cycle. Teachers will be guaranteed at least one (1) preparation period per day. Teachers will have a maximum of three (3) teaching blocks on any day. All teachers will have an assignment during homeroom time.
- b. ~~Department heads shall have 3 periods for departmental work and one for preparation daily in the major areas of English, Math, Modern Languages, Business, Science, Social Studies and Technology Education.~~
- c. In a typical five (5) day week, the High School daily schedule shall consist of four days of six (6) periods of equal length and one (1) day of eight (8) periods of equal length ~~four (4) blocks a day with homeroom period(s) or extended blocks scheduled during the week.~~ All days will have a thirty (30) minute duty-free lunch. ~~Staff will have the right to continue to look at the best use of the homeroom time.~~
- d. During a full five (5) day week, there shall normally be four (4) administrative periods. At least one (1) of the full length administrative days shall be for teacher led common planning time, at least one (1) of the full length administrative periods shall be for administrator led/coaching, and up to two (2) shall be for duties.
- e. In addition to the class periods outlined above, a "flex" block may be inserted into the schedule, not to exceed one hundred twenty (120) minutes per week. During a "flex" block teachers will not be responsible for lesson preparation and planning or grading associated with the "flex" block. Educator expectations related to attendance shall be limited to taking student attendance and reporting it in ASPEN (or other similar education management software as provided by the EMPLOYER).
- f. Whenever possible, first year teachers will not be required to teach more than two (2) teaching preparations at any one time.
- g. No members of the staff shall be required to teach more than three (3) preparations at any one time.
- h. Teachers who agree to take on additional teaching/administrative blocks beyond what is previously mentioned in the paragraph above shall receive regular compensation equal to (1/8) times their appropriate placement upon the basic salary schedule for each additional block they are assigned in lieu of a preparation block. Teacher approval is required.
- i. A Teacher Aide shall be provided to the Science Department to assist in lab preparations. The time allotted shall be three (3) hours per day.
- j. The parties acknowledge that the contractual work day at Salem High School may need to be extended in order to accommodate the increased passing times associated with the move away from block scheduling. Should the day be extended beyond the contractually outlined work day, employees will no longer be

**responsible for “day back” requirements. Under no circumstances will the work day be extended by more than seventy-two (72) minutes per week.**

**25. THANKSGIVING EARLY RELEASE.** Amend Article VI, Section F(1):

However, 185 school days shall be scheduled in the School Calendar; such 5 additional days may be utilized by the Committee to insure the attainment of the required 180 days aforementioned. School sessions shall be suspended on Saturdays, Sundays and the following holidays and vacations: Columbus Day; Veteran’s Day; Thanksgiving Recess (from ~~noon of the~~ **an early release on** Wednesday prior to Thanksgiving **following the district’s posted early release schedule** until the following Monday); Christmas Recess (beginning no later than the close of school on December 23 and ending no sooner than January 2); Martin Luther King Day; Winter Recess (the week of Washington’s Birthday); Good Friday; Spring Recess (the week of Patriots’ Day); Memorial Day. Whenever any of the aforesaid holidays falls on a Sunday, schools shall not be in session on the following Monday.

**26. HIGH SCHOOL START TIME.** Amend Article VI(G)(3):

**Shift the start time for Salem High School later by 30-60 minutes for the start of the 2021-2022 school year.**

*Current start time:*

*Students—7:24am – 2:02pm*

*Teachers—7:12am - 2:05pm*

**27. STAFF MEETINGS.** Amend Article VI, Section 5(a):

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

**28. CULTURALLY RESPONSIVE LIBRARY COLLECTIONS.** Amend Article 6, Section H(12):

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

**29. GRADING.** Add a new section Article VI, Section U(3):

**The parties acknowledge the educational benefit to regular and timely feedback. Teachers shall be responsible for entering grades into the online grading system within ten (10) school days of submission**

**30. TUITION REIMBURSEMENT.** Amend Article VI, Section X:

1. All teachers are eligible for course reimbursement for courses taken at an accredited college or university. Total reimbursement allowed for tuition and fees per course shall be six hundred dollars (\$600).
  - a. Effective September 1, 2016, the maximum amount to be expended shall be sixty thousand dollars (\$60,000). This amount shall cover regular tuition reimbursement as well as incentive payments.
  - b. Incentive for courses related to High Needs Students and District Need. Salem must ensure all existing core academic teachers with at least one English Language Learner obtain SEI endorsement according to the requirements as determined by the Department of Education, and since ELL students are a growing population in our district, SPS views this as a priority. SPS is also committed to supporting teachers in taking courses related to high need students or other key needs of the district. While it is a professional responsibility of individual teachers to maintain required certifications and endorsements and additional courses on their own, SPS will offer an additional incentive of \$500 (above and beyond the total allowed \$600 course reimbursement) to those who go beyond the minimum required DESE endorsement to obtain additional credits from a list of courses that relate to priority topics and high need population in Salem Public Schools. The Superintendent will publish a list of courses/parameters that are eligible for this benefit by May 1<sup>st</sup> of every year. Teachers will be eligible for a maximum of 2 courses within a single school year for this incentive. If the employee leaves the district within the first 3 years after having received compensation for a course, the teacher shall return to the district payment equivalent to the total of all tuition reimbursement and incentive reimbursements received during the three years prior to taking the last course. Any tuition and/or incentive payments that were disbursed within the last three years from the date of termination/resignation will be returned to the district.
  - c. Teachers will be paid in full for their first course, unless the total cost exceeds the maximum amount in which case, the teachers shall be reimbursed proportionately. **Tuition reimbursement shall be disbursed in the order in which requests are received, subject to approval, until the cap is met.**
  - d. The tuition reimbursement year shall be July 1 to June 30. ~~Teachers shall be reimbursed for their courses no earlier than the first pay check of the following school year; but no later than October 31.~~
  - e. Request for reimbursement shall be submitted to the Superintendent of schools or to his/her designee for approval, prior to the taking of the course. Such request shall be submitted upon a form provided by the Superintendent of Schools. Teachers are responsible for submitting all of the information on the tuition reimbursement form before the course is approved. **Any course that commences prior to approval shall**

**not be eligible for reimbursement. Written notification of course approval shall occur within two (2) weeks of submission.**

- f. Teachers must receive a B, or better in order to qualify for reimbursement. Proof of the grade must be submitted prior to the award of reimbursement.
- g. ~~Teachers are responsible for submitting all of the information on the tuition reimbursement form before the course is approved.~~
- h. ~~All proof of grades and other associated requested information shall be submitted to the Superintendent or his/her designee prior to June 15 of each year in order to be eligible for reimbursement in July. Reimbursement shall be made only for a course taken the preceding tuition reimbursement year. Proof of course completion and proof of payment (tuition and obligatory fees) must be submitted no later than 30 days after completion of the course. Evidence of satisfactory completion of course at an accredited institution of higher learning and a signed statement by the applicant indicating any and all rebates, discounts, scholarships or other means by which his or her actual tuition costs were reduced shall also be required. In no event shall reimbursement for tuition and obligatory fees for any course exceed the net costs to the applicant. Reimbursement shall be made within thirty (30) days of receipt of evidence of payment and a transcript from the institution of higher learning indicating satisfactory completion of the course per (f) above.~~

**31. GRIEVANCE PROCEDURE.** Amend Article 8, Section A:

A “grievance” shall mean a complaint (1) that there has been, as to a teacher, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement; **or (2) a violation of any provision of an innovation school plan;** or **(3)** that a teacher has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, as related to this document, except that the term “grievance” shall not apply to any matter as to which the Committee is without authority to act. As used in this article, the term “person” or “teacher” shall mean also a group of teachers having the same grievance.

**32. EVALUTATION PROCEDURE AMENDMENT.** Amend Appendix D, Section J:

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

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

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

Reports giving an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the online evaluation system.

No Educator previously rated Proficient or Exemplary overall may have his/her overall rating lowered through a Formative Assessment unless the following process has occurred:

The Supervising or Primary Evaluator must first have noted at least three (3) classroom observations in the district's online system during the evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback.

The observations must be 15 minutes in length and must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

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

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



**Signatures**

**For the Salem School Committee**

\_\_\_\_\_.

*Kim Driscoll, Mayor of Salem*

*Date*

**For the Salem Teachers Union**

\_\_\_\_\_.

*Ann Berman, STU President.*

*Date*

## Appendix A **Housekeeping Subcommittee Recommendations**

### **Teacher Bargaining Unit**

#### General:

- Remove anachronistic provisions throughout the agreement.
- Move to gender neutral pronouns throughout the agreement to the greatest extent possible.
- Link to referenced forms throughout the agreement to the greatest extent possible.

#### Specific:

1. Remove reference to Catherine Connelly (Article 1 Section A)
2. Change the term “STU members” to “Bargaining unit members.” (Article 5 Section A(4)(a))
3. Amend funeral leave to cover “spouse or life partner.” (Article 5 Section B(9))
4. Remove redundant maternity leave language. (Article 5 Section C(4))
5. Replace the term “Trainable classes” with more appropriate terminology. (Article VI Section A)
6. Remove confusing/inaccurate provision. (Article 6 Section B(2)(d))
7. Remove reference to teacher aide for science department (Article 6 Section B(3)(g))
8. Remove provision regarding “Activity Program.” (Article 6 Section B(4)(g))
9. Remove provision regarding pay telephone (Article 6 Section H(4))
10. Remove provision regarding school overcrowding. (Article 6 Section H(6))
11. Replace provision with an updated reference to employee assistance program. (Article 6 Section H(11))
12. Remove provision regarding telephone access. (Article 6 Section H(14))
13. Replace provision with more general digital privacy of teacher files (Article 6 Section L)
14. Rename provision “Reduction in Force.” (Article 6 Section N)
15. Remove redundant sentence “Following this,...force occurs, including:” (Article 6 Section N(1))
16. Remove SC approval of resignations. (Article 6 Section S)
17. Change “Quarterly” to more general “end-of-term.” (Article 6 Section U)
18. Remove provision on Job Selection Process (Article 7 Section D)
19. Replace information to Union with post-Janus update (Article 9 Section D)

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

20. Replace Authorized Dues Deduction language with more general statement (Article 9 Section H)

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

21. Remove Agency Fee provision (Article 9 Section I)
22. Remove Union Telephone Provision (Article 9 Section K)

#### Side Letters/Appendices

1. Remove “Side Letter on Inclusion”
2. Remove Appendix F: MOA re: Salem Community Charter School
3. Remove Appendix H: MOA re: Contract Settlement 2015-2016
4. Remove “Side Letter Professional Improvement/Parent Conferences”
5. Remove “Letter of Understanding Draft Reorganization Plan”
6. Remove “Letter of Understanding Job Pool”
7. Replace “Letter of Understanding Health Insurance” with updated PEC agreement
8. Remove “Philosophies and Programs Present at the New School at the Saltonstall”
9. Remove Side Agreement on subcommittee referrals from June 2016
10. Add appendix listing active labor management committees and subcommittees

## **PSRP Bargaining Unit**

### General:

- Change title of bargaining unit from “Paraprofessional” to “Paraprofessional and School Related Personnel”
- Remove anachronistic provisions throughout the agreement.
- Move to gender neutral pronouns throughout the agreement to the greatest extent possible.
- Link to referenced forms throughout the agreement to the greatest extent possible.

### Specific:

1. Remove references to “extraordinary duty” as out of date. (Article 1 Section A(1))
2. Remove references to bilingual paraprofessionals as out of date (Article 1 Section A(2))
3. Remove grandfathered employees who left the district (Article 3 Section A(I))
4. Amend funeral leave to cover “spouse or life partner.” (Article 7 Section E)
5. Replace Authorized Dues Deduction language with more general statement (Article 9 Section A)

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

6. Remove Agency Fee provision (Article 9 Section B)
7. Remove reference to “office paraprofessionals” as out of date. Appendix A
8. Add language mirroring the religious holidays provision of the Teacher CBA. (Article 5 Section B(9) of Teacher CBA)

### Side Letters/Appendices

1. Replace Letter of Understanding “Paraprofessionals Health Insurance” with PEC agreement.
2. Remove “Philosophies and Programs Present at the New School at the Saltonstall”

## Appendix B

### **SIDE LETTER OF AGREEMENT - STATEMENTS OF SHARED INTERESTS**

During negotiations for successor collective bargaining agreements, the Salem Teachers Union (Union) and the Salem School Committee (Employer) developed the following joint statements of interest, based on “Bargaining for the Common Good”. These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

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

9. **Building Security.** Administration will work on a district-wide procedure that would require staff at all schools to wear SPS Identification badges and to swipe/scan and display them upon entering the building. The Administration will continue to review and explore this issue with respect to students. The EMPLOYER shall also address the following concerns regarding open doors; visitors; and staff from partner agencies (i.e. boys/girls club, LEAP)
10. **Professional Development Related Childcare.** The parties understand the benefit and value of having all staff be able to attend professional development opportunities. To that end, principals and other administrators will engage in a dialog with paraprofessionals to see if there are childcare supports available when there is early release for students and professional development.

## Appendix C

### **SIDE LETTER OF AGREEMENT - ENFORCEABLE COMMITMENTS**

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

1. **Innovation Plan Amendments.** Prior to the beginning of the 2021-2022 school year, any provisions of this side letter or the successor CBA which contradict the terms of an Innovation Plan shall be offered to the staff at relevant innovation schools as potential amendments to the innovation plan.
2. **Teach for America.** During the 2021-2022, 2022-2023, and 2023-2024 school years, the EMPLOYER will update the UNION with an update regarding the district’s use of the Teach for America program including the placement and retention of Teach for America Fellows. During the 2023-2024 school year, the parties will meet to discuss the use of the program.
3. **Outdoor Spaces.** Prior to the beginning of the 2022-2023 school year, outdoor spaces for community school use will be established at each school, where feasible.
4. **Substitute Rates.** The issues of daily rates for substitute teachers and nurses will be referred to the school committee personnel subcommittee for analysis, discussion and action.
5. **Conflict Resolution.** Prior to January 1, 2022, the school committee will update their policy on harassment to include clear procedures for reporting instances of harassment and hostile working conditions caused by other staff, supervisors, students, parents or other individuals. The parties share a goal of creating support for impacted individuals in order to resolve conflict in a positive and healthy manner.
6. **Remote Instruction.** The parties agree to use the lessons learned and experience gained in remote instruction to support students who require home/hospital care due to medical needs. During the 2021-2022 school year, the parties will institute a pilot program regarding remote teaching and learning, consistent with the following principles. The parties will continue to meet to negotiate the applicable language for the program:
  - a. Students will qualify for remote instruction via a documented Home-Hospital tutoring form and the applicable state regulations.
  - b. A remote instruction plan for each eligible student will be developed by relevant educators and building administrators, and will be based on instructions from the healthcare provider.

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



**Appendix D**  
**Teacher Wage Scales**

\*Wage scales presented are estimates and may be subject to slight change due to rounding differences\*

<b>Effective 2020-2021 (Last Day) 1.0% Increase</b>								
	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
<b>1</b>	\$48,650.69	\$49,954.60	\$51,453.44	\$52,765.43	\$54,077.42	\$55,388.40	\$56,884.21	\$58,435.57
<b>2</b>	\$50,730.28	\$52,038.23	\$53,534.04	\$54,841.99	\$56,703.42	\$57,460.92	\$58,959.76	\$60,513.14
<b>3</b>	\$52,799.77	\$54,109.74	\$55,614.64	\$56,923.60	\$58,126.51	\$59,536.47	\$61,039.35	\$62,594.75
<b>4</b>	\$54,884.41	\$56,190.34	\$57,686.15	\$59,004.20	\$60,310.13	\$61,619.09	\$63,122.98	\$64,673.33
<b>5</b>	\$56,961.98	\$58,269.93	\$59,760.69	\$61,078.74	\$62,390.73	\$63,702.72	\$65,201.56	\$66,751.91
<b>6</b>	\$59,039.55	\$60,349.52	\$61,853.41	\$63,157.32	\$64,470.32	\$65,781.30	\$67,280.14	\$68,830.49
<b>7</b>	\$61,117.12	\$62,430.12	\$63,927.95	\$65,235.90	\$66,546.88	\$67,861.90	\$69,359.73	\$70,911.09
<b>8</b>	\$63,714.84	\$65,088.44	\$66,656.97	\$68,025.52	\$69,398.11	\$70,772.72	\$72,341.25	\$73,891.60
<b>9</b>	\$66,310.54	\$67,745.75	\$69,384.98	\$70,816.15	\$72,248.33	\$73,684.55	\$75,321.76	\$76,872.11
<b>10</b>	\$68,907.25	\$70,404.07	\$72,112.99	\$73,604.76	\$75,098.55	\$76,596.38	\$78,303.28	\$79,852.62
<b>11</b>	\$71,503.96	\$73,061.38	\$74,841.00	\$76,395.39	\$77,948.77	\$79,507.20	\$81,283.79	\$82,833.13
<b>12</b>	\$74,099.66	\$75,720.71	\$77,568.00	\$79,184.00	\$80,800.00	\$82,419.03	\$84,265.31	\$85,814.65
<b>13</b>	\$74,824.84	\$76,460.03	\$78,328.53	\$79,958.67	\$81,588.81	\$83,225.01	\$85,088.46	\$86,654.97

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

<b>Effective 2022-2023</b> <b>1.75% Increase (Steps 1-12) / 2.75% Increase (Step 13)</b>								
	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
<b>1</b>	\$50,368.36	\$51,718.31	\$53,270.07	\$54,628.38	\$55,986.69	\$57,343.96	\$58,892.58	\$60,498.71
<b>2</b>	\$52,521.38	\$53,875.50	\$55,424.13	\$56,778.26	\$58,705.41	\$59,489.65	\$61,041.41	\$62,649.63
<b>3</b>	\$54,663.93	\$56,020.15	\$57,578.18	\$58,933.36	\$60,178.74	\$61,638.48	\$63,194.42	\$64,804.74
<b>4</b>	\$56,822.17	\$58,174.21	\$59,722.83	\$61,087.42	\$62,439.45	\$63,794.63	\$65,351.62	\$66,956.70
<b>5</b>	\$58,973.09	\$60,327.22	\$61,870.62	\$63,235.20	\$64,593.51	\$65,951.82	\$67,503.58	\$69,108.67
<b>6</b>	\$61,124.02	\$62,480.24	\$64,037.22	\$65,387.17	\$66,746.53	\$68,103.79	\$69,655.55	\$71,260.64
<b>7</b>	\$63,274.94	\$64,634.29	\$66,185.01	\$67,539.13	\$68,896.40	\$70,257.85	\$71,808.56	\$73,414.69
<b>8</b>	\$65,964.37	\$67,386.47	\$69,010.38	\$70,427.25	\$71,848.30	\$73,271.44	\$74,895.35	\$76,500.44
<b>9</b>	\$68,651.72	\$70,137.60	\$71,834.70	\$73,316.40	\$74,799.15	\$76,286.08	\$77,981.09	\$79,586.18
<b>10</b>	\$71,340.11	\$72,889.77	\$74,659.03	\$76,203.47	\$77,750.00	\$79,300.71	\$81,067.88	\$82,671.92
<b>11</b>	\$74,028.50	\$75,640.90	\$77,483.36	\$79,092.62	\$80,700.85	\$82,314.30	\$84,153.62	\$85,757.66
<b>12</b>	\$76,715.84	\$78,394.12	\$80,306.64	\$81,979.69	\$83,652.75	\$85,328.94	\$87,240.40	\$88,844.44
<b>13</b>	\$78,804.59	\$80,526.75	\$82,494.63	\$84,211.47	\$85,928.31	\$87,651.54	\$89,614.10	\$91,263.93

<b>Effective 2023-2024</b> <b>2.00% Increase (Steps 1-12) / 3.00% Increase (Step 13)</b>								
	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$51,375.73	\$52,752.68	\$54,335.47	\$55,720.95	\$57,106.42	\$58,490.84	\$60,070.43	\$61,708.69
2	\$53,571.80	\$54,953.01	\$56,532.61	\$57,913.82	\$59,879.51	\$60,679.44	\$62,262.24	\$63,902.62
3	\$55,757.21	\$57,140.56	\$58,729.75	\$60,112.03	\$61,382.31	\$62,871.25	\$64,458.31	\$66,100.83
4	\$57,958.62	\$59,337.69	\$60,917.29	\$62,309.17	\$63,688.24	\$65,070.52	\$66,658.65	\$68,295.84
5	\$60,152.56	\$61,533.77	\$63,108.03	\$64,499.91	\$65,885.38	\$67,270.86	\$68,853.65	\$70,490.84
6	\$62,346.50	\$63,729.84	\$65,317.97	\$66,694.91	\$68,081.46	\$69,465.87	\$71,048.66	\$72,685.85
7	\$64,540.44	\$65,926.98	\$67,508.71	\$68,889.92	\$70,274.33	\$71,663.01	\$73,244.73	\$74,882.99
8	\$67,283.66	\$68,734.20	\$70,390.59	\$71,835.79	\$73,285.26	\$74,736.87	\$76,393.26	\$78,030.44
9	\$70,024.75	\$71,540.35	\$73,271.40	\$74,782.73	\$76,295.13	\$77,811.80	\$79,540.71	\$81,177.90
10	\$72,766.91	\$74,347.57	\$76,152.21	\$77,727.54	\$79,305.00	\$80,886.73	\$82,689.23	\$84,325.35
11	\$75,509.07	\$77,153.72	\$79,033.02	\$80,674.48	\$82,314.87	\$83,960.59	\$85,836.69	\$87,472.81
12	\$78,250.16	\$79,962.01	\$81,912.77	\$83,619.28	\$85,325.80	\$87,035.52	\$88,985.21	\$90,621.33
13	\$81,168.72	\$82,942.55	\$84,969.47	\$86,737.82	\$88,506.16	\$90,281.09	\$92,302.53	\$94,001.85

<b>Effective 2023-2024 (Last Day)</b> <b>0.50% Increase</b>								
	B	B+15	M	M+15	M+30	M45	M+60 /Cags	DR
1	\$51,632.61	\$53,016.44	\$54,607.15	\$55,999.55	\$57,391.96	\$58,783.29	\$60,370.78	\$62,017.23
2	\$53,839.66	\$55,227.78	\$56,815.27	\$58,203.39	\$60,178.91	\$60,982.84	\$62,573.55	\$64,222.14
3	\$56,036.00	\$57,426.26	\$59,023.40	\$60,412.59	\$61,689.23	\$63,185.61	\$64,780.60	\$66,431.33
4	\$58,248.41	\$59,634.38	\$61,221.87	\$62,620.71	\$64,006.68	\$65,395.87	\$66,991.94	\$68,637.32
5	\$60,453.32	\$61,841.44	\$63,423.57	\$64,822.40	\$66,214.81	\$67,607.21	\$69,197.92	\$70,843.30
6	\$62,658.23	\$64,048.49	\$65,644.56	\$67,028.39	\$68,421.86	\$69,813.20	\$71,403.90	\$73,049.28
7	\$64,863.14	\$66,256.61	\$67,846.25	\$69,234.37	\$70,625.70	\$72,021.32	\$73,610.96	\$75,257.40
8	\$67,620.08	\$69,077.87	\$70,742.54	\$72,194.97	\$73,651.69	\$75,110.55	\$76,775.22	\$78,420.60
9	\$70,374.87	\$71,898.05	\$73,637.75	\$75,156.64	\$76,676.61	\$78,200.86	\$79,938.41	\$81,583.79
10	\$73,130.74	\$74,719.31	\$76,532.97	\$78,116.18	\$79,701.52	\$81,291.16	\$83,102.68	\$84,746.98
11	\$75,886.61	\$77,539.49	\$79,428.19	\$81,077.85	\$82,726.44	\$84,380.39	\$86,265.87	\$87,910.17
12	\$78,641.41	\$80,361.82	\$82,322.33	\$84,037.38	\$85,752.43	\$87,470.69	\$89,430.14	\$91,074.44
13	\$81,574.57	\$83,357.26	\$85,394.31	\$87,171.50	\$88,948.70	\$90,732.49	\$92,764.04	\$94,471.86

# *Salem Public Schools*

## *Design of the High School Experience*

June 17, 2021

Dr. Zrike,

At your charge, we set out to clarify the portrait of a Salem High School graduate and to clarify the high school design priorities with equity at the center across all three high school campuses.

Salem High School, Salem Prep High School and New Liberty Innovation School all serve Salem students, each with a slightly different focus and within different contexts. We are grateful to have had the opportunity to convene a robust team of students, partners, family members and staff from across the three campuses to review data, interview stakeholders, deepen our understanding of current strengths and challenges at each campus, and to align on recommendations. We appreciate the time, talent and passion each of the team members brought to this work.

In this document, we make recommendations for you and your leadership team to consider in continually working to improve and redesign the high school student experience. These recommendations do not supplant current efforts underway at each campus, but rather complement them and focus on increasing equitable access for all learners to a core student experience, regardless of campus.

Thank you for the opportunity to make these recommendations. We look forward to supporting Salem Public Schools' efforts to strengthen the experience for ALL students across our campuses.

Sincerely,

Dr. Emily Flores, Co-Facilitator

Dr. Barbara Crock, Co-Facilitator

## *Executive Summary*

Salem Public School students attend high school at three different campuses: New Liberty Innovation School, Salem High School, and Salem Prep High School. While each campus has its own strengths and identity, all graduates of Salem Public Schools are envisioned to become independent learners and globally engaged citizens. The [portrait of a Salem graduate](#) further defines six skills that are developed during high school to help each person become future ready. These include:

- Critical thinking
- Creative problem solving
- Collaboration
- Communication
- Self-awareness
- Cultural competence

To support the development of independent learners and globally engaged citizens, recommendations for the design of a “guaranteed” student experience are:

1. [Four-year personalized graduation plan](#) for each student, updated annually to reflect the student’s goals
2. [High quality social-emotional and academic learning](#)
3. [Credits or credentials](#) earned through advanced coursework, career-technical education, internships and/or job-training
4. [Participation in the arts](#)
5. [Participation in at least one extra-curricular activity](#)







While each of the five components are currently in place for some of the students on at least one of the campuses, it is necessary to guarantee access for *all* students across *all* campuses. Equity and access are at the center of the designed experience and directly align with the district’s priorities.

For each component of the five components; key initiatives, metrics and barriers are identified. Implementation timelines for the next two school years are provided.

## *Table of Contents*

<a href="#">Portrait of a Graduate</a>	4
<a href="#">A Diploma Plus</a>	5
<a href="#">Recommendations for a Guaranteed Student Experience</a>	7
❖ <a href="#">1: Personalized graduation plan</a>	11
❖ <a href="#">2: High quality social-emotional and academic learning</a>	13
❖ <a href="#">3: Credits or credentials</a>	15
❖ <a href="#">4: Arts</a>	18
❖ <a href="#">5: Extra-curricular participation</a>	20
<a href="#">Participants</a>	22

## Portrait of a Salem Graduate

INDEPENDENT LEARNERS & GLOBALLY ENGAGED CITIZENS	
	<p><b>Critical Thinking</b></p> <p>Our graduates research, identify, collect and analyze relevant information in order to make sound judgments and decisions based on effective reasoning. They apply systems-thinking processes to examine real-world issues and essential questions.</p>
	<p><b>Creative Problem Solving</b></p> <p>Our graduates are resilient and flexible innovators who identify and solve problems.</p>
	<p><b>Collaboration</b></p> <p>Our graduates are empathetic listeners who embrace multiple perspectives and are able to effectively work with a team.</p>
	<p><b>Communication</b></p> <p>Our graduates confidently express their thoughts and ideas to diverse audiences. They know how to professionally and effectively advocate for themselves and others.</p>
	<p><b>Self-Awareness</b></p> <p>Our graduates know themselves and have the drive and the skills to develop and follow an action plan in pursuit of their personal and professional goals.</p>
	<p><b>Cultural Competence</b></p> <p>Our graduates value, embrace, and honor diversity. They promote acceptance and inclusion as they engage with all members of the community with dignity.</p>

The Salem Portrait of a Graduate is explicitly linked to two research-based frameworks:

1. The Independent Learner as defined by Zaretta Hammond's *Culturally Responsive Teaching & the Brain: Promoting Authentic Engagement and Rigor Among Culturally and Linguistically Diverse Students* (2015)
2. Self-Awareness as defined and enhanced by the components of The CASEL Framework from the Collaborative for Academic, Social and Emotional Learning (casel.org)



## *A Diploma Plus*

In Salem, students graduate with “a diploma plus” ... explicit plans for post-secondary success, choices in what they pursue, and competitive advantages in accessing opportunities. Graduation from high school is not the goal; rather it is the minimum expectation. To accomplish “a diploma plus” for all Salem students, we must pay attention to the outputs - such as graduation rates - *and* the inputs - the guaranteed student experience.

### Graduation Outcomes

Increase the district’s graduation rate from 80.5% (in 2019) to meet or exceed 85% within two years; with a particular attention to increasing the equity of outcomes on behalf of English Learners at Salem High and students with disabilities at New Liberty High Innovation School and Salem Prep High School.

4 Year Graduation Rate^	2019	2023 Target
New Liberty Innovation	38.5%	50%
Salem High School	86.6%	90%
Salem Prep	33.3%	50%
4 Year Graduation Rate for English Learners	2019	2023 Target
New Liberty Innovation	Not reported	50%+
Salem High School	60.3%	80%
Salem Prep	Not reported	50%+
4 Year Graduation Rate for Students with Disabilities	2019	2023 Target
New Liberty Innovation	50%	60%

Salem High School	87.7%	90%
Salem Prep	33.3%	50%
<i>^The MA Department of Elementary and Secondary Education also monitors a five year graduation rate. This is especially important for students who need additional time and support to meet the expectations of the Salem graduation requirements. NLIS has consistently grown in its Y5 results.</i>		

## The Guaranteed Student Experience

At Salem, the portrait of a graduate declares that high school be designed to support the development of independent learners and globally engaged citizens.

“Many culturally and linguistically diverse students are “dependent learners” who don’t get adequate support to facilitate their cognitive growth. Consequently, they are not able to activate their own neuroplasticity... Just increasing standards and instructional rigor won’t reverse this epidemic. It is not just a matter of grit or mindset. Grit and mindset are necessary but not sufficient by themselves. We have to help dependent students develop new cognitive skills and habits of mind that will actually increase their brainpower. Students with increased brainpower can accelerate their own learning, meaning they know how to learn new content and improve their weak skills on their own.”<sup>1</sup>

To support Salem students in transforming from dependent learners to independent learners, we recommend the student experience in high school be designed to guarantee these five components:

1. Four-year personalized graduation plan for each student, updated annually to reflect the student’s goals
2. High quality social-emotional and academic learning
3. Credits or credentials earned through advanced coursework, career-technical education, internships and/or job-training
4. Participation in the arts
5. Participation in at least one extra-curricular activity

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<sup>1</sup> Hammond, Z. (2015.) *Culturally Responsive Teaching & The Brain: Promoting Authentic Engagement and Rigor Among Culturally and Linguistically Diverse Students*. Thousand Oaks, CA: Corwin, pp. 14-15.

In the pages that follow, we provide recommendations aligned to each component by identifying key initiatives and timelines for planning, implementation and continuous refinement. We also note potential systemic barriers that are preventing equitable access. We name data points to serve as benchmarks for assessing progress over the next two school years.

### *Equitable Access Needed*

While each of the five components identified are often in place for some of the students on at least one of the three campuses, we recommend prioritizing these fundamental components and guaranteeing access for *all* students across *all* campuses.

Below is the chart assessing each campus's current implementation of the components.

#	Guaranteed Student Experience	NLIS	SHS	SPHS
1	4 year graduation plan	Guaranteed	In progress	In progress
2	Social-emotional and academic learning	Guaranteed	In progress	Guaranteed
3	Credits or credentials earned through advanced coursework	In progress	In progress	Not yet
4	Arts	Not yet	In progress	Not yet
5	Extra-curricular activity	Not yet	In progress	Not yet

### *Strengths to Leverage*

Each of our campuses has strengths and provides opportunities for learning within and collaboration across our own school district. Through our research, experience, and interviews, we identify these strengths as sources of learning for others in support of guaranteeing an equitable student experience.

#### *From New Liberty Innovation School*

- Competency based education model for academics, essential habits and professional readiness
- Anti-racist strategies empowering student voice and leadership through weekly discussions within and beyond the classroom
- Work-based learning or internship requirement for graduation
- Project Lead the Way Biomedical Pathway

#### *From Salem High School*

- Career technical education programs
- Early College, Project Lead the Way, and Advanced Placement courses
- Arts programming
- Extra-curricular programming opportunities

#### *From Salem Prep High School*

- Embedding of social-emotional learning throughout the student's experience, including across the core curriculum
- Family-school-student communication
- Focus on building relationships through community-wide meetings
- Consistent, daily, period-by-period student and staff reflection on personalized behavioral goals and growth

#### *Current Initiatives to Continue*

The recommendations provided in this document are not made to supplant the current improvement initiatives in place at each campus, but rather to complement them. The current improvement initiatives include:

#### *New Liberty Innovation School*

- ❖ Deepening the three pillars of academics, essential habits, and professional readiness pathways
- ❖ Expanding the community school model, integrating partners and resources for health, social services, youth development and community engagement for students and their families
- ❖ Codifying and enhancing the Race Matters discussions

#### *Salem High School*

- ❖ Codifying, communicating, and deepening standards based practices
- ❖ Refining the student support model including the Building Assets, Reducing Risks (B.A.R.R.) program, Connect for Success, and the community office
- ❖ Aligning learning around a schoolwide Essential Question

#### *Salem Prep High School*

- ❖ Continuing to drive the CASEL Framework for social emotional learning
- ❖ Enhancing daily community-wide meetings

- ❖ Deepening the point system of positive reinforcement and normalizing counseling

### *Implications for the Adult Working Culture*

Implementing a graduate profile and guaranteeing a high quality equitable student experience requires intentional alignment of the social purpose, student learning, and the adult working culture.

The recommendations in this document respond to two of these areas - social purpose and student learning. We framed our work through the student experience lens. We acknowledge that additional work will be required to reimagine and align the working culture of adults with the learning culture and experience that is envisioned for students. Some initiatives will need to be prioritized; others disrupted; and resources of time, treasure and talent realigned. This is beyond the scope of this document and will be the responsibility of the Executive Director of High School and campus-based leaders in partnership with their staffs and the superintendent of schools.

### *Timelines*

For each component of the guaranteed student experience, we attempt to identify an implementation timeline for campus consideration. We use a four-part scale recognizing that initiatives must be prioritized and barriers / systems addressed before full implementation can occur across campuses. We assign one of four stages to the 2021-2022 and 2022-2023 school year: (1) planning, (2) initial implementation, (3) expanded implementation and (4) continuous refinement. We anticipate that district and school leadership may need to adjust these to maximize available resources.

The implementation key with color coding is listed below and will appear in each section for the reader's reference:

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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### *Next Steps*

Upon review, approval and prioritization of these recommendations, we suggest further planning by task forces or planning teams involving campus-based leadership and stakeholders, especially students. The production and implementation of detailed and coordinated work plans will be necessary to ensure implementation can occur as indicated on the timelines provided.

The portrait and the guaranteed student experience described in this document must become enacted in practice. Intentional implementation, transparent monitoring and continual refinement are required.

Finally, we envision the Portrait of a Salem Graduate to represent the culmination of the student experience K-12 and look forward to opportunities and invitations from the superintendent for greater collaboration across schools and the community to impact the student experience.

## Recommendations for a Guaranteed Student Experience

### #1: 4-Year Graduation Plan

To achieve “a diploma plus” for each Salem graduate, co-design and monitor an intentional personalized 4-year learning plan with each student outlining their pathway to graduation, aligning to their interests and identifying options for post-secondary success. Focus on developing a community of belonging and being known through intentional onboarding and constituent goal setting / guided reflection activities.

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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Owner	Key Initiatives	SY 21-22	SY 22-23
ALL	Personalized “onboarding” for each student at the beginning of each school year	I	E
SHS, SPHS	Create a personalized plan integrating DESE’s required My Career and Academic Plan (MyCAP) milestones, timeline for implementation and monitoring strategies (Learn from NLIS)	I	R
SHS, SPHS	Organize and empower staff across academic and student support departments to share responsibilities for 4-year plan implementation	I	E
ALL	Identify two caring adult advocates per student	I	E
ALL	Create a developmental rubric for the Portrait of a Graduate and a strategy for use through self-reflection and embedded assessments	P	I
ALL	Pathway selection for rising 10th graders	I	R
ALL	Support students’ and families’ understanding of grades and report cards	E	R
ALL	Increase student agency and voice to seek assistance when personalized plan does not match lived experience	I	E
ALL	Partner with community-based organizations to support post-secondary and career planning	I	E
ALL	Public reporting of “on-track” status starting at grade 9	I	E
ALL	Create / adapt a centralized tracking system to document and monitor each student’s 4 year	I	E

	graduation plan, credit attainment, on-track status and post-graduation actions		
ALL	Use Panorama Survey data related to academic needs, student relationships and student engagement to improve each campus's ethos and provide responsive interventions	I	E
ALL	Review and create structures / rituals, as needed, structures to celebrate progress, risk-taking, and new ways of being in alignment with the portrait of a graduate for students and staff	I	E
<b>Barriers to Address</b>			
<ul style="list-style-type: none"> <li>o Cultural norms that promote setting big dreams rather than completing goals to accomplish the dream</li> <li>o Current Salem High School report card design, reporting structures and delivery to students and families</li> <li>o Perceptions of organizational responsibilities; lack of defined, communicated and monitored professional responsibilities ("That's their job.")</li> <li>o Perception of impact of enrollment size (too large to personalize) at Salem High School</li> <li>o Current narrative of success - needs to be more than college enrollment; perhaps active citizenship and establishing career goals, engagement, training and education leading to economic stability upon completion</li> <li>o Lack of formal and informal K-12 systems to share student information during student transitions</li> </ul>			

In addition to monitoring the completion of personalized 4-year learning plans and requisite conversations, 9<sup>th</sup> grade on-track is a data point monitored by the MA Department of Elementary and Secondary Education and will provide insight into student success. In Massachusetts, a student is four times more likely to finish high school if they pass all their classes in 9th grade. We recommend SPS establish its own definition of 9th grade on-track, gather benchmark data aligned to this metric, and report on its progress.

9 <sup>th</sup> Grade On-Track <i>(passing all classes)</i>	2019	2023 Target <sup>^</sup>
New Liberty Innovation	0%	84%
Salem High School	35%	84%
Salem Prep	Not tracked	84%

<sup>^</sup> Meet or exceed the state's 2019 average of 84%.



## #2: Social-Emotional *and* Academic Learning

Provide a welcoming and caring school environment with high quality social emotional and academic learning aligned to the Portrait of a Graduate.

“Social emotional learning is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions” (CASEL.org). The recommendation is to infuse social-emotional learning into the academic curriculum and across the student’s entire experience.

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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Owner	Key Initiatives	SY 21-22	SY 22-23
ALL	Document and share key aspects of Salem Prep and NLIS integration of social-emotional learning structures across the academic experience	I	E
ALL	Deepen staff learning regarding culturally responsive teaching (creating “independent learners”), anti-racist practices, and the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework to support their own and students’ well-being	I	E
ALL	Clarify and execute an instructional framework that shifts teacher-centered instruction to student-centered learning and scaffolds students’ dependent learning towards independent learning	I	E
SHS	Build an implementation plan to integrate social emotional learning across the core curriculum	P	I
SHS	Use essential question and performance tasks across core curriculum to increase relevance and student empowerment	E	R
SHS	Integrate academic and Building Assets Reducing Risks (B.A.R.R.) model initiatives, including expansion to include grades 11 and 12	I	E

SHS	Continue to use the SHS community office model to engage students / families and provide supports beyond the school day and building	E	R
SHS	Pilot Connect For Success course experience to support freshman students transitioning to SHS	I	E
NLIS	Expand the community school model to provide services and supports to students and their families	E	R
ALL	Deepen partnerships with community-based organizations to enhance supports for students	I	E
ALL	Use Panorama Survey data related to learning model, student engagement, academic needs and cultural awareness and action to improve the student experience	I	E

#### Barriers to Address

- o Mindsets: Dependent learner, "college-for-all," "academics first," "survive" [v. thrive], "my" students, "ELs"
- o Staff capacity - time, resources, competing professional learning priorities
- o Lack of common language, coherency and strategies K-12 regarding social emotional learning, roles and responsibilities
- o Staff actions and systemic practices that silo supports for students, especially those with disabilities and nascent English learners
- o Stereotyping of expectations for student performance and identity based on course levels
- o Racist legacy structures that limit access (ie. tracking, pre-requisites, implicit referral bias)
- o Need to sustainable funding for expanded SEL services

To mark progress, utilize attendance data as one proxy for student's engagement and sense of relevancy.

Attendance	2019	2023 Target
New Liberty Innovation	64.8%	70%
Salem High School	88.9%	95%
Salem Prep	70.1%	80%

### #3: Credits and Credentials for Advanced Coursework

Guarantee Salem students earn college credit through advanced coursework and/or credentials through an internship, cooperative learning, job training or Seal of Biliteracy prior to graduation.

The Massachusetts Department of Elementary and Secondary Education uses participation in advanced coursework as one of the accountability / performance indicators. Students enrolled in grade 11 and 12 and who are enrolled in the following types of courses count towards the advanced coursework completion metric.

- Advanced Placement courses
- Career Technical Education (CTE) programs - level III with a cooperative learning experience
- Dual enrollment in a course at a college or university
- Early College program courses
- Project Lead the Way courses

Current data suggests that this expectation and experience is not equitably provided across all three campuses or for all students within a campus.

Advanced Coursework Completion	2019	2023 Target
New Liberty Innovation	73.8%	80%
Salem High School	47.7%	60%^
Salem Prep	0%	20%

^ Note: This is the state's average from 2019.

*To achieve this equitably, increase offerings at all campuses and create opportunities for cross-campus enrollment. Review individual student plans and provide invitations, expectations and supports for participation. Include job training, internships and the Seal of Biliteracy as part of the SPS internal measurement to reach 100%.*

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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Owner	Key Initiatives	SY 21-22	SY 22-23
ALL	4-year personalized plan	I	R
ALL	Cross-campus enrollment of "advanced coursework" opportunities	P	I

NLIS	Expand entrepreneurial and sheltered employment opportunities	I	E
SHS	Continue Project Lead the Way expansion with the addition of Computer Science	I	E
ALL	SSU Early College expansion and integration	I	R
SHS	Launch the Early College Promise program for students seeking supports in transitioning to college (13th year model)	P	I
ALL	Expand NSCC dual enrollment participation and awareness, including engaging English Learners through English as a Second Language and Seal of Biliteracy for college credit	I	R
SHS	Initiate CTE cooperative learning	P	I
SHS	Expand CTE technical and academic course paired offering	I	E
SHS	Extend CTE offerings beyond the school day	P	I
SHS	Explore Innovation Pathway designation and partner with NSCC	P	I
ALL	Explore Gateway to College expansion as a bridge to college for students not on-track for graduation	P	I
ALL	Increase and promote articulation agreements	I	E
ALL	Internship expansion	E	E
ALL	Work for high school credit	P	I
ALL	Collaborate with community-based organizations to offer program participation / completion for course credit	P	I

#### Barriers to Address

- o Lack of identified liaison at SHS to coordinate cross campus enrollment
- o Lack of common, static daily schedule(s) across campuses that allows for cross-campus and dual enrollment, access to community-based internships, and transportation
- o Limitations to access to Advanced Placement based on current recruitment, referral, and entry policy
- o Leveling of College Prep and Honors courses beginning at grade 9 limits access and readiness for College Prep students
- o Lack of consistent transportation

- o Staffing / organizational structure to support expansion of internship and cooperative learning placements
- o Lack of opportunity for virtual enrollment across or between campuses
- o Collegiate use of CANVAS learning platform, different from Schoology
- o Mindset (learner identity) and readiness - time management, organizational skill development, collegiate system management, etc.
- o Lack of (bilingual) communication from colleges to students and families

#### #4: Arts Access and Participation

Guarantee Salem students participate in the arts prior to graduation.

Salem Public Schools currently requires the minimum of 1.0 credit in career, technology, or the arts to graduate. While not every student may participate in arts programming each year of high school, we recommend that all students have the option to participate in an arts course on their campus or across campuses annually. Currently, only Salem High School offers on-campus arts based courses.

The MA Department of Elementary and Secondary Education reports arts participation annually as an indicator of a high quality school experience.

Arts Participation (All grades)	2019	2023 Target
New Liberty Innovation	0%	50%
Salem High School	48.9%	50%
Salem Prep	0%	50%

The data within Salem High School also indicates a need to expand access and participation opportunities in the arts for students with disabilities.

SHS - students with disabilities	38.2%	50%
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*To achieve this equitably, provide offerings at all campuses and create opportunities for cross-campus enrollment. Track, monitor and encourage participation.*

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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Owner	Key Initiatives	SY 21-22	SY 22-23
ALL, District	Determine staffing allocations to support arts offering at each campus or across campuses	P	I
SHS	Review academic schedules and graduation plans of students with disabilities to ensure participation in the arts	I	E
NLIS, SPHS	Partner with local arts agencies to provide coursework / learning excursions	P	I

ALL	Partner with local universities for “advanced coursework” offerings in the arts to grade 11-12 students	P	I
ALL	Monitor and work to increase student response to the Panorama Survey question under academic needs - “How happy are you with how much time you spend in specials or enrichment (art, music, PE, etc.)?”	I	E
<b>Barriers to Address</b>			
<ul style="list-style-type: none"> <li>o Current graduation requirements and modifications</li> <li>o Current staff allocations</li> <li>o Competing academic commitments for students with disabilities and English Learners</li> <li>o Reliance on traditional course offerings</li> <li>o Lack of opportunity for participation across or between campuses</li> <li>o Lack of transportation to SHS for cross campus collaboration</li> <li>o Common, static daily schedule(s) or components of the schedule across campuses</li> </ul>			

## #5: Extra-Curricular Participation

Guarantee Salem students participate in at least one extra-curricular activity prior to graduation.

Students who we interviewed reported feeling more engaged, having a stronger identity with high school and being motivated to attend school consistently. Many students also identified a desire to participate in clubs, performing arts or athletics, but reported being unable to do so because of the competing demands beyond the school day and lack of transportation.

Extra-curricular activities are those pursued in addition to the normal course of studies, often connecting students to high-interest, team-based and/or exploratory non-credit bearing learning opportunities. The MA Department of Elementary and Secondary Education does not report on extra-curricular participation, but Salem High School tabulated the data for currently enrolled juniors who will graduate in Class of 2022.

Extra-Curricular Participation Benchmark	Class of 2022	2023 Target
SHS – Current juniors	22 of 167 = 13%	50%
SHS – Class of 2022 English (FLEP) Learners	4 of 26 = 15%	
SHS – Class of 2022 students with disabilities	0 of 24 = 0%	

*To achieve this equitably, provide offerings at all campuses during the school day, expand the opportunities for clubs and choice activities, activate student voice and interest, and provide opportunities for cross-campus enrollment. Track, monitor and encourage participation at each campus.*

Key	P	Planning	I	Initial Implementation	E	Expansion of Implementation	R	Continuous Refinement
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Owner	Key Initiatives	SY 21-22	SY 22-23
ALL	Embed extra-curricular opportunities within the students' school day at each campus	P	I
ALL	Activate student voice and leadership to inform current and future offerings	P	I
ALL	Discuss opportunities for extra-curricular involvement during 4-year planning / onboarding conversations	I	R



ALL	Collaborate with community-based organizations to recognize, promote, and document students' program participation as extra-curricular opportunities	P	I
ALL	Collect and monitor participation data for all students at all grade levels; Locally report data with attention to subgroup populations (English Learners and students with disabilities) per grade level	I	R

#### Barriers to Address

- o Graduation requirements and modifications
- o Current staff allocations
- o Common, static daily schedule(s) or components of the schedule across campuses
- o Lack of opportunity for participation across or between campuses
- o Lack of transportation to SHS for cross campus collaboration
- o Lack of transportation to locations of extra-curricular activities
- o Lack of current equitable representation / participation of students across current extra-curricular offerings
- o Fees and fundraising requirements / expectations
- o Perceptions of current offerings by students and families
- o Lack of knowledge and access to arts and club athletics during elementary and middle grades to complete or participate at high school level (especially for immigrant families)
- o Competing commitments beyond the school day - jobs, family care, etc.

*Special Thanks to the Planning Team Participants:*

David Barnard, Salem High School, Staff  
Liam Bautista, Salem High School, Student  
Adam Cutler, North Shore Community College  
Brian Edmunds, Salem Prep High School, Staff  
Joseph Finnerty, Jr., New Liberty Innovation School, Student  
Emily Flores, Salem High School, Staff  
Jake Fritz, Salem High School, Student  
Dawn Fuentes, New Liberty Innovation School, Family Member  
Soryna Keo, Salem High School, Student  
Scott Knox, Root  
Tony Leone, Nagly  
Kerry McHugh, Salem High School, Staff  
Ciara Mia Mulvany, New Liberty Innovation School, Student  
Catherine Miller, Salem High School, Family Member  
Jackclyn Davis Ngo, Salem Public Schools, Staff  
Rosalie O'Connell, Salem Public Schools  
Holly O'Leary, New Liberty Innovation School, Staff  
Julia Rebello, Salem High School, Student  
Lisa Roberts, Salem Prep High School, Family Member  
Mary Cruz Somes, Salem High School, Staff  
Kim Talbot, Salem Public Schools

Facilitator: :

Barbara Crock, Crock Leadership Associates LLC

# Salem Public Schools

## *District Safety Committee Update*

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JUNE 21, 2021

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# District Safety Committee Members

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Facilitator: Molly Robinson, Supervisor of SEL and Wellness

Members: Mary DeLai, Charlene Moske-Weber, Liz Polay-Wettengel, Tim Potts, Ryan Monks, Zissis Alepakis, Irv Perrin, Scarlett Grandt (HMLS), Julie Tapper (Saltonstall), Lisa Golden (CMS), Myra Caldera (SHS), Jill Tully (Bentley), Lauren Weaver (Carlton), Erin Heenan (WHES), Hadee Benoit (NLIS), Andre Fonseca (Bates), Carly Mandell (Salem Prep), Dennis King (SPD), Corey Boulay (SPD), Deven Ryan (SPD), DJ Geary (SFD), Patty Donahue (Pathways), Chyna Onembo (Salem Academy), Anne Gilligan (DESE)



# Successes

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Developed a common understanding of the roles and responsibilities of the district safety committee and school safety committees

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Identified the need for a shared language around emergency management

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Enhanced our staff identification program ensuring all staff had proper identification

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Adapted our ALICE drills to best address the needs of students and staff during a pandemic

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Reflected on lessons learned from the pandemic and how new routines and protocols can serve to support students in the future

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Completed feasibility study to inform purchase and installation of building monitoring systems, access control, and cameras throughout the district

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Developed quick reference guides for common emergency situations

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# Challenges

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Conducting drills during a pandemic, with social distancing protocols in place

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Less than optimal communication equipment and infrastructure

---

Need for better building access systems and protocols to ensure good physical security

---

Need for improved practices to prevent false alarms

# Next Year's Goals

Engage	Continue regular meetings of District Safety Committee and School Safety Committees to develop shared understanding and common language
Assess	Complete a comprehensive threat assessment, and revise safety procedures to provide clear, consistent, proactive guidance for school and district leaders
Enhance	Utilize capital and operating funds to address identified deficiencies (monitoring, access control, cameras, and radios)
Plan	Develop a 3-5 Year District and School Safety Action Plan

# Future aspirations

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Annual, collaborative  
tabletop exercises with  
school and city  
departments

Visitor management  
system

Mobile safety app for  
enhanced  
communication of  
threats and incidents

Electronically available  
safety procedures  
continuously updated  
and readily accessible

Enhanced resources to  
support psychological  
safety and self-care for  
students and staff



# Memorandum

To: Dr. Stephen Zrike, Superintendent of Schools

CC: File

From: Dr. Samantha Meier, Salem High School Principal  
Scott Connolly, Director of Athletics



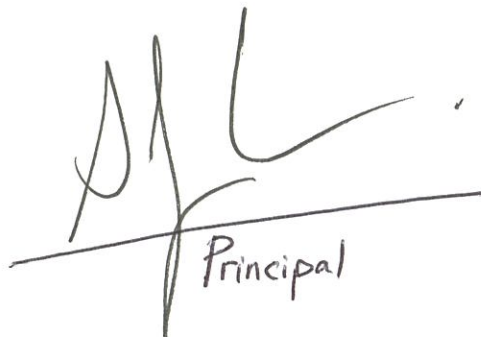
Date: June 1, 2021

Re: August 2021 Out of State Field Trip to Orlando, Florida

This is to recommend the Salem High School Golf Team be given permission to travel to Orlando, Florida. This trip will take place from August 25<sup>th</sup> to August 30<sup>th</sup>, 2021. The trip has taken place for 15+ years up until last years pandemic. The team will play and practice at the Walt Disney World Golf facilities for four days. The trip will give the student/athletes the opportunity to bond with their teammates, create lifelong memories, and attend the theme parks. The annual trip will be chaperoned by Mr. Tom Doyle (Teacher/Varsity Coach at Salem High School). A list of the five students attending is attached. There will be at least one chaperone for every five students. Fundraising has begun and look forward to answering any questions you may have. There will be no out of pocket costs for any of the student/athletes attending this trip. All CDC guidelines will be followed to ensure the safety of our travelers. All attendees will be required to provide a negative test result or a covid vaccination card within three days of traveling.

This needs to be brought before the School Committee for approval so that additional planning can be completed. Thank you for your attention to this matter.

Please call me if you have any questions or concerns.



Principal

# Disney Trip 2021

## Important Information

### Chaperones

Tom Doyle Teacher/Golf Coach Salem High School

978 836 8471

### Hotel Information

Disney's Coronado Springs  
1000 W Buena Vista Drive  
Lake Buena Vista, FL 32836  
1 407 939 1000

### Airfare

Depart Boston's Logan Airport Wednesday August 25th TBA  
Arrive Orlando International Airport TBA

Depart Orlando International Airport Monday August 30<sup>th</sup> TBA  
Arrive Boston's Logan Airport TBA

### Golf Courses

Disney's Magnolia  
Disney's Lake Buena Vista

### Players Attending Trip (5)

Jack Doyle - No medical needs  
Jayren Romero- No medical needs  
Brady Tremblay- No medical needs  
Owen Warner-Stref- No medical needs  
Jon Wasserman- No medical needs




# Field Trip Request Form - Salem Public Schools

Last Updated June 7, 2017

**Directions:** All teachers and others seeking to take students on a field trip must obtain permission from the school principal. The school nurse must also review and sign off on each field trip. For local trips, please complete this form at least two weeks prior to the date of the proposed field trip. All overnight and/or out-of-state field trips require School Committee approval and must be submitted at least one month prior to the field trip.

I. General Information				
Name of School	SALEM HIGH SCHOOL		Date of Request	Date of Field Trip
Coordinator	Tom DOYLE		5/24/21	8/25/21 - 8/30/21
Coordinator Contact Info	Phone: 978 836 8471 Email: tdoyle@salemki2.org		Total Number of Students	Departure Time Return Time
Grade Level(s)	10-12		5	Am Pm
Destination <small>Please identify that place AND the specific location and address for the trip.</small>	ORLANDO, FLORIDA WALT DISNEY WORLD RESORT, PARKS AND GOLF		<b>Location and Duration</b> <input type="checkbox"/> Local trip within Salem/North Shore <input type="checkbox"/> In-state – within MA <input checked="" type="checkbox"/> Out of state – travel to another state <input type="checkbox"/> Within the normal school day <input type="checkbox"/> Beyond normal school hours <input checked="" type="checkbox"/> Overnight trip	

II. Learning and Accessibility	
<b>Instructional Alignment</b> <input type="checkbox"/> Alignment: The trip is aligned to standards <input checked="" type="checkbox"/> Preparation Plan: Students will be prepared for trip <input checked="" type="checkbox"/> Post-Trip Plan: Students will synthesize learning <u>Comments:</u>	<b>Accessibility and Inclusion for All Students</b> <input checked="" type="checkbox"/> I understand district policy that all students have access to field trips <input checked="" type="checkbox"/> I will ensure that all students (e.g., students with disabilities, English language learners, etc.) have the appropriate supports they need for trip <u>Comments:</u>

III. School Nurse Review and Approval (School Nurse Signature Required)		
Has the school nurse been notified of this field trip?	Has the roster of students been shared and any medical concerns reviewed?	Will an on-site nurse be needed for this field trip?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
School Nurse Signature: 		Date: 6/3/21

IV. Food Services		
Has the school's cafeteria manager been notified of this field trip?	Will the students be eating lunch at the school on the date(s) of the trip?	Are you requesting any bag lunches or other food for this trip?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How many? _____
<u>Comments:</u>		

V. Transportation (Please fax all SPS bus transportation requests to 978-825-5542)		
What is the means of transportation you will need for this trip?	<input type="checkbox"/> SPS Bus (local destinations only) <input checked="" type="checkbox"/> Private vendor (you arrange on own) <input type="checkbox"/> Specialized transportation needed	<input type="checkbox"/> Public transportation <input type="checkbox"/> Walking <input type="checkbox"/> Other: AIRPLANE
If SPS Bus needed, please specify the following information:	Pick Up Time: Pick Up Location:	Return Time: Return Location:

VI. Parent Involvement & Background Checks (Call 978-740-1115 with questions)		
Will any parents or volunteers be participating in this trip?	Will any have "direct and unmonitored contact" with students?	CORI required for ALL parents & volunteers (please submit forms 1-2 weeks ahead). Fingerprints required for those who will have direct & unmonitored contact with students
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

VI. Principal Review and Approval (Required for ALL Field Trips)	
School Principal Signature: 	Date: 6/3/21

## PERSONNEL

4000

### ALL EMPLOYEES

4100

### ~~FAMILY AND MATERNITY LEAVES OF ABSENCE~~

4109

Employees, depending on their job classification, may be entitled to request both short and long term leaves of absence. The various employee contracts and collective bargaining agreements along with state and federal laws specify the requirements for eligibility for these leaves and should be consulted for specific information. Included among these short and long term leaves of absence are personal, professional, legal, bereavement, parental leave, and other extended leaves of absence.

In general, it should be noted that all leaves must be requested, in writing, to the Office of Employee Engagement and are subject to the approval of the Superintendent and/or designee. Employees should contact the Office of Employee Engagement and/or refer to the Salem Public Schools Employee Handbook and/or collective bargaining agreement(s) for more information about the specific requirements of each leave of absence.

Where applicable, leaves of absences shall run concurrently for those Salem Public Schools employees who qualify for more than one type of leave (except bereavement leave).

#### Family and Medical Leave

Salem Public Schools shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993. The Superintendent shall issue, and from time to time update procedures setting forth the rights and procedures granted by the Act, and shall ensure compliance with those procedures either personally or by delegation, or by some combination of personal oversight and delegation.

#### Parental Leave

Parental Leaves are granted in accordance with the applicable provisions of state and federal law, employee contract, and/or collective bargaining agreement(s).

#### Small Necessities Leave

In accordance with the provisions of the Small Necessities Leave Act (SNLA) MGL Chapter 149, Section 52D, the district will grant employees with at least one year of active employment, up to 24 hours of unpaid leave within a 12-month period for any of the following reasons:

1. To participate in school activities directly related to the educational advancement of an employee's child, such as parent/teacher conferences or interviewing for a new school;
2. To accompany an employee's child to routine medical or dental appointments, such as check-ups or vaccinations; or
3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing homes or group homes. An employee must take this intermittent leave in increments of no less than 1 hour.

Employees should provide at least 7 days notice, if the need for leave is foreseeable, or as much notice as practicable, if the leave is not foreseeable.

### Bereavement Leave

Bereavement leave is granted in accordance with the provisions of applicable employee contracts and collective bargaining agreements and in accordance with the provisions of federal, state and local laws.

### Jury Duty

Whenever an employee of the Salem Public Schools is called for jury duty, the employee shall be granted a leave of absence for the period the employee is ordered to jury duty; and further, the employee so ordered to jury duty shall be paid the difference between their regular compensation and the stipend received as a juror. This benefit does not apply to daily substitutes or others who do not have employee status.

### Religious Holiday Leaves

All religious holidays are taken as personal days except for any holidays that are given off in connection with the School Committee's establishment of the school calendar or by the terms of applicable collective bargaining agreements.

### Military Leave

All military leave is granted in accordance with the provisions of applicable employee contracts and collective bargaining agreements and in accordance with the provisions of federal, state and local laws.

### Other

Employees should refer to collective bargaining agreements for other leave benefits.

LEGAL REFS.: M.G.L.c. 71, §41A;

M.G.L.c. 149, §105D

MGL c.149, § 52D(b)

MGL c.149, § 105D.

### ~~FAMILY AND MEDICAL LEAVE¶¶~~

~~¶¶~~

~~¶¶~~

~~In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), the district will grant full and regular part-time teachers (with at least one year of active employment) upon 30 days notice, if possible, up to 12 weeks of unpaid leave during any 12 month period for any of the following reasons:¶¶~~

~~¶¶~~

~~To care for the employee's child within one year of birth, adoption, or the initiation of foster care;¶¶~~

~~¶¶~~

~~To care for a child, spouse, or parent with a serious health condition.¶~~

~~¶~~

~~The employee's own serious health condition makes the employee unable to perform his/her job.¶~~

~~¶~~

~~A "serious health condition" is an illness, injury, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a health care provider.¶~~

#### ~~SHORT-TERM MATERNITY LEAVE¶~~

~~¶~~

~~Upon receipt of at least 2 week's written notice of a teacher's anticipated date of departure and intention to return, the district shall grant a leave of absence without pay for maternity for up to 8 weeks in accordance with the provisions of MGL Chapter 149, Section 105B to teachers who have completed their probationary period, but are not eligible for FMLA leave.¶~~

~~¶~~

~~Eight weeks leave of absence without pay will be granted to an employee adopting a child under 18 years of age (MGL Chapter 149, Section 105P).¶~~

~~¶~~

~~The above leaves may be extended by mutual agreement between the teacher and the superintendent in order that a teacher who has been on FMLA or short-term maternity leave status may return at an appropriate time in consideration of the students' program(s). For example, the teacher may return at the beginning of a semester, beginning of a marking term, or after a vacation period. Or the teacher may return at a point beyond the above time periods when absence is due to medical complication resulting from pregnancy.¶~~

~~¶~~

#### ~~EXTENDED CHILD REARING LEAVES¶~~

SOURCE: MASC

LEGAL REFS.: P.L. 103-3, "Family and Medical **Leave** Act of 1993"

Small Necessities Leave - MGL 149: 520

Reviewed and referred by the Policy Subcommittee on 6/8/21

1st Reading on 6/21/21



## STUDENTS AND INSTRUCTION

5000

### STUDENT CONDUCT

5400

### INTERROGATIONS AND SEARCHES

5405

The right of inspection of students' school lockers, desks and other school property is inherent in the authority granted school committees and administrators. This authority may be exercised as needed in the interest of safeguarding ~~studentschildren~~, their own property, ~~the property of others~~, and school property. Personal searches of students shall be based upon reasonable suspicion of wrongdoing and conducted in accordance with pertinent laws.

Nevertheless, exercise of that authority by school officials places unusual demands upon their judgment so as to protect each ~~studentchild~~'s constitutional rights to personal privacy and protection from coercion and to act in the best interest of all students and the schools.

Searches by school officials of ~~studentsstudent and their property, including s-~~automobiles ~~or the student~~ will be conducted in a way that protects the students' rights consistent with the responsibility of the school district to provide an atmosphere conducive to the educational process.

The schools have legal custody of students during the school day and during hours of approved extracurricular activities. It is the responsibility of the school administration to make an effort to protect each student's rights with respect to interrogations by law enforcement officials. Therefore:

1. When law enforcement officials find it necessary to question students during the school day or periods of extra-curricular activities, the Principal or designee will be present when possible. An effort will be made to contact the student's parent or guardian so that the responsible individual may be notified of the situation.

2. If custody and/or arrest are involved, the Principal will request that all procedural safeguards, as ~~prescribed by law, be observed by the law enforcement officials.~~

~~protocols be followed if appropriate.~~



Reference: MASC Policy JIH Searches and Interrogations

**Reviewed and referred by the Policy Subcommittee on 6/8/21**

**1st reading 6/21/21**

**STUDENTS AND INSTRUCTION**

**5000**

**STUDENT CONDUCT**

**5400**

**~~STUDENT DEMONSTRATIONS AND STRIKES~~**

**5406**

~~Any student who willingly takes part in an unauthorized assembly, sit-in, protest meeting, etc., which is disruptive of the educational process, shall be subject to disciplinary action up to and including suspension.~~

**~~Approved: January 2016~~**

I think that this policy should be removed as it is not appropriate and in violation of the first amendment. we can prohibit demonstrations at school that disrupt the school or may cause of disruption. this is too broad.

Recommended for deletion at 6/15/21 Policy Subcommittee

1st reading 6/21/21





**STUDENTS AND INSTRUCTION****5000****STUDENT CONDUCT****5400****CORPORAL PUNISHMENT****5407**

Corporal punishment is prohibited in the Salem Public Schools and in accordance with the law that states:

The power of the School Committee or of any teacher or other employee or agent of the School Committee to maintain discipline upon school property shall not include the right to inflict corporal punishment upon any pupil.

Legal Reference: MGL 71:37G

MASC Policy JKA Corporal Punishment

**Reviewed by Policy Subcommittee: October 2015**

**Reviewed and referred by the Policy Subcommittee on 6/8/21**

**1st reading 6/21/21**

## STUDENTS AND INSTRUCTION

5000

### STUDENT CONDUCT

5400

### STUDENT DISCIPLINE

5408

The School Committee believes that all students deserve every opportunity to achieve academic success in a safe, secure learning environment. Good citizenship in schools is based on respect and consideration for the rights of others. Students will be expected to conduct themselves in a way that the rights and privileges of others are not violated. They will be required to respect constituted authority, to conform to school rules and to those provisions of law that apply to their conduct.

Each Principal shall include prohibited actions in the student handbook or other publication ~~and~~ to be made available to students and parents in their preferred language.

Principals and staff shall not use academic punishment of any form as a consequence to inappropriate behaviors/actions by students.

The Principal may, as a disciplinary measure, remove a student from privileges, such as extracurricular activities and attendance at school-sponsored events, based on the student's misconduct. Such a removal is not subject to the remainder of this policy, law, or regulation.

The Superintendent shall ensure that all notifications and materials pertinent to this policy are shared with students and/or their family members in their preferred language. Notice shall be provided in English and in the primary language spoken in the student's home if other than English, or other means of communication where appropriate.

### Suspension

In every case of student misconduct for which suspension may be imposed, a Principal shall consider ways to re-engage the student in learning; and avoid using ~~long-term~~ suspension from school as a consequence until alternatives have been tried. Alternatives may include the use of evidence-based strategies and programs such as mediation, conflict resolution, restorative justice, and positive behavioral interventions and supports.

### Notice of Suspension

Except for emergency removal, suspensions under MGL c. 71 s. 37H and 37H ½, or an in-school suspension of less than 10 days, a Principal must provide the student and the parent oral and written notice, and provide the student an opportunity for a hearing and the parent an opportunity to participate in such hearing before imposing suspension as a consequence for misconduct. The Principal shall provide both oral and written notice to the student and parent(s) in English and in the primary language of the home if other than English. The notice shall include the rights enumerated in law and regulation. To conduct a hearing without a parent present, the Principal must be able to document reasonable efforts to include the parent

## **Emergency Removal**

For matters not covered under MGL c. 71 s. 37H and 37H ½, a Principal may remove a student from school temporarily when a student is charged with a disciplinary offense and the continued presence of the student poses a danger to persons or property, or materially and substantially disrupts the order of the school, and, in the Principal's judgment, there is no alternative available to alleviate the danger or disruption.

The Principal shall immediately notify the Superintendent in writing of the removal including a description of the danger presented by the student.

The temporary removal shall not exceed two (2) school days following the day of the emergency removal, during which time the Principal shall: make immediate and reasonable efforts to orally notify the student and the student's parent of the emergency removal, the reason for the need for emergency removal, and the other matters required in the notice; provide written notice to the student and parent as required above; provide the student an opportunity for a hearing with the Principal that complies with applicable regulations, and the parent an opportunity to attend the hearing, before the expiration of the two (2) school days, unless an extension of time for hearing is otherwise agreed to by the Principal, student, and parent; render a decision orally on the same day as the hearing, and in writing no later than the following school day, which meets the requirements of applicable law and regulation.

A Principal shall also ensure adequate provisions have been made for the student's safety and transportation prior to removal.

## **In School Suspension – Not More Than 10 Days Consecutively or Cumulatively**

The Principal may use in-school suspension as an alternative to short-term suspension for disciplinary offenses.

The Principal may impose an in-school suspension for a disciplinary offense under this provision, provided that the Principal follows the process set forth in regulation and the student has the opportunity to make academic progress as required by law and regulation.

## **Principal's Hearing – Short Term Suspension of up to 10 Days**

The hearing with the Principal shall be to hear and consider information regarding the alleged incident for which the student may be suspended, provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident, determine if the student committed the disciplinary offense, and if so, the consequences for the infraction.

At a minimum, the Principal shall discuss the disciplinary offense, the basis for the charge, and any other pertinent information.

The student and Parent/Guardian shall also have an opportunity to present information, including mitigating facts, that the Principal should consider in determining whether other remedies and consequences may be appropriate as set forth in law and regulation.

The Principal shall, based on the available information, including mitigating circumstances, determine whether the student committed the disciplinary offense, and, if so, what remedy or consequence will be imposed.

The Principal shall notify the student and parent of the determination and the reasons for it, and, if the student is suspended, the type and duration of suspension and the opportunity to make up assignments and such other school work as needed to make academic progress during the period of removal, as required by law and regulation. The determination shall be in writing and may be in the form of an update to the original written notice.

If the student is in a public preschool program or in grades K through 3, the Principal shall send a copy of the written determination to the Superintendent and explain the reasons for imposing an out-of-school suspension, before the short-term suspension takes effect.

**Principal's Hearing – Long Term Suspension of more than 10 days but less than 90 days (consecutive or cumulative) under MGL c. 71 s. 37H 3/4**

The hearing with the Principal shall be to hear and consider information regarding the alleged incident for which the student may be suspended, provide the student an opportunity to dispute the charges and explain the circumstances surrounding the alleged incident, determine if the student committed the disciplinary offense, and if so, the consequences for the infraction.

At a minimum, in addition to the rights afforded a student in a short-term suspension hearing, the student shall have the following rights: In advance of the hearing, the opportunity to review the student's record and the documents upon which the Principal may rely in making a determination to suspend the student or not; the right to be represented by counsel or a lay person of the student's choice, at the student's/parent's expense; the right to produce witnesses on his or her behalf and to present the student's explanation of the alleged incident, but the student may not be compelled to do so; the right to cross-examine witnesses presented by the school district; the right to request that the hearing be recorded by the Principal, and to receive a copy of the ~~audio~~ recording upon request. If the student or parent requests a ~~audio~~ recording, the Principal shall inform all participants before the hearing that an ~~audio~~ record will be made and a copy will be provided to the student and parent upon request.

The Principal shall provide the parent, if present, an opportunity to discuss the student's conduct and offer information, including mitigating circumstances, that the Principal should consider in determining consequences for the student.

The Principal shall, based on the evidence, determine whether the student committed the disciplinary offense, and, if so, after considering mitigating circumstances and alternatives to suspension as required by law and regulation, what remedy or consequence will be imposed, in place of or in addition to a long-term suspension. The Principal shall send the written determination to the student and parent by ~~hand-delivery, certified mail,~~ first-class mail and/or email to an address provided by the parent for school communications, or any other method of delivery agreed to by the Principal and the parent.

If the Principal decides to suspend the student, the written determination shall: identify the disciplinary offense, the date on which the hearing took place, and the participants at the hearing; ~~s~~Set out the key facts and conclusions reached by the Principal; identify the length and effective date of the suspension, as well as a date of return to school; include notice of the student's opportunity to receive education services to make academic progress during the period of removal from school as required by law and regulation; inform the student of the right to appeal the Principal's decision to the Superintendent or designee, but only if the Principal has imposed a long-term suspension. Notice of the right of appeal shall be in English and the primary language of the home if other than English, and shall include the following information: the process for appealing the decision, including that the student or parent must file a written notice of appeal with the Superintendent within five (5) calendar days of the effective date of the long-term suspension; provided that within the five (5) calendar days, the student or parent may request and receive from the Superintendent an extension of time for filing the written notice for up to seven (7) additional calendar days; and that the long-term suspension will remain in effect unless and until the Superintendent decides to reverse the Principal's determination on appeal.

If the student is in a public preschool program or in grades K through 3, the Principal shall send a copy of the written determination to the Superintendent and explain the reasons for imposing an out-of-school suspension before the suspension takes effect.

#### **Superintendent's Appeal Hearing of Long Term Suspension under MGL c. 71 s. 37H 3/4**

A student who is placed on long-term suspension following a hearing with the Principal shall have the right to appeal the Principal's decision to the Superintendent.

The student or parent shall file a notice of appeal with the Superintendent within the time period noted above (see Principal's hearing – Suspension of more than 10 days). If the appeal is not timely filed, the Superintendent may deny the appeal, or may allow the appeal in his or her discretion, for good cause.

The Superintendent shall hold the hearing within three (3) school days of the student's request, unless the student or parent requests an extension of up to seven (7) additional calendar days, in which case the Superintendent shall grant the extension.

The Superintendent shall make a good faith effort to include the parent in the hearing. The Superintendent shall be presumed to have made a good faith effort if he or she has made efforts to find a day and time for the hearing that would allow the parent and Superintendent to participate. The Superintendent shall send written notice to the parent of the date, time, and location of the hearing.

The Superintendent shall conduct a hearing to determine whether the student committed the disciplinary offense of which the student is accused, and if so, what the consequence shall be. The Superintendent shall arrange for ~~an audio~~ a recording of the hearing, a copy of which shall be provided to the student or parent upon request. The Superintendent shall inform all participants before the hearing that ~~an audio~~ a record will be made of the hearing and a copy will be provided to the student and parent upon request. The student shall have all the rights afforded the student at the Principal's hearing for long-term suspension.

The Superintendent shall issue a written decision within five (5) calendar days of the hearing which meets the requirements of law and regulation. If the Superintendent determines that the student committed the disciplinary offense, the Superintendent may impose the same or a lesser consequence than the Principal, but shall not impose a suspension greater than that imposed by the Principal's decision. The decision of the Superintendent shall be the final decision of the school district with regard to the suspension.

### **Expulsion under MGL c. 71 s. 37H and 37H ½**

Expulsion is defined as the removal of a student from school ~~for more than ninety (90) school days,~~ indefinitely or permanently as allowed by law under MGL c. 71 s. 37H and MGL c. 71 s. 37H ½ for possession of a dangerous weapon; possession of a controlled substance; assault on a member of the educational staff; or a felony charge or felony delinquency complaint or conviction, or adjudication or admission of guilt with respect to such felony, if a Principal determines that the student's continued presence in school would have a substantial detrimental effect on the general welfare of the school.

Any student alleged to have committed one of these acts shall be afforded the same due process rights as for a long term suspension. Any student expelled from school for such an offense shall be afforded an opportunity to receive educational services and make academic progress.

### **Academic Progress**

Any student who is suspended or expelled shall have the opportunity to earn credits, make up assignments, tests, papers, and other school work as needed to make academic progress during the period of ~~their~~<sup>his or her</sup> removal from the classroom or school. The Principal shall inform the student and parent of this opportunity in writing, in English and in the primary language of the home, when such suspension or expulsion is imposed.

Any student who is expelled or suspended from school for more than ten (10) consecutive days, whether in school or out of school, shall have an opportunity to receive education services and make academic progress toward meeting state and local requirements, through the school-wide education service plan.

The Principal shall develop a school-wide education service plan describing the education services that the school district will make available to students who are expelled or suspended from school for more than ten (10) consecutive days. The plan shall include the process for notifying such students and their parents of the services and arranging such services. Education services shall be based on, and be provided in a manner consistent with, the academic standards and curriculum frameworks established for all students under the law.

The Principal shall notify the parent and student of the opportunity to receive education services at the time the student is expelled or placed on long-term suspension. Notice shall be provided in English and in the primary language spoken in the student's home if other than English, or other means of communication where appropriate. The notice shall include a list of the specific education services that are available to the student and contact information for a school district staff member who can provide more detailed information.

For each student expelled or suspended from school for more than ten (10) consecutive days, whether in-school or out-of-school, the school district shall document the student's enrollment in education services. For data reporting purposes, the school shall track and report attendance, academic progress, and such other data as directed by the Department of Elementary and Secondary Education.

### **Reporting**

The school district shall collect and annually report data to the DESE regarding in-school suspensions, short- and long-term suspensions, expulsions, emergency removals, access to education services, and such other information as may be required by the DESE.

The Principal of each school shall periodically review discipline data by selected student populations, including but not limited to race and ethnicity, gender, socioeconomic status, English language learner status, and student with a disability status in accordance with law and regulation.

SOURCE: MASC

LEGAL REF: M.G.L. [71:37H](#); [71:37H ½](#); 71:37H3/4; 76:17; 603 CMR 53.00

~~First Reading: September 5, 2014¶~~

~~Second Reading: September 15, 2014¶~~

~~Third Reading: October 6, 2014¶~~

~~¶~~

~~Approved by School Committee: October 6, 2014¶~~

~~¶~~

~~Reviewed: October 2015¶~~

**Reviewed and referred by the Policy Subcommittee on 6/8/21**

**1st reading 6/21/21**



## STUDENTS AND INSTRUCTION

5000

### STUDENT CONDUCT

5400

### DISCIPLINE OF STUDENTS WITH DISABILITIES

5408.01

All students are expected to follow the Salem **Public Schools** Code of Conduct, unless otherwise determined by the student's Individualized Education Plan Team and written in the student's IEP or 504 Plan. Federal and state laws provide certain procedural rights and protections relating to discipline of students who have been identified under such laws as having special needs based upon a disability. A brief overview of these rights is provided below.

~~In general, if a child has violated Salem's disciplinary code, the school may suspend or remove the student from his or her current educational placement for no more than 10 consecutive school days in any school year. ¶~~

Any time Salem **Public Schools** wishes to remove a student with disabilities from his or her current educational placement for more than 10 consecutive school days in any school year, or if a student is removed for disciplinary reasons for more than a total of 10 days in any school year when a pattern of removal is occurring, this is a "change of placement." A change of placement invokes certain procedural protections under federal special education law. Prior to any removal that constitutes a change in placement, the school must convene a Team to consider whether or not the behavior that forms the basis for the student's disciplinary removal is substantially related to his or her disability, or was the direct result of any failure by the school to implement the IEP. This is called a "manifestation determination." The law provides that **the school district - Salem** and the parent(s), along with relevant Team members, must consider all evaluation information, observational information, the student's IEP and placement; and must determine whether the student's behavior that prompted disciplinary removal was a manifestation of his or her disability. In addition, if appropriate, the district must conduct a functional behavioral assessment and develop or revise an existing behavioral plan for the student.

If the manifestation determination decision is that the disciplinary behavior ~~was~~**was** a manifestation of the student's disability or the result of the school's failure to implement the IEP, then the student may not be removed from the current educational placement (except in the case of weapon or drug possession or use, or serious bodily injury to another) ~~until the IEP Team develops a new IEP and decides upon a new placement and unless~~ **unless** the Parent(s) consent to that new IEP and placement, or a Hearing Officer orders a removal from the current educational placement to another placement.

If the manifestation determination is that the behavior ~~was not~~**was not** related to the student's disability, then the school may suspend or otherwise discipline the student according to the school's code of student conduct, except that for any period of removal exceeding 10 days the school district must provide the student with educational services that allow the student to continue to make educational progress. ~~Salem~~ **The school district** must determine the educational services necessary and the manner and location for providing those services.

If the student possesses, uses, sells or solicits illegal drugs on school grounds or at a school-sponsored event; carries a weapon to school or a school function; or inflicts serious bodily injury upon another person at school or a school-sponsored event, the school may place the student in an interim alternative educational setting for up to 45 school days. Thereafter, the student will return to the previously agreed-upon educational placement unless the Parent(s) and the school district Salem have initiated a hearing at the Bureau of Special Education Appeals regarding the disciplinary action that the district took and a hearing officer orders another placement, or the Parent and Salem Public Schools agree to another placement.

### **Discipline of Students Whose Eligibility for Special Education is Suspected**

The Individuals with Disabilities Education Act (IDEA) protections summarized above also apply to a child who has not yet been found eligible for services under the statute if the district is “deemed to have knowledge” that the child was eligible for such services before the conduct that precipitated the disciplinary action occurred. The IDEA provides that a school district is “deemed to have knowledge” if: (1) the child’s parent had expressed concern in writing to district supervisory or administrative personnel or the child’s teacher that the child needs special education and related services; (2) the child’s parent had requested an evaluation of the child to determine eligibility for special education services; or (3) the teacher of the child or other school district personnel had expressed specific concerns about a pattern of behavior by the child directly to the district’s director of special education or to other supervisory personnel. However, a school district is not “deemed to have knowledge” if the district evaluated the student and determined that the child was not eligible for special education services or the child’s parent refused an evaluation of the child or IDEA services.

If the school district has no knowledge that a student is an eligible student under the IDEA before taking disciplinary measures against the student, the student may be disciplined just as any other student may be. If, however, a request is made for an evaluation to determine eligibility while the student is subject to disciplinary measures, the district must conduct the evaluation in an expedited manner. Pending the results of the evaluation, the student must remain in the educational placement determined by school authorities, which may include suspension or expulsion ~~without services~~. If the student is determined eligible for an IEP as a result of the evaluation, the school district must provide the student with special education and related services in accordance with the IDEA.

REF: 34 CFR 300.530

Reviewed and referred by the Policy Subcommittee on 6/8/21

1st reading on 6/21/21

<b>STUDENTS AND INSTRUCTION</b>	<b>5000</b>
<u>STUDENT CONDUCT</u>	5400
EXPULSION	5408
EXCLUSION FOR NON-SCHOOL RELATED CONCERNS	5408.02

~~No student shall be suspended, expelled, or otherwise disciplined on account of marriage, pregnancy, parenthood, or for conduct which is not connected with any school sponsored activities, except where provided for by state /federal law.~~

~~Approved: 10/6/14~~

~~Reviewed: October 2015~~

**Reviewed by Policy Subcommittee on 6/8/21**

**Recommended for deletion**

**1st reading 6/21/21**

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

**STUDENT CONDUCT** **5400**

**SCHOOL BUS** **5409**

**PROPOSED REVISION:**

The School Committee and its staff share with students and their families the responsibility for student safety during transportation to and from school. The authority for enforcing School Committee requirements of student conduct on buses will rest with the Principal.

To ensure the safety of all students who ride in buses, it may occasionally be necessary to revoke the privilege of transportation from a student who abuses this privilege. Parents/guardians of children whose behavior and misconduct on school buses endangers the health, safety, and welfare of other riders will be notified that their children face the loss of transportation privileges in accordance with regulations approved by the School Committee.

**Approved by School Committee: November 2015**

MGL. c. 71 s. 37H  
MGL c. 71 s. 68

MASC Policy EEAEC or JICC Student Conduct on School Buses

Reviewed and referred on 6/15/21 by policy subcommittee

1st reading on 6/21/21

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

### **STUDENT CONDUCT** **5400**

### **HARASSMENT AND VIOLENCE** **5410**

Salem Public Schools is committed to maintaining an educational and work environment free from all forms of harassment and violence. Harassment based on race, color, ethnicity, national origin, ancestry, religion, disability, national origin, ancestry, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, or sexual orientation, physical appearance, or housing status or any other protected category as defined by state and/or federal law is unlawful and prohibited in the Salem Public Schools. Salem Public Schools has a commitment to maintaining an educational environment and workplace where bigotry and intolerance, or discrimination are not tolerated and where any form of intimidation, threat, coercion and/or harassment that insults the dignity of others and interferes with their freedom to learn or work is unacceptable.

It shall be a violation of this policy for any individual to inflict, threaten to inflict, or attempt to inflict violence or otherwise harass or interfere with a student's education or an employee's work through conduct or any other form of communication.

This policy applies to all school employees, students, volunteers, contracted vendors, and other members of the school community. Each member of the school community has a responsibility to ensure that harassment and violence does not occur in the schools or at school sponsored activities. The Superintendent shall insure that all members of the school community are informed of this policy.

Harassment is unwanted or unwelcome physical or verbal behavior relating to an individual's actual or perceived race, color, ethnicity, national origin, ancestry, religion, disability, national origin, ancestry, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, sexual orientation, physical appearance, or housing status or any other protected category as defined by state and/or federal law, which negatively impacts the educational or work environment. This includes, but is not limited to, unsolicited remarks, gestures, physical contact, bullying, threats and the display or circulation of written, online, or illustrated derogatory materials and/or threatening material either physically or electronically.

Sexual harassment refers to sexually motivated behavior that is unwelcome and personally offensive, and interferes with a student's education or an employee's work environment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature.

~~Examples of behavior that may be considered sexual harassment include without limitation:~~



~~Whistling, catcalls or offensive noises;  
 Stares or obscene gestures;  
 Suggestive remarks, jokes about a person's appearance, or derogatory sexual terms;  
 Displaying offensive photographs, illustrations, or sex-related objects;  
 Blocking a person's movements;  
 Touching, brushing, pinching or patting;  
 Pulling or lifting of clothing;  
 Pressure for dates, sex, or information about personal sexual experiences.~~

~~comply with Massachusetts law in reporting suspected cases of child abuse to the Department of Social Services~~

In addition, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when any of the following occur:

1. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain or maintain employment or an educational opportunity.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such ~~individuals~~ ~~individualsindividual~~ **individuals**.
3. Such conduct or communication whether intended or not, is unwelcome and has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive work or educational environment.
4. The conduct creates an intimidating, hostile, or offensive work or school environment.

“While all forms of harassment are prohibited, state and federal law requires school districts pay particular attention to Sexual Harassment. Pursuant to Title IX of the Education Amendments of 1972 (“Title IX”), Salem Public Schools has a specific procedure to address sexual harassment as contemplated by Title IX.”

The definitions of discrimination, harassment and sexual harassment are broad. In addition to the above examples, other unwelcome conduct, whether intended or not, that has the effect of creating a school or work environment that is hostile, offensive, intimidating, or humiliating to either male, female or non-binary students or workers also may constitute discrimination, harassment and/or sexual harassment.

Any individuals who believe they have been harassed or who have witnessed or learned about the harassment of another person in the school environment, should inform the Principal as soon as possible. Staff who witness or have knowledge of actual or possible

harassment or violence are required to report the incident to a Principal, even if the victim does not express disapproval or wish to file a complaint. If the individual does not wish to discuss the issue with the Principal, the individual should inform the Superintendent via the Title IX Coordinator: at [ phone #/address ] or the Title IX Coordinator [name] at [address, and phone]. Staff who witness or have knowledge of actual or possible harassment or violence are required to report the incident to a building administrator, even if the victim does not express disapproval or wish to file a complaint.

### **TITLE IX COORDINATOR**

The Title IX Coordinator is responsible for ensuring Salem Public School District's compliance with Title IX and this Grievance Process. Salem Public School District's student Title IX Coordinator is Adam Colantuoni. The Title IX Coordinator for staff is Alicia Palmer. Their contact information is provided below.

Adam Colantuoni

Executive Director of Student Services and Family Supports

Salem Public Schools

Phone: (978) 740-

Email: [AColantuoni@salemk12.org](mailto:AColantuoni@salemk12.org)

Executive Director of Employee Engagement

Salem Public Schools

Phone: (978) 740-1115

Email: [APalmer@salemk12.org](mailto:APalmer@salemk12.org)



All verbal and written complaints will be investigated promptly and in as impartial and confidential a manner as possible, to ensure prompt and appropriate action.

Any student, employee or other member of the school community found to have engaged in harassment shall be subject to disciplinary action, including, but not limited to, warning, suspension, expulsion or termination, subject to applicable procedural requirements. In addition, retaliation against any individual who has brought harassment or other inappropriate behavior to the attention of the school administration, or who has cooperated in an investigation of a complaint under this policy, is unlawful and will not be tolerated by the Salem Public Schools. Retaliation may also result in disciplinary action, including, but not limited to, warning, suspension, expulsion or termination, subject to applicable procedural requirements.

In certain circumstances, sexual harassment may constitute child abuse under Massachusetts General Laws Chapter 119, Section 51A. The Salem Public Schools will Certain circumstances may violate state or federal Civil Rights, Hate Crimes, or Harassment statutes. The Salem Public Schools will comply with its Memorandum of Understanding and report appropriate incidents to the Salem Police Department.

Any individuals who believe that they have been the subject of any form of harassment or violence should report the conduct to a teacher or administrator. Staff will forward the complaint to the building administrator who will initiate an investigation.

Complaints may also be filed with the Civil Rights Compliance Officer/Title IX Coordinator, Salem Public Schools, 29 Highland Avenue, Salem, MA.

Anyone filing a complaint may pursue her/his rights under the law and file a complaint with the appropriate state and federal agencies at anytime:

Commonwealth of Massachusetts: Massachusetts Commission Against Discrimination

1 Ashburton Place, Boston

Information and Complaints: 617-994-6000

Complaints must be filed within 6 months.

Federal Government: Education Department, Office for Civil Rights  
33 Arch Street, Boston

Information and Complaints: 617-289-0111

Complaints must be filed within 180 days.

Federal Government: Equal Employment Opportunity Commission  
J.W. McCormack Post Office & Courthouse, Boston

Information and Complaints: 617-565-3200

Complaints must be filed within 300 days.

Staff who witness or have knowledge of actual or possible harassment or violence are required to report the incident to a building administrator, even if the victim does not express disapproval or wish to file a complaint.

All verbal and written complaints will be investigated promptly and in as impartial and confidential a manner as possible, to ensure prompt and appropriate action.

Any individual, who after an appropriate investigation is found to have engaged in any form of harassment, will be subject to disciplinary action up to and including expulsion.

No individual will be subject to any form of coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or cooperating in an investigation. Retaliation is unlawful and the Salem Public Schools will take the appropriate disciplinary action against any individuals involved. All staff members are required to participate in a school department investigation.

Violations of this policy will be cause for disciplinary action up to and including



expulsion from school. In the event that a student is a victim of harassment by an adult, the adult may be subject to disciplinary action including termination of employment, or revocation of school department or city contracts.

Annually, each administrator will provide a written copy of this policy to all staff, and provide new employees with a copy at the time of their employment.

**References:**

Title VII of the Civil Rights Act of 1964, § 703; 42 USC 2000e et seq.

Title IX of the Education Amendments of 1972; 20 USC 1681 et seq.

Act 42 U.S.C. Section 1983

Title II, Americans with Disabilities Act; 42 USC 12131-12134

The Rehabilitation Act of 1973, §504; 29 USC 794

MGL 151B

MGL 151C

MGL 119:51A

MGL 76:5

See Complaint Form

**Approved:**

**1/09/06**

**Reviewed:**

**October 2015**

**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 19, 2019

Reviewed and referred by Policy Subcommittee on 6/15/21

1st Reading on 6/21/21

<b>STUDENTS AND INSTRUCTION</b>	<b>5000</b>
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<u>STUDENT CONDUCT</u>	5400
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VANDALISM	5414
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Vandalism includes intentional, willful, and malicious or wanton destruction of public or private property in which the student paints, marks, scratches, etches, places stickers on, or otherwise marks, mars, injures, defaces, removes, or destroys property. Students who are part of a group that conducts such vandalism may face the same consequences as if they had individually carried out the vandalism. Acts of vandalism may result in suspension and/or expulsion, community service, social probation, and full payment for the damage incurred.

**Reviewed: October 2015**

**Reviewed and referred 6/15/21**

**Recommended for deletion**

**1st reading 6/21/21**

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

**STUDENT CONDUCT** **5400**

**BOMB THREATS** **5415**

Bomb threats pose a serious risk to the safety of every pupil and staff member as well as emergency response personnel. Safety is an important responsibility of the Salem Public Schools. Therefore, the School Committee authorizes each principal to designate areas in accordance with the Schools Emergency Pre-Planning Guide where pupils will stay while public safety officials respond to the threat. ***Principals will adhere to the Emergency Pre-Planning Guide to keep staff and students safe during a bomb threat.***

~~Parents have the right to withdraw their children from the remainder of the school day when there is a bomb threat in accordance with the Crisis Response Plan. Students who leave at the request of their parents will have the opportunity to make up missed work.~~

**Approved: 1/ 9/06**

**Reviewed: October 2015**

**I am not sure that you need this one. if so, I would strike the last paragraph and add that *Principals will adhere to the Emergency Pre-Planning Guide to keep staff and students safe during a bomb threat.***

**Reviewed and referred by Policy Subcommittee 6/15/21**

**Recommended for deletion**

**1st reading 6/21/21**

## STUDENTS AND INSTRUCTION

5000

### STUDENT CONDUCT

5400

### USE OF PHYSICAL RESTRAINT

5416

#### ~~RESTRAINT OF STUDENTS IN THE SALEM PUBLIC SCHOOLS~~

To the extent required by law, the Salem Public Schools complies with the Department of Elementary and Secondary Education (hereinafter “DESE”) restraint regulations, which can be found at 603 CMR 46.00 et seq. (hereinafter “Regulations”). According to their terms, the Regulations apply not only at school but also at school-sponsored events and activities, whether or not on school property.

A brief overview of the Regulations is provided below.

**Purpose.** The purpose of this policy is to ensure that every student attending the Salem Public Schools is free from the unlawful use of physical restraint. Physical restraint shall be used only in emergency situations of last resort, after other lawful and less intrusive alternatives have failed or been deemed inappropriate, and with extreme caution.

School personnel shall use physical restraint with two goals in mind:

- (a) To administer a physical restraint only when needed to protect a student and/or a member of the school community from assault or imminent, serious, physical harm; and
- (b) To prevent or minimize any harm to the student as a result of the use of physical restraint.

**Use of Restraint.** Physical restraint<sup>1</sup> shall be considered an emergency procedure of last resort and shall be prohibited in public education programs except when a student’s behavior poses a threat of assault, or imminent, serious, physical harm to self or others and the student is not responsive to verbal directives or other lawful and less intrusive behavior interventions and/or alternatives, or such interventions and/or alternatives are deemed to be inappropriate under the circumstances. Prone restraint<sup>2</sup> shall be prohibited in public education programs except to the extent allowed by law. All physical restraints, including prone restraints where permitted, shall be administered in compliance with 603 CMR 46.05.

Physical restraint shall not be used:

- (a) as a means of discipline or punishment;

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<sup>1</sup> **Physical restraint** shall mean direct physical contact that prevents or significantly restricts a student’s freedom of movement. Physical restraint does not include: brief physical contact to promote student safety, providing physical guidance or prompting when teaching a skill, redirecting attention, providing comfort, or a physical escort.

<sup>2</sup> **Prone restraint** shall mean a physical restraint in which a student is placed face down on the floor or another surface, and physical pressure is applied to the student’s body to keep the student in the face-down position.

(b) when the student cannot be safely restrained because it is medically contraindicated for reasons including, but not limited to, asthma, seizures, a cardiac condition, obesity, bronchitis, communication-related disabilities, or risk of vomiting;

(c) as a response to property destruction, disruption of school order, a student's refusal to comply with a policy or directive, or verbal threats when those actions do not constitute a threat of assault, or imminent, serious, physical harm;

(d) as a standard response for any individual student. No written individual behavior plan or individualized education program (IEP) may include use of physical restraint as a standard response to any behavior. Physical restraint is an emergency procedure of last resort.

Mechanical restraint<sup>3</sup>, medication restraint<sup>4</sup>, and seclusion<sup>5</sup> shall be prohibited in public education programs. Seclusion does not include a time-out, as defined within the Regulations.<sup>6</sup>

The Regulations do not limit the protection afforded publicly funded students under other state or federal laws, including those laws that provide for the rights of students who have been found eligible to receive special education services.

**Proper Administration of Physical Restraint.** Only Salem personnel who have received training pursuant to the Regulations shall administer physical restraint on students. Whenever possible, the administration of a restraint shall be witnessed by at least one adult who does not participate in the restraint. Nothing in this policy shall preclude a teacher, employee or agent of the Salem Public Schools from using reasonable force to protect students, other persons or themselves from assault or imminent, serious, physical harm. When administering a physical restraint, trained staff shall comply with the requirements regarding use of force, method, duration of the restraint, and safety, as set forth in the Regulations.

**Staff Training.** All school staff must receive training with respect to the district's restraint prevention and behavior support policy and requirements when restraint is used. Training shall include information on the role of various individuals in preventing restraint, the restraint prevention and behavior support policy and procedures, interventions that may preclude the need for restraint, types of permitted physical restraints and related safety considerations, and administering physical restraint in accordance with medical or psychological limitations, known or suspected trauma history, and/or behavioral intervention plans applicable to an individual student.

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<sup>3</sup> Mechanical restraint shall mean the use of any device or equipment to restrict a student's freedom of movement.

<sup>4</sup> Medication restraint shall mean the administration of medication for the purpose of temporarily controlling behavior.

<sup>5</sup> Seclusion shall mean the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving.

<sup>6</sup> Time-out shall mean a behavioral support strategy developed pursuant to 603 CMR 46.04(1) in which a student temporarily separates from the learning activity or the classroom, either by choice or by direction from staff, for the purpose of calming. During time-out, a student must be continuously observed by a staff member. Staff shall be with the student or immediately available to the student at all times. The space used for time-out must be clean, safe, sanitary, and appropriate for the purpose of calming. Time-out shall cease as soon as the student has calmed.

Additionally, the school must identify specific staff who are authorized to serve as school-wide resources to assist in ensuring proper administration of physical restraint. These individuals must participate in in-depth training in the use of physical restraint and implementation of the Regulations.

**Reporting Requirements.** Program staff shall report the use of any physical restraint, as required by the Regulations. The staff member who administered the restraint shall notify the principal verbally as soon as possible and in writing no later than the next school working day. The report shall be maintained by the school and made available for review by the Parent(s) or the DESE upon request.

The principal or designee shall make reasonable efforts to inform the Parent(s) of the restraint within 24 hours of the event and shall notify the Parent(s) by written report within three school working days of the restraint. The information in the report shall be in conformance with 603 CMR 46.06(4). The written restraint report must be provided to the Parent(s) in the language in which report cards and other necessary school-related information are customarily provided.

The Principal or designee shall review restraint data and determine necessary next steps, if any, as set forth in the Regulations.

As required by the Regulations, all physical restraints must be reported to the DESE.

**Prevention of Dangerous Behavior.** As set forth in the Regulations, the Salem Public Schools shall develop methods for preventing student violence, self-injurious behavior, and suicide, including individual crisis planning and de-escalation of potentially dangerous behavior occurring among groups of students or with an individual student, including by having widespread Safety Care Training as well as building-based school adjustment counselors, behavior specialists and therapeutic staff trained in multiple methods of de-escalation, therapeutic intervention and crisis management.

**Parent Engagement.** In accordance with the regulations, the Salem Public Schools shall engage Parents in discussions about restraint prevention and the use of restraint solely as an emergency procedure. Such discussions may occur at Individual Education Program (IEP) meetings for individual student concerns and at Parent Advisory Committee (PAC) meetings for district level concerns.

**Complaints.** Complaints and investigations regarding restraint practices should be directed to Salem's Executive Director of Pupil Personnel Services who can be reached at 978-740-1249.

**Additional information**, including a copy of the regulations, can be obtained from the Executive Director of Pupil Personnel Services who can be reached at 978-740-1249. A copy of the regulations may also be obtained at [www.doe.edu/lawsregs/603cmr46.html](http://www.doe.edu/lawsregs/603cmr46.html).

Approved: September 8, 2020

Reviewed and referred by Policy Subcommittee 6/15/21

1st reading 6/21/21

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

INTERNET ACCESS NETWORK **5500**

**RESPONSIBLE USE OF TECHNOLOGY POLICY** **5501**

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

~~The Salem Public School District provides access to technology devices, Internet, data systems, and other applications to support teaching, enhance learning, and improve productivity. The Salem School Committee recognizes, however, 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. Further, this policy governs the electronic activity of all employees and students when using and accessing the district's technology and data systems regardless of the user's physical location.

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.

### **Guiding Principles for Responsible Use Agreements**

The Superintendent shall ensure that the Responsible Use Agreement(s) developed align with the following guiding principles:

- Online tools, including social media, should be used in our classrooms, schools, and central offices to increase community engagement, staff and student learning, and core operational efficiency.
- SPS has a legal and moral obligation to protect the personal data of our students, families, and staff.
- SPS should provide a baseline set of policies and structures to allow schools to implement technology in ways that meet the needs of their students.
- All students, families, and staff must know their rights and responsibilities outlined in the Responsible Use Policy and government regulations.
- Nothing in this policy shall be read to limit an individual's constitutional rights to freedom of speech or expression or to restrict an employee's ability to engage in concerted, protected activity with fellow employees regarding the terms and conditions of their employment.

### **Annual Agreement and Review**



The Superintendent shall ensure that the Responsible Use Policy is available to staff and students at the beginning of each year. Technology users are required to verify that they have read and will abide by the Responsible Use Policy annually.

References

MGL c. 4 § 7, c. 66 § 10

Policy 5805 ~~5~~ "Cell Phones and Electronic Devices Policy"

5401.01 "Anti-Bullying" and Cyber-Bullying

Policy 5413 "School Property

The Superintendent's Responsible Use Agreement

See also Policy 4120 Responsible Use of Technology (for employees)



Approved: August 19, 2019

Reviewed and discussed by the Policy Subcommittee on 6/8/21

Referred for 1st Reading on 6/8/21

1st Reading 6/21/21

## STUDENTS AND INSTRUCTION

5000

### INSTRUCTIONAL PROGRAM

5200

#### AVAILABILITY OF IN SCHOOL PROGRAMS FOR PREGNANT STUDENTS

5702

1. ~~Pregnant students are permitted to remain in regular classes and participate in extracurricular activities with non-pregnant students throughout their pregnancy, and after giving birth are permitted to return to the same academic and extracurricular program as before the leave.~~¶

¶

2. ~~The district does not require a pregnant student to obtain the certification of a physician that the student is physically and emotionally able to continue in school unless it requires such certification for all students for other physical or emotional conditions requiring the attention of a physician.~~¶

In accordance with Title IX and the regulations and guidance issued thereunder ( 20 U.S.C. 1681 and 34 CFR 106.40(b)); and state law (~~34 CFR 106.40(b)~~; M.G.L. 71:84 ), the Salem Public schools encourage all prospective pregnant students and current pregnant students to continue to attend school.

The Salem Public Schools will make every effort to see that the educational program of the student is disrupted as little as possible. Pregnant students at the Salem Public Schools are permitted to remain in regular classes and participate in extracurricular activities with non-pregnant students throughout their pregnancy. Students are permitted and encouraged to return to school after giving birth to the same academic and extracurricular program as before the leave.

The district does not require a pregnant student to obtain the certification of a physician that the student is physically and emotionally able to continue in school unless such certification is required for all students with other physical or emotional conditions requiring the attention of a physician.¶

#### ~~Federal Requirements (IDEA 97)~~ ¶

~~Title IX: 20 U.S.C. 1681; 34 CFR 106.40(b)~~¶

Legal Reference: MGL 71:84, 85; ¶

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, 1682, 34 CFR 106.40 (b); <https://www2.ed.gov/about/offices/list/ocr/docs/pregnancy.html>  
<https://www2.ed.gov/about/offices/list/ocr/docs/pregnancy.html>

**Approved: December 1, 2014**

**Reviewed: October 2015**

**Reviewed and referred by Policy Subcommittee 6/15/21**

**1st reading 6/21/21**

## **STUDENTS AND INSTRUCTION**

**5000**

## **HEALTH AND SAFETY**

**5700**

## **IMMUNIZATIONS OF STUDENTS**

**5703**

All students, whether at preschool, kindergarten, or through transfer from another school system, or foreign exchange students, will be required, prior to the student's first day of attendance and **at required intervals** ~~at least annually~~ thereafter, to present a physician's certificate attesting to immunization against communicable diseases in accordance with the requirements of the Massachusetts Department of Public Health.

The law and regulations provide for exclusion from school if immunizations are not complete and up to date. There are three situations in which children who are not appropriately immunized may be admitted to school:

- A medical exemption is allowed upon receipt of a written statement from a physician that immunization would not be medically indicated for the child;
- A religious exemption is allowed if a parent or guardian submits a written statement that immunizations conflict with the student's or their sincere religious beliefs;
- A homeless child without immunization records will be enrolled and permitted to attend school while the school assists in obtaining immunization records or the necessary vaccinations in accordance with the McKinney-Vento Act of 2001.

Certificates and written exemptions must be received prior to any in person attendance by the student in school activities. Letters of exemption must be renewed annually.

Legal References: MGL 76:15

42 US Code §§11431-11435 (McKinney-Vento Homeless Assistance Act as reauthorized by the Every Student Succeeds Act, Title IX, Part A, Sec. 722(g)(3)(C)(i, ii, iii)); McKinney-Vento Homeless Assistance Act DESE Advisories

**Approved: 1/9/06**

**Reviewed by Policy Subcommittee: October 2015**

**Reviewed and referred by Policy Subcommittee on 6/15/21**

**1st reading 6/21/21**

## STUDENTS AND INSTRUCTION 5000

## HEALTH AND SAFETY 5700

## CHILD ABUSE AND NEGLECT 5705

### **~~I. Background of Policy~~**

The Salem Public Schools (SPS) is dedicated to the goal of protecting our students from child abuse and neglect and to responding effectively to incidents of child abuse and neglect. SPS recognizes local, state, and national efforts to address problems associated with child abuse and neglect and will work cooperatively with all agencies with responsibility for addressing such concerns.

Massachusetts General Laws (M.G.L.) c. 119, § 51A, requires that certain persons in their professional capacity are mandated to report child abuse and neglect when they have reasonable cause or suspicion to believe that a child under the age of 18 years is suffering physical or emotional injury resulting from abuse that causes harm or substantial risk of harm to the child's health or welfare, including sexual abuse, or from neglect, including malnutrition. All employees of the SPS are mandated reporters.

~~This policy serves to assist all SPS employees to carry out their responsibilities effectively under M.G.L. as well as to establish responsibilities and roles for SPS SCANs. It also establishes expectations for SPS employees to receive training in both identifying and reporting child abuse and neglect.¶¶~~

Any school official or employee shall report any suspected child abuse or neglect as required by M.G.L. C 119 s. 51A. In accordance with the law, the District shall establish the necessary procedures to comply with the intent of the Act consistent with the District's responsibility to the students, parents/guardians, District personnel, and the community.

### **II. Purpose and Scope¶¶**

All employees of the SPS are mandated reporters under this policy.¶¶

SPS employees, like employees in other school departments, are in a unique position to identify potential cases of abuse and neglect of children, because of their sustained contact with school-age children. Responsible action by employees can be achieved through recognition and understanding of potential incidents of abuse, knowing and following established reporting procedures, and participating in available child abuse and neglect information/training programs.¶¶

### **Definition of Terms:¶¶**

- Neglect is the failure either deliberately or through negligence or inability, to take those actions necessary to provide a child with minimally adequate food, clothing, shelter, medical care, supervision, emotional stability and growth, or other essential care. It is understood that such inability is not solely due to inadequate economic

resources or solely due to the existence of a disabling condition. Neglect can occur while the child is in an out of home or in-home setting. Permitting a child to be truant or failing to enroll a child in school without providing an alternative program can constitute neglect.¶¶

- Physical abuse means infliction by other than accidental means of physical harm upon the body of a child.¶¶
- Emotional abuse refers to excessive, aggressive, or unreasonable behavior by an adult that places demands on a child that are above his/her capabilities. This may include verbal attacks, humiliation, degradation, and chronic rejection of the child, close confinement of the child or the permitting or abetting of delinquent behavior.¶¶
- Sexual abuse refers to any sexual contact between a caretaker and a child or the commission of a sexual offense against a child as defined by the criminal laws of the Commonwealth.¶¶
- Verbal sexual harassment of a child by anyone including school district employees/volunteers is recognized as a form of child abuse and a warning sign of actual physical or sexual abuse.¶¶

¶¶  
All SPS employees who have reasonable cause or suspicion to believe that a child is suffering physical or emotional injury resulting from abuse or neglect shall report such a belief to the appropriate authority, according to the SPS Child Abuse and Neglect Reporting Procedures. When physical abuse is suspected, the teacher or other reporter will refer the child to the school nurse who will evaluate and record the nature of the injury. It is not the responsibility of the person reporting child abuse/neglect or of the SCAN (Salem Child Abuse and Neglect Team) Team to prove that the child has been abused/neglected, only that there is "reasonable cause" for concern. The SCAN Team is responsible for insuring confidentiality to the extent possible.¶¶

¶¶  
Confidentiality must be exercised throughout this procedure. Copies of the 51A are not a part of the child's educational record and are kept separately in a secure file in the principal's office.¶¶

### **III. Application**¶¶

The Superintendent of Schools has the responsibility to ensure that the SPS Child Abuse and Neglect Policy and the SPS Child Abuse and Neglect Reporting Procedures are implemented in the school system. The organizational structure to implement this policy will be through the establishment and support of School-based Child Abuse and Neglect (SCAN) Teams.¶¶

¶¶  
School-based Child Abuse and Neglect Teams (SCAN)¶¶

¶¶  
SPS will establish and support building-based SCAN Teams in each school. This team will consist minimally of the principal, the counselor, and the school nurse. The names of the members of the building-based team will be made known to all employees working in

the building.¶¶

Each team will:¶¶

- meet at the beginning of each school year to review the SPS Child Abuse and Neglect Policy and the SPS Child Abuse and Reporting Procedures.¶¶
- ¶¶
- Conduct one child abuse and neglect information/training workshop for the school's employees in the first month of the school year.¶¶
- ¶¶
- collaborate with the system wide SCAN and community agencies regarding programs to raise awareness of issues of child abuse and neglect, and¶¶
- coordinate mental health services to children deemed to be suffering from child abuse and neglect and to their families, whenever they are requested or considered to be necessary.¶¶

System wide¶¶

¶¶

SPS will have a system-wide SCAN. This team will consist minimally of a representative from each building based team.¶¶

The Superintendent of Schools or designee will be responsible for overseeing the operation of the system wide team. The Superintendent or designee will be responsible for maintaining data that result from reports to the Department of Social Services.¶¶

The team will:¶¶

- provide consultation and supports to individual team members and to the school based teams,¶¶
- monitor cases reported to the Department of Children And Families¶¶
- review and evaluate annually the continued efficacy of the SPS Child Abuse and Neglect Policy and the SPS Child Abuse and Neglect Reporting Procedures, and¶¶
- ¶¶
- develop on an annual basis a curriculum for one child abuse and neglect information/training workshop for all school system employees to be conducted in the first month of each school year. The curriculum will be developed with input from each of the building based SCAN Teams and with the advice of one or more consultants who are experts in the field of child abuse and neglect.¶¶

### **Implementation¶¶**

The procedures for implementing the Child Abuse and Neglect Policy will include information about training all SPS employees on information about child abuse and neglect and mandated reporting procedures, and maintaining documentation and record keeping resulting from reports of suspected abuse and neglect to the Department of Children and Families (DCF). Nothing in this policy, however, prohibits any professional from notifying the DCF directly when such professional has reasonable cause to believe abuse or neglect occurred. In such a case, the Building Principal and Superintendent or

designee must be informed that the suspected abuse or neglect was reported.¶¶

### **Training¶¶**

#### **New Employees¶¶**

Prior to the start of employment or within the first months of employment, every new employee will be required to attend training on mandated reporting requirements pursuant to M.G.L. c. 119, § 51A.¶¶

#### **Current Employees¶¶**

Every employee will be required on an annual basis to attend training on mandated reporting requirements pursuant to M.G.L. c. 119, § 51A.¶¶

Every employee will be required on an annual basis to attend a workshop that includes information on the legal and psychological aspects of child sexual and physical abuse, the impact such abuse has on children, and the appropriate response to a child who has made an allegation of abuse.¶¶

### **Documentation and Record Keeping¶¶**

Superintendent of Schools will:¶¶

- develop a procedure for building based and system-wide documentation and record keeping of complaints relating to the conduct of school personnel and students regarding child abuse and neglect.¶¶
- ¶¶
- in cases involving school personnel, develop a procedure for communicating in writing to the complainants of the status and disposition of the case, to the extent possible, without compromising the investigation or confidentiality rights of involved persons, and¶¶
- ¶¶
- notify school administration on an annual basis of their obligation to advise and inform the superintendent of allegations and complaints that involve suspected criminal activity as it relates to issues of child abuse and neglect.¶¶

### **Complaints¶¶**

A person who believes this policy and/or procedure have not been correctly observed should contact:¶¶

Assistant Superintendent for Pupil Services¶¶

29 Highland Ave¶¶

Salem MA 01970¶¶

978-740-1245¶¶

¶¶

### **Penalties¶¶**

According to M.G.L. c. 119, § 51A, mandated reporters are immune from civil or criminal liability when they file a report pursuant to their duties. Mandated reporters cannot be discharged, discriminated against or retaliated against by their employers if

they, in good faith, make a report or testify in any proceeding involving child abuse or neglect. If any of these things happen, the employer shall be liable.¶

The statute also states that any person who is legally required to report suspected child abuse, i.e., is a mandated reporter, who fails to do so is subject to a criminal fine. In addition, school employees will be subject to disciplinary action by the school department up to and including dismissal.

**Approved by School Committee: October 7, 2014**

**Reviewed: October 2015**

#### IV. References

MGL c 119 § 51A:290A:39E

Reviewed and referred by Policy Subcommittee 6/15/21

1st reading 6/21/21



## **STUDENTS AND INSTRUCTION**

**5000**

## **HEALTH AND SAFETY**

**5700**

## **COMMUNICABLE DISEASES**

**5706**

In accordance with Massachusetts General Laws and the Massachusetts Department of Public Health regulations, students diagnosed with a communicable disease will be excluded from school and may be required to submit documentation from a primary care provider approving their return to school.

When one or more cases of a vaccine-preventable disease are diagnosed, all those susceptible, including those with medical or religious exemptions, are subject to exclusion as described in the Massachusetts Department of Public Health Reportable Diseases, Surveillance and Isolation and Quarantine Requirements.

In cases of certain diseases when the question of communicability and exposure pose a risk to the public health, the superintendent will be responsible for the enforcement of the exclusion of students refusing to comply with the Board of Health requirements for prevention and control measures.

In all instances, school personnel will respect an individual's right to privacy and medical confidentiality.

Refer to Salem Public Schools School Health Services Protocols and Guidelines Legal References: MGL 71:55; 111:6; 105 CMR 300.000 ( Reportable Diseases, Surveillance and Isolation & Quarantine Requirements)

**Approved: 1/9/06**

**Reviewed by Policy Subcommittee: October 2015**

**Reviewed and referred by Policy Subcommittee 6/15/21**

**1st Read 6/21/21**

## **STUDENTS AND INSTRUCTION**

**5000**

## **HEALTH AND SAFETY**

**5700**

## **STUDENT PHYSICALS**

**5707**

In accordance with Massachusetts General Laws Chapter 71, Section 57, all Salem Public Schools students are required to have physical examinations by a licensed primary care provider at pre-school and kindergarten entrance and in grades 3, 6 and 9. Physical examinations are required annually for all middle and high school students participating in athletic sports.

Students requesting school health verification for an employment certificate must have a physical examination dated within 12 months of the request filed in the school health record.

Students not submitting the appropriate physical examination documentation may be subject to exclusion by the building administrator.

Refer to Massachusetts Interscholastic Athletic Association Handbook: Part IV: 56.1

Legal References: MGL 71:57  
MGL 149:87  
105 CMR 200.00

**Approved: 1/9/06**

**Reviewed by Policy Subcommittee: October 2015**

**Reviewed and referred by the Policy Subcommittee on 6/15/21**

**1st reading 6/21/21**

## PERSONNEL

4000

### ALL EMPLOYEES

4100

## HARASSMENT AND VIOLENCE

4110

Salem Public Schools is committed to maintaining an educational and work environment free from all forms of harassment and violence ~~Harassment~~ based on race, color, ethnicity, national origin, ancestry, religion, disability, national origin, ancestry, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, or sexual orientation, physical appearance, or housing status. ~~basis of race, color, national origin, ethnicity, ancestry, religion, age, disability, genetic information, veteran status, marital status, sex, gender, gender identity, sexual orientation, pregnancy, or pregnancy-related condition~~ or any other protected category as defined by state and/or federal law. ~~is unlawful and prohibited in the Salem Public Schools.~~ Salem Public Schools has a commitment to maintaining an educational environment and workplace where bigotry and intolerance, or discrimination are not tolerated and where any form of intimidation, threat, coercion and/or harassment that insults the dignity of others and interferes with their freedom to learn or work is unacceptable.

It shall be a violation of this policy for any individual to inflict, threaten to inflict, or attempt to inflict violence or otherwise harass or interfere with a student's education or an employee's work through conduct or any other form of communications.

This policy applies to all school employees, students, volunteers, contracted vendors, and other members of the school community. Each member of the school community has a responsibility to ensure that harassment and violence does not occur in the schools or at school sponsored activities. ~~The Superintendent shall insure that all members of the school community are informed of this policy.~~



Harassment is unwanted or unwelcome physical or verbal behavior relating to an individual's actual or perceived race, color, ethnicity, national origin, ancestry, religion, disability, national origin, ancestry, age, genetic information, active military or veteran status, marital status, pregnancy, or pregnancy-related condition, gender, gender identity, sex, sexual identity, disability or sexual orientation, physical appearance, or housing status ~~race, color, religion, disability, national origin, ancestry, age, genetic information, active military or veteran status, sex, sexual identity, or sexual orientation~~ or any other protected category as defined by state and/or federal law ~~race, religion, national origin, sex, disability, or sexual orientation~~, which negatively impacts the educational or work environment. This includes, but is not limited to, unsolicited remarks, gestures, physical contact, and the display or circulation of ~~written or illustrated derogatory material either physically or electronically.~~

In addition, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when any of the following occur:

~~Sexual harassment refers to sexually motivated behavior that is unwelcome and personally offensive, and interferes with a student's education or an employee's work environment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature.~~

~~¶~~

~~Examples of behavior that may be considered sexual harassment include without limitation:~~

~~Whistling, catcalls or offensive noises; Stares or obscene gestures;~~

~~Suggestive remarks, jokes about a person's appearance, or derogatory sexual terms;~~

~~Displaying offensive photographs, illustrations, or sex-related objects; Blocking a person's movements;~~

~~Touching, brushing, pinching or patting; Pulling or lifting of clothing;~~

~~Pressure for dates, sex, or information about personal sexual experiences.~~

1. Submission to such conduct or communication is made a term or condition either explicitly or implicitly to obtain or maintain employment or an educational opportunity.

2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.

3. Such conduct or communication whether intended or not, is unwelcome and has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive work or educational environment.

4. The conduct creates an intimidating, hostile, or offensive work or school environment.

~~See Cambridge language~~

~~¶~~

“While all forms of harassment are prohibited, state and federal law requires school districts pay particular attention to Sexual Harassment. Pursuant to Title IX of the Education Amendments of 1972 (“Title IX”), Salem Public Schools has a specific procedure to address sexual harassment as contemplated by Title IX.”

The definitions of discrimination, harassment and sexual harassment are broad. In addition to the above examples, other unwelcome conduct, whether intended or not, that has the effect of creating a school or work environment that is hostile, offensive, intimidating, or humiliating to either male, female or non-binary students or workers also may constitute discrimination, harassment and/or sexual harassment.

Any individuals who believe they have been harassed or who have witnessed or learned about the harassment of another person in the school environment, should inform the Principal as soon as possible. Staff who witness or have knowledge of actual or possible harassment or violence are required to report the incident to a Principal, even if the victim does not express disapproval or wish to file a complaint. If the individual does not wish to discuss the issue with the Principal, the individual should inform the Superintendent via the Title IX Coordinator: at [ phone #/address ] or the Title IX Coordinator [name] at [address, and phone]. Staff who witness or have knowledge of actual or possible

~~harassment or violence are required to report the incident to a building administrator, even if the victim does not express disapproval or wish to file a complaint.~~

### **TITLE IX COORDINATOR**

The Title IX Coordinator is responsible for ensuring Salem Public School District's compliance with Title IX and this Grievance Process. Salem Public School District's student Title IX Coordinator is Adam Colantuoni. The Title IX Coordinator for staff is Alicia Palmer. Their contact information is provided below.

Adam Colantuoni

Executive Director of Student Services and Family Supports

Salem Public Schools

Phone: (978) 740-

Email: AColantuoni@salemk12.org

Executive Director of Employee Engagement

Salem Public Schools

Phone: (978) 740-1115

Email: APalmer@salemk12.org

~~All verbal and written complaints will be investigated promptly and in as impartial and impartial and confidential a manner as possible, to ensure prompt~~  
prompt and appropriate action.

Any student, employee or other member of the school community found to have engaged in harassment shall be subject to disciplinary action, including, but not limited to, warning, suspension, expulsion or termination, subject to applicable procedural requirements. In addition, retaliation against any individual who has brought harassment or other inappropriate behavior to the attention of the school administration, or who has cooperated in an investigation of a complaint under this policy, is unlawful and will not be tolerated by the Salem Public Schools. Retaliation may also result in disciplinary action, including, but not limited to, warning, suspension, expulsion or termination, subject to applicable procedural requirements.

Under certain circumstances, sexual harassment may constitute child abuse under Massachusetts law (Chapter 119, sec. 51A). The Salem Public Schools shall comply with Massachusetts laws in reporting suspected cases of child abuse to the Department of Social Services.

Certain circumstances may violate state or federal Civil Rights, Hate Crimes, or Harassment statutes. The Salem Public Schools will comply with its Memorandum of Understanding and report appropriate incidents to the Salem Police Department.

Complaints may also be made at the following state and federal agencies:

The state agency responsible for enforcing laws prohibiting harassment in employment is the Massachusetts Commission Against Discrimination (MCAD), located at 1 Ashburton Place, Boston, MA.

The federal agency responsible for enforcing federal laws prohibiting harassment in the employment context is the Equal Employment Opportunity Commission (EEOC) located at the John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203

The state agency responsible for enforcing laws prohibiting harassment in education it is the Bureau of Equal Education Opportunity, Massachusetts Department of Elementary and Secondary Education, 75 Pleasant Street, **Malden**, MA 02148-4906.

The federal agency responsible for enforcing the federal laws regarding discrimination and harassment in relation to education is the Office for Civil Rights within the U.S. Department of Education located at 5 Post Office Square, Boston, MA (617 289-0111) OCR.  
[Boston@ed.gov](mailto:Boston@ed.gov)

Annually, each administrator will provide a written copy of this policy to all staff and provide new employees with a copy at the time of their employment.

See Complaint Form  
Internal Procedure Document

#### References:

Title VII of the Civil Rights Act of 1964, § 703; 42 USC 2000e et seq.

Title IX of the Education Amendments of 1972; 20 USC 1681 et seq.

Title II, Americans with Disabilities Act; 42 USC 12131-12134

The Rehabilitation Act of 1973, §504; 29 USC 794

MGL 151B

MGL 151C

MGL 119:51A

MGL 76:5

~~In certain circumstances, sexual harassment may constitute child abuse under Massachusetts General Laws Chapter 119, Section 51 A. The Salem Public Schools will comply with Massachusetts law in reporting suspected cases of child abuse to the Department of Social Services.~~

<del>PERSONNEL</del>	<del>4000</del>
<del>ALL EMPLOYEES</del>	<del>4100</del>
<del>HARASSMENT AND VIOLENCE</del>	<del>4110</del>
<del>Certain circumstances may violate state or federal Civil Rights, Hate Crimes, or Harassment</del>	

~~statutes. The Salem Public Schools will comply with its Memorandum of Understanding and report appropriate incidents to the Salem Police Department.~~

~~¶~~

~~Any individuals who believe that they have been the subject of any form of harassment or violence should report the conduct to a teacher or administrator. Staff will forward the complaint to a building administrator who will initiate an investigation.~~

~~¶~~

~~Complaints may also be filed with Julie A. Doherty, Civil Rights Compliance Officer, Title IX Coordinator, Salem Public Schools, 29 Highland Avenue, Salem. Telephone 978-740-1126.~~

~~Anyone filing a complaint may pursue her/his rights under the law and file a complaint with the appropriate state and federal agencies at anytime.~~

~~¶~~

#### ~~COMMONWEALTH OF MASSACHUSETTS: MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION~~

~~1 Ashburton Place, Boston~~

~~Information and Complaints: 617-994-6000~~

~~Complaints must be filed within 6 months.~~

~~¶~~

#### ~~FEDERAL GOVERNMENT: EDUCATION DEPARTMENT, OFFICE FOR CIVIL RIGHTS~~

~~33 Arch Street, Boston~~

~~Information and Complaints: 617-289-0111~~

~~Complaints must be filed within 180 days.~~

~~¶~~

#### ~~FEDERAL GOVERNMENT: EQUAL EMPLOYMENT OPPORTUNITY COMMISSION~~

~~J.W. McCormack Post Office & Courthouse, Boston~~

~~Information and Complaints: 617-565-3200~~

~~Complaints must be filed within 300 days.~~

~~¶~~

~~Staff who witness or have knowledge of actual or possible harassment or violence are required to report the incident to a building administrator, even if the victim does not express disapproval or wish to file a complaint.~~

~~¶~~

~~All verbal and written complaints will be investigated promptly and in as impartial and confidential a manner as possible, to ensure prompt and appropriate action.~~

HARASSMENT AND VIOLENCE

4110

~~Any individual, who after an appropriate investigation is found to have engaged in any form of harassment, will be subjected to disciplinary action up to and including student expulsion or staff termination.~~

~~¶~~

~~No individual will be subject to any form of coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or cooperating in an investigation. Retaliation is unlawful and the Salem Public Schools will take the appropriate disciplinary action against any individuals involved. All staff members are required to participate in a school department investigation.~~

~~¶~~

~~Violations of this policy will be cause for disciplinary action up to and including expulsion from school, termination of employment, or revocation of school department or city contracts.~~

~~¶~~

~~Annually, each administrator will provide a written copy of this policy to all staff, and provide new employees with a copy at the time of their employment.~~

~~¶~~

~~¶~~

~~¶~~

~~See Complaint Form~~

~~¶~~

~~Legal Reference: Title VII of the Civil Rights Act~~

~~Title IX of the Civil Rights Act~~

~~42 U.S.C. Section 1983~~

~~United States Constitution Amendment XIV MGL~~

~~76:5~~

~~MGL 119:51A MGL~~

~~151C~~

~~¶~~

~~¶~~

~~Approved: 2/ 7/05~~

~~Approved: 9/12/05~~

~~¶~~

~~¶~~

**Reviewed and referred by Policy Subcommittee on 6/1/21**

**1st Reading on 6/7/21**

**2nd Reading on 6/21/21**



## PERSONNEL

4000

### ALL EMPLOYEES

4100

### NEPOTISM

4117

Family relationships will at no time be a factor in the employment, assignment, evaluation, supervision or promotion of personnel. For the purposes of this policy, a “relative” is defined as a parent, child, spouse, domestic partner, sibling, parent-in-law, sibling-inlaw, child-in-law or stepchild.

~~No employees from the same family shall be assigned to a position involving an immediate supervisor-supervisee relationship between them.~~ Upon employment, ~~Full-time employees~~ from the same family shall be assigned to different schools. No substitute teachers, aides, custodians, clerks, or cafeteria employees shall replace members of their own families.

The Salem School Committee shall not employ ~~or pay any teacher or other School Committee employee from public funds (federal, state, or local)~~ a person if such ~~teacher or other~~ employee is the immediate family ~~father, mother, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, sister-in-law, or brother-in-law~~ of the superintendent, central office administrators or any member of the School Committee, unless written notice is given to the school committee two weeks prior to employment.

~~These provisions~~ shall not apply to any person within such relationship or relationships who has been regularly employed by the School Committee prior to the taking of office of any member of the committee or the superintendent of schools, or who has been regularly employed by the School Committee prior to the inception of such relationship or relationships.

These guidelines shall in no way affect present assignment; they shall be used in determining future assignments only.

Permanent (building and/or long-term) substitutes will be considered full-time teachers under the policy.

Legal Reference: MGL 71:67

Reviewed and referred for 1st reading on 5/25/21

1st reading 6/7/21

2nd Reading 6/21/21

**PERSONNEL** 4000

ALL EMPLOYEES 4100

~~ACCEPTABLE~~ RESPONSIBLE USE OF TECHNOLOGY 4120  
See also Policy 5501 Responsible Use of Technology (for students)

The Salem Public School District provides access to technology devices, Internet, data systems, and other applications to support teaching, enhance learning, and improve productivity. The Committee 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. Further, this policy governs the electronic activity of all employees and students when using and accessing the district's technology and data systems regardless of the user's physical location.

The Superintendent of Schools shall see to the drafting of a Responsible Use Agreement 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.

### **Guiding Principles for Responsible Use Agreements**

The Superintendent shall ensure that the Responsible Use Agreement(s) developed align with the following guiding principles:

- Online tools, including social media, should be used in our classrooms, schools, and central offices to increase community engagement, staff and student learning, and core operational efficiency.
- SPS has a legal and moral obligation to protect the personal data of our students, families, and staff.
- SPS should provide a baseline set of policies and structures to allow schools to implement technology in ways that meet the needs of their students.  
All students, families, and staff must know their rights and responsibilities outlined in the Responsible Use Policy and government regulations.
- Nothing in this policy shall be read to limit an individual's constitutional rights to freedom of speech or expression or to restrict an employee's ability to engage in concerted, protected activity with fellow employees regarding the terms and conditions of their employment.

### **Annual Agreement and Review**

The Superintendent shall ensure that the Responsible Use Policy is available to staff and students at the beginning of each year. Technology users are required to verify that they have read and will abide by the Responsible Use Policy annually.

This policy governs all electronic activity of staff and students using and accessing the district's technology and data systems regardless of the user's physical location. is intended to delineate the roles and responsibilities of all technology users in the school district. All Salem Public Schools employees and students are required to comply with the provisions herein.¶



The use of Salem Public School District technology is a privilege, not a right. Staff must supervise student use of technology at all times. Staff is responsible for their conduct when using Salem Public Schools technology.

### **Definitions¶**

As defined in this policy, the term technology includes, but is not limited to: all computers; printers, scanners, peripheral equipment; networks; Internet resources, including production of Web content, all forms of Web-based synchronous and asynchronous communication including electronic mail, and file transfer protocol; multimedia, video, laser, cable, TV, telephone, and fax equipment; language lab equipment; all software and files, including all user files generated from the use of the resources listed herein; as well as the supplies used to maintain technology.¶



The term "staff" includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term "user" includes staff members and anyone who makes use of Salem Public School's technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.¶



### **Technology Use¶**

All users must sign and return an Acceptable Use Policy Statement before being allowed to use any of the district's technology. The Acceptable Use Statement will stay in effect as long as the staff member is employed in the Salem School District. When a staff person moves from one school or department to another within the Salem School district, the Acceptable Use Statement must be signed and submitted again.¶



Users are not allowed to utilize Salem Public Schools technology if a signed Acceptable Use Policy Statement has not been submitted to their school. Users may not login under a generic or shared password.¶



### **Internet Use¶**

The Internet contains a rich collection of educational resources which can enrich and extend instruction. Because it is an unregulated, worldwide medium that is always growing and changing, it is the responsibility of Salem Public School employees to ensure that students can make use of this resource safely and responsibly.¶



Salem Public Schools uses an Internet content filter that is compliant with the Child Internet Protection Act (CIPA), in that it blocks material that is obscene, pornographic, and in any way harmful to minors. All use of the Internet is monitored.¶



Beyond this, each technology user must take responsibility for his/her actions online. Any attempt to:¶

- visit inappropriate web content¶
- download inappropriate files with or to Salem Public Schools equipment¶

- ~~upload files to any site not approved by the Salem Public Schools,~~
- ~~communicate with anyone in an inappropriate, harassing or threatening manner,~~
- ~~upload information such as pictures and personal information of any staff or student~~

~~will result in immediate revocation of computer privileges as well as possible disciplinary and/or legal action. Internet filters are not a substitute for staff diligently monitoring students' computer and Internet use. Students must be appropriately monitored at all times to ensure that they are visiting acceptable sites and complying with the Acceptable Use Policy and all school rules. Staff is responsible for ensuring student use of web sites is age appropriate and enhances the Salem Public Schools educational curriculum.~~

~~¶~~

### ~~**Technology Code of Ethics**~~

1. ~~Respect the school's property. All technology is the property of the Salem Public School district. Desktop technology is not assigned to personnel, but rather to specific physical room locations. No one is to intentionally move, damage or tamper with desktop technology. Desktop and laptop technology can only be moved or reassigned by the Department of Information Systems. Laptops are covered by the Laptop Receipt and Use Agreement.~~
2. ~~Use technology for school-related, educational activities. This includes but is not limited to the use of the Internet, electronic mail, local and wide area networks, and other digital resources. Commercial activity of any kind including but not limited to sales or promotions of products or services, unauthorized solicitations on behalf of charities, persons or organizations, political lobbying and/or illegal activities is strictly prohibited. E-mail sent to all staff requires appropriate administrative approval.~~

### ~~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~~

~~See also Policy 5501 Responsible Use of Technology and Media (for students)~~

~~Reviewed and referred by the Policy Subcommittee on 6/1/21~~

~~1st Reading on 6/7/21~~

~~2nd Reading on 6/21/21~~

**PERSONNEL** 4000

PROFESSIONAL & SUPPORTL STAFF 4200

PROFESSIONAL STAFF POSITION CONTROLS 4201

~~All professional staff positions will be created initially by the School Committee. It is the committee's intent to activate and maintain a sufficient number of positions to accomplish the school system's goals and objectives and to provide for the equitable staffing of each school building. It is the responsibility of the Superintendent, and of persons to whom he or she delegates this responsibility, to determine the personnel needs of the school district. The Superintendent will present for the committee's approval a job description for each proposed position. No position may be created without the approval of the School Committee. Although such positions may remain temporarily~~  
unfilled, only the committee may abolish a position it has created.

~~Each time a new position is established by the committee, the superintendent will present for the committee's approval a job description for the position, in which the jobholder's qualifications and job's performance responsibilities are specified. The superintendent will maintain a complete set of job descriptions for all positions in the District.~~

#### RECRUITMENT

~~It is the policy of the Salem Public Schools to conduct a fair and equitable recruitment, interview and hiring procedure so that equal employment opportunities are realized. To this end, all persons conducting interviews, as well as those recommending and hiring candidates, must comply with this policy and its regulations as set forth by the administration.~~

#### POSTING OF VACANCIES

~~All new or replacement positions within the Salem Public Schools must be posted in appropriate locations at all schools. All posted positions will also be advertised in the local newspaper at the discretion of the superintendent.~~

Approved: June 7, 2010

Reviewed by Policy Subcommittee 2/28/19

~~Need examples to better define "professional staff"~~

Reviewed and referred for 1st reading on 5/25/21

1st reading 6/7/21

2nd reading 6/21/21

**PERSONNEL** **4000**

PROFESSIONAL STAFF 4200

TEACHERS' REVIEW OF STUDENT FILES 4203

Administrators are expected to make available to teachers Individual Education Plans (I.E.P.s), Title 1 Reports, and any other pertinent correspondence relating to the academic, emotional and medical concerns of each student in their classes.

Reviewed by Policy Subcommittee 2/28/19

Recommended for deletion

Reviewed at Policy Subcommittee on 5/25/21  
Recommended for deletion - 1st reading 6/7/21  
2nd reading 6/21/21

<b>PERSONNEL</b>	<b>4000</b>
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<u>PROFESSIONAL STAFF</u>	4200
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<b>EMPLOYEE</b> <del>TEACHER</del> EVALUATION	4204
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The Salem School Committee is committed to regular and meaningful evaluation of all staff. For pertinent information, refer to appropriate negotiated agreements.

Reviewed by Policy Subcommittee 2/28/19

Reviewed and referred for 1st reading on 5/25/21

1st reading 6/7/21

2nd reading 6/21/21

## PERSONNEL

4000

### PROFESSIONAL STAFF

4200

#### PROFESSIONAL ~~PLAN FOR PROFESSIONAL STAFF~~ **GROWTH AND DEVELOPMENT** 4205

The Salem Public Schools shall adopt and implement a professional development plan **to support the professional growth and development of** for all principals, teachers, and other-~~professional~~ staff employed by the district (~~to include~~**ing** professional support teams established pursuant to MGL Chapter 71, Section 38G). Plans will be updated annually and a budget set forth for professional development within the confines of the foundation budget. ~~Said~~**This** plan shall include training in the teaching of new curriculum frameworks and other skills required for the effective implementation of this act, including participatory decision-making, and parent and community involvement. ~~The~~**Said** plan shall also include training for members of school councils, pursuant to MGL Chapter 71, Section 59c. In accordance with the **Every Student Succeeds Act (ESSA)**, **professional training opportunities** ~~No Child Left Behind Act (NCLB)~~, ~~professional training opportunities~~ will be provided for paraprofessionals.

Approved: 9/12/05

**Reviewed by Policy Subcommittee 2/28/19**

**Reviewed and referred by the Policy Subcommittee on 6/1/21**

**1st reading on 6/7/21**

**2nd reading on 6/21/21**

- Members asked to discuss with Kate Carbone**



**PERSONNEL** 4000

SUPPORT STAFF 4300

SUPPORT STAFF POSITIONS 4301

The School Committee recognizes and functions on the belief that its support staff members are important and necessary to the total educational process.

Education is a cooperative enterprise in which all employees of the school department must participate intelligently and effectively for the benefit of the children. The school department will employ support staff members in positions that function to support the educational program.

All support staff positions will be established initially by the School Committee. In each case, the superintendent will submit for the committee's consideration and action a job description or job specifications for the position.

Although positions may remain temporarily unfilled, or the number of persons holding the same type of position reduced in the event of staff reduction requirements, only the committee may abolish a position it has created.

Reviewed by Policy Subcommittee March 2019

Reviewed by Policy Subcommittee 5/25/21

Recommended for deletion - 1st reading 6/7/21  
2nd reading 6/21/21

**PERSONNEL** 4000

**SUPPORT STAFF** 4300

**BUS DRIVERS** 4302

The School Committee will reserve the right to approve or disapprove persons employed by the bus contractor to drive school transportation vehicles.

1. Courteous and careful drivers will be required.
2. Each driver will file with school officials a medical certificate and proof of freedom from tuberculosis.
3. Only persons who are properly licensed by the state and have completed the driver-training program will be permitted to drive school buses.
4. The contractor will furnish the School Committee with a list of names of drivers and their safety records for the last three years.
5. The contractor will notify school officials as soon as possible of any change of bus drivers.

SOURCE: MASC August 2016

LEGAL REFS.: M.G.L. 90:7B; 90:8A; 90:8A ½

~~A school bus driver must meet special requirements. First, one must pass two Registry of Motor Vehicle tests in order to receive a commercial driver's license. These tests consist of a 5-part written portion and 1.5 hours driving portion. Then the prospective bus driver must obtain a Department of Public Utility motor bus driver's certificate, which requires 10 hours of classroom instruction, 10 hours of driving under supervision, as well as a Criminal Offender Record Information (C.O.R.I.) check from the Department of Probation. Yearly re-certification requires a driver to pass a doctor's exam and to complete 8 hours of classroom training as per the negotiated contract. The Salem Public Schools reserve the right to conduct C.O.R.I. checks as needed.~~

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~~Approved: 9/12/05~~ ¶

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~~Reviewed by the Policy Subcommittee March 2019~~

Reviewed and referred for 1st reading on 5/25/21

1st reading 6/7/21

2nd reading 6/21/21

## STUDENTS AND INSTRUCTION

5000

### ATTENDANCE

5100

### SCHOOL AGE AND ATTENDANCE

5101

Attendance is vital for student learning. For this reason, the Salem Public Schools encourage families to ensure that students are in school, on time every day. Under Massachusetts General Law (School Attendance, Chapter 76) attendance is compulsory. This means that, at a minimum, all children between the ages of six and sixteen are required to attend school daily. The School Committee also believes that daily attendance up to a student's graduation is essential to optimize learning.

Under the law, students with 8 or more unexcused absences or 15 unexcused half-days in any period of six months may, upon the recommendation of the school principal or designee, be referred to the Supervisor of Attendance for intervention or action. Every absence impacts student learning, however, regardless whether it is excused, unexcused, a tardy, or an early dismissal. Any student with 8 or more absences (excused or unexcused) may be referred to the school student support team. Considered together, absences for any reason can have an impact on student learning and academic and social emotional outcomes.

Students absent from school for a full-day may not participate in school-sponsored activities on the day or evening of the absence.

~~The district recognizes that illnesses, emergencies and religious observations may periodically interfere with school attendance.¶~~

~~An excused absence shall be defined as an illness, treatment, hospitalization, or death in the family; observance of a religious holiday; documented court/legal/governmental appearances by the student; or administrator approved absences and field trips (including college visits). ¶~~

#### Excused Absences

Salem Public Schools recognizes that students will, at times, have legitimate reasons to be absent. Potential reasons for excused absences include the following:

- Student's illness or injury
- Death of a close family member
- Observance of a major religious holiday
- Court summons (student's name must appear on the summons)
- School/administration approved activities
- College visits (documentation required)
- Legal, immigration, military or other similar obligations
- Medical or psychological appointments during the school day

- **Suspension**

Parents/guardians are expected to call in a student's absence into the school's absence reporting system each day the student is absent. To be eligible for an excused absence, the parent/guardian shall provide the school with notice explaining the absence as soon as possible and within no more than 5 days of the return to school.

#### **Medical Documentation Requirements**

To be deemed excused, an absence of more than 3 consecutive days must be documented in writing by an appropriately licensed medical professional, e.g. physician, nurse practitioner, physician's assistant, psychiatrist, psychologist, therapist, or dentist who has physically assessed the student.

#### **Unexcused Absences**

An absence is considered unexcused when a student misses school for reasons that fail to meet the criteria for an excused absence as defined above.

#### **Annual School Absence Protocol and Notification**

The Salem School Committee requires that each school establish a student absence protocol and notification system. Principals shall send, at the beginning of each school year, notifications to the parent/guardian of each student regarding the school's protocol.

#### **Truancy and Habitual Truancy**

A student is considered truant when s/he misses school without permission or a valid excuse. Parents/guardians will be notified if a student is suspected of being truant.

A student is considered habitually truant if they are willfully failing to attend school for eight (8) or more school days in a quarter without a lawful and reasonable excuse as outlined above. For schools not operating on a quarter system, sixteen (16) missed days per semester or eleven (11) missed days per trimester shall apply.

#### **Parent/Guardian and School Responsibilities**

Parents/guardians are legally responsible for ensuring that their child attends school daily. Pursuant to M.G.L. c. 76, § 1B, the school will notify the parent/guardian of a student who has missed 5 or more school days unexcused in a school year. The school administrator/designee will make a reasonable effort to meet with the parent/guardian of a student who has 5 or more unexcused absences to develop action steps for student attendance. The action steps shall be developed jointly and agreed upon by the school principal, or a designee, the student and the student's parent/guardian and with input from other relevant school personnel and officials from public safety, health and human service, housing and nonprofit agencies.

## **Chronic Absenteeism**

Chronic Absence is defined as a student missing 10% or more days of school within a school calendar year including all absences regardless of whether they are excused or unexcused. Starting as early as preschool and kindergarten, students' chronic absence is a primary cause of low academic achievement and a powerful predictor of which students will eventually drop out of school. Students who have poor attendance over multiple years will struggle to make up for the lost time in the classroom. Students' chronic absenteeism can leave third graders unable to read proficiently, sixth graders struggling with coursework and high school students off track for graduation.

### **Plan for Reducing Chronic Absenteeism**

The Superintendent shall track and measure chronic absenteeism across the district and shall develop a comprehensive plan to reduce chronic absenteeism wherever concerning patterns exist. Each school shall also develop its own plan to reduce chronic absenteeism that shall be included in its School Improvement Plan. Such plans should be proactive in reducing barriers to consistent student attendance, responsive to student and family needs, and involve key school staff members (such as a Student Support Team), and other stakeholders including community partners.

~~A student out of school for four (4) or more days consecutively within a term or who exhibits a pattern of absenteeism, must have a doctor's note when returning to school for that absence to be excused. In exceptional situations (flu epidemic, chicken pox, etc.) the school nurse will determine whether or not a doctor's note shall be required to re-enter school.¶~~

### **Enforcement of Student Attendance**

Salem Public Schools exercises its rights to enforce M.G.L. 76, §1 or Chapter 119, §51A. The Salem School District will be proactive in efforts to intervene when absenteeism is high and/or impacts student learning. For such irregular attendance of any kind, a student shall be referred to the school attendance ~~team officer~~. Students ~~who are identified as habitually truant (as defined above) absent from school for eight (8) or more days or fifteen half days in any six-month period may, upon the recommendation of the school nurse or school principal, will~~ be referred to the district's Supervisor of Attendance and potentially other forms of ~~more serious administrative~~ intervention or action.

### **Educational Services Due to Absences for Illness/Injury**

For absences of several days due to illness or injuries, students and families should contact teachers to establish a reasonable schedule for making up missed work. Students in middle and high school are strongly encouraged to seek out extra help before or after school, or at some other mutually agreeable time if they need assistance from a teacher as the result of an absence.

Per 603 CMR 28.03(3)(c) and 28.04(4), parents/guardians of students who are absent because of illness or injury for 14 consecutive school days, or students with chronic illnesses who have recurring home/hospital stays of less than 14 consecutive school days, when such recurrences have added up to or are expected to add up to more than 14 school days in a school year, are eligible for home or hospital educational services if they are requested and the medical need is documented by the treating physician. In these cases, the parent/guardian should contact the Office of Student Services and Family Supports to set up educational services that will enable the student to keep up in his/her courses of study and minimize the educational loss that might occur during the period of confinement at home or hospital.

Legal References: MGL 76:1, 1A, 1B, 2, 4, 5, 20 and 119: 51A

603 CMR 28.03(3)(c)

<https://www.mass.gov/juvenile-court-rules/juvenile-court-standing-order-3-21-child-requiring-assistance-proceedings>

[www.attendanceworks.org/research/](http://www.attendanceworks.org/research/)

Approved by School Committee November 17, 2014

Reviewed and Referred by the Policy Subcommittee on 5/6/21 (pending legal reference review).

First Reading on 5/17/21

Second Reading on 6/7/21

Third Reading on 6/21/21

## 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 a Salem elementary or K-8 school for three (3) continuous school years or a middle or high school for two (2) continuous years ~~Salem High School for the three (3) years prior to his or her senior year~~, may complete his or her schooling to the highest grade level offered at the respective elementary, middle, or high school, regardless of the residence of his or her parents. ~~senior year at Salem High School, regardless of the residence of his or her parents.~~

Students who do not qualify for the above exceptions may seek to remain in the district via the inter-district school choice program, should Salem participate in the program in the relevant year.

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

Approved: August 19, 2019

Discussed at Policy Subcommittee on 3/23/21 and 4/8/21

Sent for legal review 4/8/21

Reviewed and referred by the Policy Subcommittee on 5/6/21

1st Reading on 5/17/21

2nd Reading on 6/7/21

3rd Reading on 6/21/21