

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



**Ms. Beth Anne Cornell
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”

DATE POSTED: May 26, 2022

SPECIAL SCHOOL COMMITTEE MEETING

Notice is hereby given that the Salem School Committee will hold a **Special School Committee meeting on May 31, 2022 at 5:00 p.m.** This meeting will be held online using the Zoom platform.

Zoom Link to participate:

<https://us06web.zoom.us/j/83674007180?pwd=UkFhR1lZcWxMV1FIQUFlcEk5TC9WUT09>

Passcode: 009727


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. Live Spanish Interpretation.

Spanish language interpretation is now provided for all Regular School Committee meetings. To listen to this meeting with Spanish language interpretation, please see instructions below:

1. Click **Interpretation** .
2. Click **Spanish**
3. (Optional) To hear the interpreted language only, click **Mute Original Audio**.

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/z8DdXpaN6yE5WSFM8>. 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 Jensen Frost at jfrost@salemk12.org or 617-285-7567 with any questions or to report any technical difficulties you experience.

II. Approval of Agenda

III. Public Comment

Please see above for instructions on participating in public comment.

IV. Discussion of Student Advisory Committee scholarship

V. Action Items: New Business

- a. Deliberation and vote on approval of Saltonstall Gr. 8 Canobie Lake trip, 6/9/2022
- b. Deliberation and vote on approval of Superintendent's recommendation to appoint Assistant Superintendent of Finance & Operations

VI. School Committee Concerns and Resolutions

- a. Fair Share Amendment

VI. Adjournment

Respectfully submitted by,

Mindy Marino

Executive Assistant to 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. Beth Anne Cornell
Sr. Manny Cruz
Sra. Amanda Campbell**

Alcaldesa Kimberley Driscoll, Preside

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

FECHA DE PUBLICACIÓN: 26 de mayo de 2022

REUNIÓN ESPECIAL DEL COMITÉ ESCOLAR

Por la presente se notifica que el Comité Escolar de Salem llevará a cabo una **Reunión especial del Comité Escolar el 31 de mayo de 2022 a las 5:00 p.m.** Esta es una reunión en línea por Zoom.

Haga clic en el enlace a continuación para unirse al seminario web:

<https://us06web.zoom.us/j/83674007180?pwd=UkFhR1lZcWxMV1FIOUFlcEk5TC9WUT09>

Contraseña: 009727


I. Convocatoria a la Sesión Abierta

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

Lectura en voz alta: *El Comité Escolar de Salem desea escuchar al público sobre temas que afectan al distrito escolar y que están dentro del alcance de las responsabilidades del Comité. Se ofrecerá interpretación al español para quien lo necesite.*

b. Interpretación al español en vivo

La interpretación al español se provee en todas las reuniones del Consejo Escolar Regular. Para escuchar estas reuniones con la interpretación al español, por favor vea las instrucciones de abajo:

1. Pulse en **Interpretation** .
2. Pulse en **Spanish**
3. (Opcional) Para escuchar la lengua interpretada solamente, pulse **Mute Original Audio**.

c. Instrucciones para Participar en el Comentario Público

Si cualquier miembro de la comunidad de Salem desea participar en el comentario público durante esta reunión, por favor pulsar en el enlace de abajo para registrarse y someter su comentario electrónicamente: <https://forms.gle/z8DdXpaN6yE5WSFM8>. Un miembro del personal reunirá todos los comentarios que serán compartidos con los miembros antes de finalizar la reunión pública. Los comentarios también serán resumidos en las minutas de la reunión. Por favor, póngase en contacto con Jensen Frost en jfrost@salemk12.org o en el 617-285-7567 si tiene alguna pregunta o para informar de cualquier dificultad técnica que experimente.

II. Aprobación de la Agenda

III. Comentario Público

Favor de ver arriba para instrucciones sobre cómo participar en los comentarios públicos.

IV. Debate sobre la beca del Comité Asesor de Estudiantes

V. **Elementos de Acción: Asuntos Nuevos**

- a. Deliberación y votación sobre la aprobación del viaje de Saltonstall Grado 8 a Canobie Lake, 9-jun-2022
- b. Deliberación y votación sobre la aprobación de la recomendación del Superintendente para nombrar al Superintendente Asistente de Finanzas y Operaciones

VI. **Inquietudes y Resoluciones del Comité Escolar**

- a. Enmienda sobre igualdad de oportunidades

XIII. **Clausura**

Sometido respetuosamente por,

Mindy Marino

Asistente Ejecutiva del Superintendente

“Las personas que requieran ayuda auxiliar y servicios para una comunicación eficiente tal como un intérprete de lenguaje de señas, un dispositivo asistente para escuchar, o material impreso en formato digital o una modificación razonable de programas, servicios, políticas, o actividades, puede ponerse en contacto con el Coordinador ADA de la Ciudad de Salem al (978) 619-5630 a la brevedad y no más de 2 días laborales antes de la reunión, programa o evento.”

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	Saltunstall	Date of Request	Date of Field Trip	
Coordinator	Darryl Huntington	5/20	6/9	
Coordinator Contact Info	Phone: 978-210-6938 Email: dhuntington@salemk12.org	Total Number of Students	Departure Time	Return Time
Grade Level(s)	8th	44	8:30	4:00
Destination <small>Please identify that place AND the specific location and address for the trip.</small>	Candice Lake Park 85 N Poling St Salem, NH	Location and Duration <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 checked="" type="checkbox"/> Beyond normal school hours <input type="checkbox"/> Overnight trip		

II. Learning and Accessibility

Instructional Alignment <input type="checkbox"/> Alignment: The trip is aligned to standards <input checked="" type="checkbox"/> Preparation Plan: Students will be prepared for trip <input type="checkbox"/> Post-Trip Plan: Students will synthesize learning <u>Comments:</u>	Accessibility and Inclusion for All Students <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>
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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: <i>Adam Keen</i>		Date: 5/23/22

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 checked="" type="checkbox"/> Yes <input 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: _____
<i>Salter</i>		
If SPS Bus needed, please specify the following information:	Pick Up Time: 9:00 Pick Up Location: Saltunstall	Return Time: 9:00 Return Location: Saltunstall

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	

VII. Principal Review and Approval (Required for ALL Field Trips)

School Principal Signature: <i>[Signature]</i>	Date: 5/19/22
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May 23, 2022

To Salem School Committee:

We are requesting approval to take our “graduating” 8th graders to Canobie lake park in Salem, New Hampshire on Thursday, June 9th. The plan is to leave the school at 8:30am and to return to the school at 4:30pm. Bussing for this trip has been secured as well as space at the park. For many years we have taken our 8th graders to the park as a celebration of our time together at Saltonstall school. This trip has been missed for the past 2 years due to Covid and we hope to restart this tradition on June 9th. Thank you for your consideration.

7/8 Team Saltonstall

Elizabeth Pauley
pauleye@gmail.com
617.416.2907

PROFESSIONAL EXPERIENCE

The Boston Foundation, Boston, MA

July 2006- present

Associate Vice President, Education to Career, **January 2018- present**

- Integrate education and health strategies and grantmaking to best meet the needs of Boston's children, beginning at birth and extending through to the launch of a career.
- Develop and lead all aspects of strategy development and implementation in early childhood, K-12, postsecondary, and health.
- Represent the Foundation with diverse constituencies, including students, residents, donors, civic leaders, and policy makers.
- Collaborate with external organizations to raise awareness of the need to invest in early childhood and to expand access to pediatric mental and behavioral health.
- Lead the cross-sector Success Boston Strategy Group that operationalizes the initiative's program and policy work; serve as thought partner and leader to create a new, equity-focused strategic framework for citywide postsecondary attainment.
- Steward the \$4.2 million Education & Health grantmaking budget and partner with development staff to raise additional funds.
- Develop content and lead implementation for online and in-person forums and convenings to uplift voices of stakeholders on key issues facing the region. Examples include early childhood series on workforce issues, teacher EdTalks, and forums on early childhood health interventions and outcomes.
- Serve as a critical friend to public sector institutions, especially the Boston Public Schools.
- Annually track and report on key metrics of progress toward goals.
- Lead a team of five.

Previous roles at TBF:

Senior Director, Education to Career, January 2015- January 2018

Program Director, Education to Career, December 2011-January 2015

Senior Program Officer, Education, July 2006-December 2011

- Partner with donors and other stakeholders to create early childhood strategies that are informed by research, lived experience and timeliness of opportunity. Collaborated with individual and institutional funders to support advocacy efforts to influence the 1115 Medicaid waiver application to extend mental and behavioral health coverage for young children.
- Convene partners and design the program, launch and ongoing work of Success Boston, the citywide initiative to double college graduation rates for Boston students. Ensure successful implementation of the decade long, nationally recognized Success

Boston coaching model, which has been shown by a quasi-experimental study to have a significant impact on students' ability to persist through college. As of 2021, the number of college graduates from the Boston Public Schools has increased from 35% to 54%, a 77% increase in the number of graduates.

- Oversee the implementation of a \$6 million Social Innovation Fund (SIF) federal grant from the Corporation for National and Community Service which expanded the proven coaching model threefold, to provide support for 40% of college going students from the Boston Public Schools. Partner with Development Staff to raise the required 1:1 match.
- Partner with donors and civic leaders to create philanthropic prizes, including:
 - The Deval Patrick Prize for Community Colleges (2014) to recognize exemplary partnerships between community colleges and employers across Massachusetts.
 - The Pozen Prize for Charter Schools, (2013) to recognize excellence in autonomous and innovative schools in Greater Boston.
- Beginning in 2011, design, create, and host the annual Boston EdTalks event, to showcase presentations from teachers representing district, charter, and Catholic schools in Greater Boston. Over 80 teachers have presented.
- In 2010, research, staff, and support the launch of the Boston Opportunity Agenda, a collective impact partnership with shared goals to increase equity and educational attainment, beginning in early childhood and extending through postsecondary completion.
- Regularly represent the Boston Foundation on task forces, including the Massachusetts Department of Elementary and Secondary Education's Task Force to create Teacher Evaluation Regulations, the Thrive in Five Advisory Committee, and Governor Elect Baker's Education Transition Team .

Massachusetts Department of Education, Malden, MA

October 1999 - July 2006

Director, Leadership Initiatives, **April 2001 - July 2006**

Consultant, **October 1999 - April 2001**

- Lead the implementation of a Wallace Foundation state policy grant to redesign the preparation, support, and development of education leaders. Delivered training and professional development to administrators and leadership teams statewide. Provided technical assistance to Springfield and Boston to develop principal licensure programs.
- Create and manage a state leadership advisory board to advise on issues related to recruitment and licensure for school and district leaders.
- Manage the statewide National Board for Professional Teaching Standards Candidate Subsidy and Master Teacher program, which supported over 200 teachers through to earn national certification.
- Develop a draft performance assessment framework for alternative certification for new teachers.
- Oversee statewide teacher leadership, recognition, and mentoring initiatives.

National Alliance of Business, Washington, D.C.
Project Manager, October 1996 - October 1999

- Manage a national business-led campaign to enlist 10,000 employers to use school records as part of entry-level hiring. Write grant proposals and raise funds to support and implement the project.
- Conduct outreach and provide technical assistance to communities and national organizations working to develop business/education partnerships.
- Research and draft publications, including *Improving the Quality of Teachers: The Business Role* and a bi-monthly newsletter.

American Federation of Teachers, Washington, D.C.
Consultant, June 1996 - June 1997

- Research and draft a report: *Defining World Class Standards: What Students Abroad Are Expected to Know About Mathematics*, comparing math standards and expectations in four countries.

Truesdell Elementary School, Washington, D.C.
Teacher & Teach For America Corps Member, September 1993 - June 1996

- Plan and implement a combined 2nd & 3rd grade curriculum and activities annually in all subjects for self-contained classes of up to 30 students.
- Revise TFA's classroom management and conflict resolution curriculum for new corps members and provide workshops on DCPS initiatives and classroom management for incoming corps members.

OTHER EXPERIENCE

Boston Education Funders, Boston, MA
Chair, 2008 - present

Co-plan & lead a monthly forum to improve funder understanding of issues and opportunities in Boston's schools, with the goal of developing more effective grant making, expanding funder community & collaboration, and increasing support for education initiatives.

EDUCATION

Ed.M. Harvard Graduate School of Education, Cambridge, MA
Concentration: Administration, Planning and Social Policy

A.B. Mount Holyoke College, South Hadley, MA
Major: American Studies, Minor: French

Elizabeth Pauley
Associate Vice President, Education & Health
The Boston Foundation

Elizabeth Pauley joined the Boston Foundation in 2006 as a Senior Program Officer in Education. Since then, she has led the Foundation's programmatic work in education, developing and implementing strategic grant making in early childhood through K-12 and college completion. In this role, Elizabeth has led the Foundation's college completion strategy, serving as the primary point of contact for Success Boston, a citywide partnership that works to double the college completion rates for graduates of the Boston Public Schools. Elizabeth has worked with nonprofit partners to develop and implement a coaching model that helps low-income, first-generation college students as they transition from high school, through the completion of the second year of college. Research from Abt Associates has shown this intervention has a large and statistically significant impact on a student's ability to persist through college. Since 2015 almost 40% of BPS high school graduates who are pursuing a post-secondary credential have had access to a transition coach, and the college graduation rate has increased by nearly 80%.

In 2019, Elizabeth took on the leadership of the Foundation's Health and Wellness portfolio, which focuses works to ensure that children have access to mental and behavioral health supports, beginning at birth and extending throughout childhood. The Foundation has supported program and advocacy work to realize this as the standard of pediatric care.

Prior to joining TBF, Elizabeth worked in a variety of roles at the Massachusetts Department of Education. During her tenure, Elizabeth served as the Director of the State Action for Education Leadership Project, an initiative funded by the Wallace Foundation to improve school leadership through policy and program change focused on the recruitment, preparation, and retention of principals and superintendents.

Elizabeth began her career as a Teach For America Corps member, teaching second and third grade in the Washington D.C. Public Schools. Immediately after teaching, Elizabeth worked for a brief time at the American Federation of Teachers in Washington D.C. She holds a Master's Degree in Education Administration, Policy, and Social Planning from the Harvard Graduate School of Education, and Bachelor's degree in American Studies from Mount Holyoke College.

CONTRACT OF EMPLOYMENT
BETWEEN
Elizabeth Pauley
AND THE SALEM PUBLIC SCHOOL DISTRICT
FOR THE POSITION OF
INTERIM ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

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

Section 1. Employment

The Superintendent of Schools and the Salem School Committee agree to employ Elizabeth Pauley as **Interim Assistant Superintendent for Finance and Operations** for the public schools for the City of Salem, and she accepts employment on the terms and conditions articulated below.

Section 2. Appointment and Term

The District, acting through its School Committee, does hereby employ Elizabeth Pauley to serve as Interim Assistant Superintendent for Finance and Operations for a term commencing on July 11, 2022 and terminating on June 30, 2023.

Section 3. Duties and Responsibilities

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

The duties and responsibilities of said position shall include but not be limited to those duties and responsibilities as prescribed by Massachusetts General Laws, Chapter 71, as amended by chapter 71 of the Acts of 1993. In addition, said duties and responsibilities shall include those that the Superintendent may, from time to time, assign to the **Assistant Superintendent for Finance and Operations**. During the term of this agreement, the **Assistant Superintendent for Finance and Operations** shall devote her full time, skill, labor, and employment to the position, excepting that, with the prior agreement and written approval of the School Committee, the **Assistant Superintendent for Finance and Operations** may undertake other employment which in the sole discretion of the Committee is consistent with, and will not derogate from, the role of **Assistant Superintendent for Finance and Operations**.

Section 4. Salary

- A. The **Assistant Superintendent for Finance and Operations** shall receive an annual salary of **\$160,000 pro-rated to start date** upon execution of this agreement.
- B. The **Interim Assistant Superintendent for Finance and Operations** shall meet with the Superintendent/Assistant Superintendent no later than April 15th to review and discuss her contract status for subsequent years. If no notification is provided to the **Interim Assistant Superintendent for Finance and Operations** by April 15th, this contract will automatically renew for the period of July 1, 2023 and ending June 30, 2024.

Section 5. Certification

The **Interim Assistant Superintendent for Finance and Operations** shall work toward acquiring a valid certificate qualifying her to act as **Interim Assistant Superintendent for Finance and Operations** as soon as possible, as required by Massachusetts General Laws, Chapter 71, Section 38G, as most recently amended.

Section 6. Evaluation

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

Section 7. Work Year

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

Section 8. Other Activities

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

Section 9. Paid Leave

The **Interim Assistant Superintendent for Finance and Operations** shall receive eighteen (18) sick days per year which shall be cumulative year to year, up to a maximum of one hundred eighty (180) days. The full 18 days of paid sick leave shall be available to the **Interim Assistant Superintendent for Finance and Operations** effective with the commencement of her contract. There shall be no sick leave buy back provision for any unused sick days during the life of this contract.

- A. The **Interim Assistant Superintendent for Finance and Operations** shall receive three (3) personal days per year, which may not be carried into the next year.
- B. The **Interim Assistant Superintendent for Finance and Operations** shall be entitled to twenty (20) days of vacation in each year of this agreement. Said vacation leave shall be taken with the prior formal approval of the Superintendent. Up to ten (10) vacation days may be carried over each year not to exceed a total of thirty (30) days for use in a given contract year. Should the contract terminate prior to the expiration date, the vacation days shall be pro-rated and any time used over the earned allotment shall be deducted from the final pay period. All accumulated vacation time in accordance with this Article will be paid to the Assistant Superintendent (or her estate) in the next pay period following resignation, retirement, termination, or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Assistant Superintendent is required to work.

Section 10. Family & Medical Leave Act of 1993.

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

Section 11. Bereavement Leave

The **Interim Assistant Superintendent for Finance and Operations** shall be granted leave without loss of pay in the event of a death. Such leave shall be up to five (5) workdays for any death in the **Interim Assistant Superintendent for Finance and Operations'** immediate family. For the purposes of this paragraph, "immediate family" shall mean and include parent, sibling, spouse, child, grandparent, grandchild, or permanent member of the **Interim Assistant Superintendent for Finance and Operations'** household. The **Interim Assistant Superintendent for Finance and Operations** shall be granted three (3) days without loss of pay for the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law. The **Interim Assistant Superintendent for Finance and Operations** shall be granted one (1) day of leave without loss of pay for the death of an uncle, aunt, niece, or nephew. It is further understood that step relations are covered by this paragraph.

Section 13. Unpaid Leave

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

Section 14. Court Appearances.

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

court appearance by the **Interim Assistant Superintendent for Finance and Operations** in any other matter shall be deemed personal business.

Section 15. Health and Life Insurance

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

Section 16. Contributory Retirement

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

Section 17. Attendance and Travel to Workshops/Conferences

With prior approval of the Superintendent, the **Interim Assistant Superintendent for Finance and Operations** shall be entitled to attend conferences every year, up to a total of \$1,500 reimbursement, commencing in year one of this contract. The **Interim Assistant Superintendent for Finance and Operations** shall be allowed to use these funds to attend relevant out of state conferences.

Section 18. Professional Membership

The **Interim Assistant Superintendent for Finance and Operations** shall be entitled to have professional membership dues paid annually up to \$1,500 per year for each year of this contract. The **Interim Assistant Superintendent for Finance and Operations** will also be provided with a professional mentor/coach during the contract year.

Section 19. Reimbursement for Reasonable Expenses

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

Section 20. Discharge

During the term of this agreement the **Interim Assistant Superintendent for Finance and Operations** shall be subject to discharge for good cause. "Good cause" as used here shall mean any grounds put forth by the Superintendent that are rationally related to the Salem Public Schools' effective operation, and that are not arbitrary, irrational, unreasonable, or in bad faith. However, termination of employment because of the expiration of this Agreement shall not be considered dismissal for the purposes of General Laws, Chapter 71, Section 41. If it is so deemed to be a dismissal, then the

parties agree that termination of employment as a result of the expiration of this Agreement is "good cause" under said Chapter 71, Section 41.

Within thirty (30) calendar days after discharge the **Interim Assistant Superintendent for Finance and Operations** by the Superintendent, she may seek review of such action by filing a request for arbitration with the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall issue her written decision within thirty (30) calendar days from the date of the close of hearing. The remedial authority of the arbitrator shall be limited to an award of back pay damages for the balance of the contract year after the discharge date and shall not include authority to reinstate the **Interim Assistant Superintendent for Finance and Operations**. The expense and fees of the arbitration proceeding shall be borne equally between the parties.

Section 21. Resignation

In the event the **Interim Assistant Superintendent for Finance and Operations** desires to terminate this agreement before its expiration, she is required to give the Committee written notice to terminate at least ninety (90) days prior to vacating the position. Both parties to this Agreement may agree to notice of less than ninety (90) days if requested by the **Interim Assistant Superintendent**.

Section 22. Dispute Resolution

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

Section 23. Indemnification

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

Section 24. Entire Agreement

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

Section 25. Severability

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

FOR THE SALEM PUBLIC SCHOOLS

FOR THE ASSISTANT SUPERINTENDENT

Stephen K. Zrike, Jr., Superintendent

Elizabeth Pauley

In Witness whereof, the parties have hereunto signed and sealed this Agreement in duplicate this day_____, of June in the year 2022.