Collective Bargaining Agreement

Paraprofessional & School Related Personnel Chapter
Salem Teachers Union
Local 1258 | American Federation of Teachers | AFT Massachusetts
American Federation of Labor and Congress of Industrial Organizations

AND

Salem School Committee

2021-2024
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WHEREAS, the Salem School Committee, hereinafter the Committee, and the Paraprofessionals Unit of the Salem Teachers Union, Local 1258, American Federation of Teachers, AFL-CIO, hereinafter the Union, have met for the purpose of negotiating a successor collective bargaining agreement for the bargaining unit commonly known as the Paraprofessionals’ Unit; and

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

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

THEREFORE, AGREED as follows:

The Collective Bargaining Agreement entered into by and between the Committee and the Union for the period September 1, 2021, through August 31, 2024, is hereby incorporated herein with the following amendments:

WHEREAS, the parties believe the collective bargaining method is workable and competent and will add dignity and professionalism in the best sense to the joint effort of the Union and the Committee to reach an agreement; and

WHEREAS, the parties wish to declare their partnership in what must be the joint and a priority objective of both bodies – the best education possible for Salem’s children, and

WHEREAS, the parties have met in collective bargaining for the purpose of negotiating the wages, hours, standard of productivity and performance, and any other terms and conditions, including class size and work load; and

WHEREAS, the parties have reached an agreement as to said mandatory subjects of bargaining; and

SET FORTH that agreement in the following Articles:

ARTICLE 1 - RECOGNITION AND JURISDICTION

1.1 Recognition

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:
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 for the added classifications.

1.2 Position Information

A. **Intensive Instructional Paraprofessionals.** All Intensive Instructional Paraprofessionals must be highly qualified. In addition to meeting the job requirements of an Instructional Paraprofessional, 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 Special Education Early Childhood Programs. Any one-to-one (1:1) paraprofessional position shall be designated as a 1:1 Intensive Instructional Paraprofessional. 1:1 paraprofessional positions are created for specific students who require the regular and continuous duties of an intensive instructional paraprofessional, per their IEP.

B. **Instructional Paraprofessionals.** 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 Instructional Paraprofessionals must be certified in an SPS approved de-escalation/ crisis prevention program (e.g. Safety Care). The District will provide this training. 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:
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. Many Instructional Paraprofessionals will be certified in an SPS approved de-escalation/ crisis prevention program (e.g. Safety Care).

C. School Aides. School Aides provide a variety of support services within a school and are not required to be highly qualified and include the following job titles:

- General Paraprofessionals
- Front Desk Paraprofessionals
- Lunch Paraprofessionals

1.3 Jurisdiction

The jurisdiction of the Salem Teachers Union shall include those persons who now or hereafter perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present employees or modified by new processes or equipment.

1.4 Definitions

- The term "Committee" as used in this Agreement shall mean the Salem School Committee.
- The term "Union" as used in this Agreement shall mean the Salem Teachers Union, Local 1258, AFT, AFT Massachusetts AFL-CIO.
- Where the personal pronoun "she" is used, it shall mean both male and female.
- Where the singular is used, it shall also mean singular and plural.
- Where the term “school aid” shall mean an employee who works to support students in a school, in a non-instructional support role.

ARTICLE 2 - FAIR PRACTICE

2.1 The Salem School Committee shall continue its policy of hiring, assigning, transferring and promoting its employees without regard to age, religion, sexual orientation, race, color, creed, national origin, sex, marital status, handicapped physical condition or affiliation with any employee organization.

The Federation will accept into voluntary membership all employees covered by this Agreement without regard to age, religion, sexual orientation, race, color, creed, national origin, sex, marital status, handicapped physical condition or affiliation with any employee organization.
ARTICLE 3 - COMPENSATION

3.1 Salary and Classifications.

A. Salary schedules shall be outlined in APPENDIX A of this agreement.

B. Bargaining unit employees shall be grouped in the following position classification for salary purposes:

<table>
<thead>
<tr>
<th>Classification Tier</th>
<th>Job Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>Building Based Substitutes</td>
</tr>
<tr>
<td>Tier 2</td>
<td>Instructional Paraprofessionals</td>
</tr>
<tr>
<td></td>
<td>Special Education Paraprofessionals</td>
</tr>
<tr>
<td></td>
<td>School Aides</td>
</tr>
<tr>
<td>Tier 3</td>
<td>1:1 Special Education Intensive Instructional Paraprofessional</td>
</tr>
<tr>
<td></td>
<td>Intensive Instructional Paraprofessional</td>
</tr>
<tr>
<td>Tier 4</td>
<td>Full-Time Tutor</td>
</tr>
<tr>
<td>Tier 4.5</td>
<td>Family Engagement Facilitator</td>
</tr>
<tr>
<td>Tier 5</td>
<td>Behavior Specialists</td>
</tr>
<tr>
<td>Tier 6</td>
<td>Certified Occupational Therapy Assistants</td>
</tr>
<tr>
<td>Tier 7</td>
<td>Speech Language Pathology Assistants</td>
</tr>
</tbody>
</table>

If a lower tiered employee asked by an administrator to serve in a substitute role for a worker in a higher classification for a day, the employee will receive compensation at the rate afforded to the Intensive Instructional Paraprofessional for any full days serving in this role.

3.2 Longevity Schedule

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$100</td>
</tr>
<tr>
<td>10</td>
<td>$500</td>
</tr>
<tr>
<td>15</td>
<td>$600</td>
</tr>
</tbody>
</table>
### 3.3 Method and Time of Payment

Payment of salaries shall be every other week. Pay shall be distributed via direct deposit. In addition, all employees must provide an active email address for receipt of payroll and earnings information. Working before or after the regular school year shall be compensated at the same hourly rate as paid during the regular school year.

### 3.4 Compensation for Substitute Work

Paraprofessionals who work as a substitute teacher for an absent classroom teacher shall be compensated at their regular hourly rate of pay pursuant to Article III of this Agreement. Notwithstanding the foregoing, paraprofessionals who work as a substitute for an absent classroom teacher for more than three (3) hours per day shall be paid an additional $35.00 per day over and above the regular hourly rate of pay. Paraprofessionals who work more than one (1) hour and up to three (3) hours as a substitute for an absent classroom teacher shall be paid an additional $20.00 per day over and above the individual’s regular hourly rate.

### 3.5 Bachelor’s Degree Stipend

Beginning in the 2022-2023 academic year, bargaining unit employees who have earned a bachelor’s degree shall receive an annual stipend in the amount of five hundred dollars ($500.00).

### 3.6 Bilingual/Biliterate Stipend

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. This stipend shall not apply to Family and Engagement Facilitators as this is a condition of employment and has been otherwise incorporated into the wage scale for this position.

### 3.7 New Employee Hiring Credits

A. New employees shall be credited with one year of service for salary purposes 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 years for service not less than two years.

B. New employees shall be credited with one year of service for salary purposes if they are certified or deemed to be bilingual or biliterate via employer approved certification process and/or test. This hiring credit shall not apply to Family and Engagement Facilitators as this is
a condition of employment and has been otherwise incorporated into the wage scale for this position.

C. New Employees shall be credited with one year of service for salary purposes if they are a graduate of Salem Public Schools.

ARTICLE 4 - SUPPLEMENTAL BENEFITS

4.1 Workers' Compensation

Paraprofessionals are covered by the provisions of the Massachusetts Workers' Compensation Act of the General Laws of Massachusetts.

4.2 Group Insurance

Paraprofessionals eligible for coverage under General Laws, Chapter 32B, shall be entitled to enroll in the health insurance and life insurance plans offered by the employer.

ARTICLE 5 - WORKING CONDITIONS

5.1 Length of Workday.

A. The length of the workday 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. The workday may be up to 8 hours. The length of the workday for School Aides may vary, depending on their specific job assignment.

In all cases, the workday 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.

B. Family Engagement Facilitators will work a total of 40 hours/week, with a 30-minute duty-free, unpaid lunch daily for 37.5 work hours. All Family Engagement Facilitators will generally work a 7.5-hour day. These hours will be staggered based on the needs of the school. General schedules will be set with building Principals a month in advance, including staff meetings, weekend, and evening commitments.

5.2 Length of Work Week.
The work week for Paraprofessionals shall vary depending on the specific job category and assignment. In all cases, any Paraprofessional who works in excess of forty (40) hours in any calendar week shall be compensated at one and one-half (1 ½) times the hourly rate for said excess hours.

5.3 Length of Work Year.

A. The work year for both Paraprofessionals shall be 185 days, beginning with four 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 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.

B. Family Engagement Facilitators will work two hundred ten (210) days a year. The days shall include all days of the academic year plus additional days to meet the operational needs of the district that may include weekends and periods over student vacations. Those additional days shall be scheduled by mutual agreement of the Family Engagement Facilitators and their direct supervisor. At the beginning of each academic year, the Family Engagement Facilitators and supervisors shall generally map out the additional work days with the understanding it may change by mutual agreement.

5.4 Staff Meetings

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.

5.5 Seniority
Seniority shall be defined as the length of continuous service in the Salem School System. The date of hire of continuous employment of the employee shall be the effective date of employment.

Each October 1, the School Committee shall give to the Salem Teachers Union a copy of the seniority list showing the date of initial hire and length of continuous service. An employee's seniority shall be deemed broken by termination of employment or service outside the bargaining unit.

5.6 Layoff Notices

A. For the purposes of layoff within the bargaining unit, the seniority shall be segmented by job category (e.g., Tier1, Tier 2, etc.).

B. Employees shall be laid off by seniority within each list.

C. In the event of layoffs, and no later than June 30th 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.

D. 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.

5.7 Recall

An employee laid off in accordance with Article V-C shall be placed on a recall list according to their seniority within each job category. As vacancies occur or new positions become available, paraprofessionals will be recalled according to their seniority, providing they have the ability and qualifications to perform the work. Individuals with greater seniority and a minimum average score of 3 (3) or more on their most recent overall yearly performance evaluation will choose from jobs prior to those with less seniority and an average score of two (2) or less.

5.8 Displacement Pool

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.

- The least senior paraprofessional in the affected classification in the building shall be displaced.
- Paraprofessionals who are assigned to buildings that are closed shall be displaced.
Paraprofessionals may voluntarily enter the displacement pool and must notify administration of their intent to enter the job pool by June 1.

Paraprofessionals who are displaced shall select from the available vacancies for which they are qualified in order of their seniority.

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 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.

5.9 Fair Dismissal

No employee, having been continuously employed for more than one year, shall be disciplined or discharged without just cause, except that an employee may be non-renewed with or without cause after their first or second academic year.

5.10 Evaluation

Instructions for Evaluating Paraprofessional Staff

**Purpose.** This form is intended to record the evaluator’s assessment of the above-named person’s job performance as a paraprofessional during the school year shown. The purpose of the evaluation is to recognize paraprofessionals’ effective or outstanding performance and to improve less than satisfactory performance.

**Schedule.** At the beginning of each school year, the identified evaluator should meet with paraprofessionals individually or in a group setting to present the evaluation tool. No evaluator shall be a member of the Salem Teachers Union. All Evaluators must be licensed as Academic Administrators by the Massachusetts Department of Elementary and Secondary Education (DESE) and must be employees of the District and in an administrative position that is at least a .4 full-time equivalent.

Observation and Evaluation shall be completed each year for each paraprofessional in their first 2 years of employment, as well as every other year for paraprofessionals beyond year two of employment, as detailed below:

First-year paraprofessionals shall be observed formally once prior to their 90th day of employment and a second time before May 15th.

Second-year paraprofessionals shall be observed formally once before January 15th and a second time before May 15th.

Paraprofessionals who have successfully completed 2 years of employment shall be observed formally every other year, once before January 15th and a second time before May 15th. For paraprofessionals with issues of concern that have been noted, evaluator(s) may place the paraprofessional on-cycle during an off-cycle year following the steps outlined below.
A formal observation consists of the following components:

- Notice of the upcoming observation must be issued.
- Following the observation, there shall be a debrief meeting between the evaluator and the paraprofessional.
- Within 10 school days of each observation, the evaluator shall document the discussion in writing to the paraprofessional.

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 1st. 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’ 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 documented in writing when completing the final Evaluation Form.

Evaluators may place an off-cycle paraprofessional on an evaluation cycle in cases where serious performance concerns continue without improvement.

The evaluation instrument/form shall be located in APPENDIX B of this agreement.

The UNION and the EMPLOYER shall form a joint labor/management committee to meet and confer on all non-paraprofessional evaluation guidelines and rubrics.

5.11 Personnel Files

Paraprofessional files shall be maintained under the following conditions in accordance with MGL Chapter 149 Section 52C. MA Law

https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXXI/Chapter149/Section52C

An employer shall notify an employee within 10 days of the employer placing in the employee’s personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee’s qualification for employment, promotion, transfer,
additional compensation or the possibility that the employee will be subject to disciplinary action. An employer receiving a written request from an employee shall provide the employee with an opportunity to review such employee's personnel record within 5 business days of such request. The review shall take place at the place of employment and during normal business hours. An employee shall be given a copy of the employee's personnel record within 5 business days of submission of a written request for such copy to the employer. An employer shall not be required to allow an employee to review the employee's personnel record on more than 2 separate occasions in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be 1 of the 2 annually permitted reviews.

If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file. If an employer places in a personnel record any information which such employer knew or should have known to be false, then the employee shall have remedy through the collective bargaining agreement, other personnel procedures or judicial process to have such information expunged. The provisions of this section shall not prohibit the removal of information contained in a personnel record upon mutual agreement of the employer and employee for any reason.

Official grievances shall not be placed in the individual's personnel file, nor shall such grievance become part of any other file or record which is utilized in the promotion process, nor shall it be used in any recommendation for job placement.

5.12 Reporting Assault Cases

Any matters pertaining to workplace injury shall be handled in accordance with MGL Ch 152 (Worker’s Comp) and reported to the Superintendent or his/her designee.

5.13 Damage or Loss of Property

A. No paraprofessional shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the paraprofessional.

B. An employee shall report in writing any loss, damage or destruction, to the principal, immediately upon becoming aware of such loss, damage or destruction.

5.14 Safety Care Training & Certification
A. Paraprofessionals and Family Engagement Facilitators 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.

B. 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.

C. Special Education Paraprofessionals and Family Engagement Facilitators are required to
obtain Safety Care Certification. The District will provide the training.

5.15 Information at School Level

A. All official circulars shall be posted on the school's bulletin board and a copy given to the
Union representative.

B. Whenever possible and where space allows, a mailbox shall be provided for
paraprofessionals’ use.

5.16 Filling in for Sickness

If a paraprofessional is absent and no substitute is available, the extra hours shall be filled, on a
rotating basis, in order of seniority, by any paraprofessional available, provided that said
paraprofessional is able to perform his or her regular assignment.

5.17 Personnel Directory

The Teachers handbook, if published, shall contain a listing of the names, addresses and
telephone numbers of all paraprofessionals, five (5) copies of which shall be given to the Union.

5.18 Summer Work Opportunities

Any and all summer work opportunities for paraprofessionals, including those involving federal
and state grants, which have been received before the close of school, shall be posted before
the close of school in June.

5.19 Professional Development

Paraprofessionals shall be notified of all required professional development days in the
district/school calendar. The district will also publish dates of all other opportunities for
professional development.

All required professional development days are paid for each category of paraprofessional
required to work.
Professional development or building based activities are routinely scheduled during half-day professional development days. If the PD occurs during the employees’ normal work hours, these PD sessions are mandatory and paraprofessionals must attend as part of their job expectations.

5.20 Employment Requirements

As a condition of employment, all instructional paraprofessionals assigned to Title I funded targeted and school wide programs, shall meet the educational and/or training requirements of the Elementary and Secondary Education Act as enacted through the No Child Left Behind Act of 2001 or as later amended.

5.21 Mutual Dignity and Respect

The parties agree to act at all times in such manner as to assure proper dignity and respect to paraprofessionals, teachers and administrators.

5.22 Tuition Reimbursement

For undergraduate or graduate work in the field of education, paraprofessionals attending university/college classes will receive $100 in tuition reimbursement. Requests for reimbursement shall be submitted to the Office of Human Capital for approval, prior to taking the course. Such request shall be submitted upon a form provided by the District. Paraprofessionals are responsible for submitting all of the information on the tuition reimbursement form before the course is approved.

Effective September 1, 2016, the maximum amount to be expended shall be five thousand dollars ($5,000) per fiscal year. This amount shall cover regular tuition reimbursement. The district shall develop procedures aligned to this agreement to govern the tuition reimbursement process. The procedures will align to those followed by the Salem Teachers Union, to the extent possible.

ARTICLE 6 - TRANSFERS, ASSIGNMENTS, VACANCIES

6.1 Transfers or Reassignments

A. 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.

B. No assignment of new personnel shall be made until all internal/currently employed paraprofessional who participate in the job pool have been placed.
C. Transfers or reassignments, whether voluntary or involuntary, shall not affect the employee’s seniority

D. 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.

6.2 Vacancies and Postings

A. When vacancies occur or new positions are created, jobs will be posted on the online recruitment site as well as on the district’s website.

B. 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.

C. Nothing shall prevent the Superintendent and/or Principal from filling positions on an acting basis, provided however, such positions are filled on a permanent basis within forty-five school days.

D. 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.

6.3 Paraprofessional Expectations During Student Promotion

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 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 first two (2) weeks of school. By mutual consent of the employee and principal, bargaining unit employees may voluntarily transfer to the new building.

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Sick Leave

Each employee shall be granted one and one quarter (1 1/4) days of sick leave for each month worked. There shall be a maximum of twelve and one-half (12 1/2) days per school year for 10-month employees (Paraprofessionals) and thirteen and three quarter (13.75) days per school year for 11-month employees (Family Engagement Facilitators). Sick leave may be accumulated from one school year to another up to a maximum of one hundred (100) days.
Paraprofessionals shall be eligible for a payment of $400 in January of each year if they are on the payroll and have not used any sick days in the prior calendar year. If paraprofessionals have only used one (1) day of sick leave in the prior calendar year, they shall be eligible for a payment of $100 in January of each year if they are on the payroll. To qualify for this incentive, paraprofessionals must have worked the full calendar year. The first such payment will be made in January 2018, based on the attendance for the 2017 calendar year.

7.2 Sick Leave Reporting

Bargaining unit employees 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.

7.3 Sick Bank

A. There is hereby established a Sick Leave Bank for the employees covered by the Collective Bargaining Agreement under the following rules and regulations:

i. The Sick Leave Bank is a benefit available to support paraprofessionals who, due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness. The purpose of Sick Leave Bank is to provide support for STU members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.

ii. The Sick Leave Bank shall be administered by the Office of Human Capital, under the direction of the Superintendent. When new members of the Bargaining Unit are initially employed, the Administration shall provide such members with an enrollment form. Any employee, who so desires, may assign one sick leave day to the general Sick Leave Bank within thirty (30) days from the date of employment.

iii. At any such time that the total number of days in the Sick Leave Bank is reduced to one hundred (100), any employee wishing to continue membership shall contribute one additional day. In the event that an employee has no sick leave credit from which to contribute and said absence of sick leave credit is the sole result of earlier participation within the bank during that school year or current participation within the bank, then that employee shall continue to be a member, but must contribute a sick day as soon as he or she receives creditable sick leave.

iv. When the sick leave bank is reduced to 100 days, the District will provide members of the Bargaining Unit with the following notice:

*The Sick Bank has been reduced to one hundred (100) Days. If you wish to remain a member, one (1) additional day will be deducted from your sick time and automatically deposited to the Sick Bank and your membership will continue. If you wish to be removed*
from the Sick Bank, please notify the payroll office, in writing, at least fifteen (15) days from the date of notification. Failure to notify, in writing, will automatically continue your membership in the Sick Bank.

v. Any employee, who is a member of the Sick Leave Bank, has exhausted his or her leave time, and who requires additional time to recover from a serious illness or injury may, after five (5) consecutive no-pay absences, starting on the sixth (6th) working day, draw upon the bank for no more than thirty (30) working days, provided that adequate medical certification has been submitted along with a Sick Bank Withdrawal Application. Documentation from a medical professional must be submitted verifying the nature of the serious illness or injury requiring the employee to remain absent for a prolonged period of time. Medical documentation must also provide an indication of an expected return date and/or date upon which the employee is to be re-evaluated.

vi. The School Committee retains the right to require employees seeking withdrawals from the Sick Bank to obtain a second opinion by visiting a physician selected by the School Committee and paid for by the School Committee.

vii. Upon the expiration of the thirty (30) working days of Sick Bank time, the employee shall either return to work or submit a Sick Bank Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial thirty (30) working days. The Sick Bank Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial thirty (30) working days) from the sick bank.

ei. Sick Bank Extension Applications shall be reviewed and approved or denied by the Superintendent. An approved extension shall be granted for not more than sixty (60) working days, which amounts to ninety (90) working days of accrued time on the sick bank.

ix. Upon the expiration of the ninety (90) working day interval, the employee shall either return to work or submit a second Sick Bank Continuing Extension Application to Human Resources not less than five (5) calendar days prior to the expiration of the initial ninety (90) working days. The Sick Bank Continuing Extension Application shall include additional medical certification stating the nature of the illness, the reason the illness is preventing the employee from returning to work and the expected duration of leave. Unless the employee is hospitalized or otherwise incapacitated, employees who wish to extend their time on the sick bank must complete a medical evaluation by a physician selected by the School Committee prior to withdrawing additional time (beyond the initial ninety (90) working days) from the sick bank.

x. Sick Bank Continuing Extension Application shall be reviewed and approved or denied by the Superintendent. An approved continuing extension shall be granted for not more
than ninety (90) working days, which amounts to a total of one hundred eighty (180) working days of accrued time on the sick bank.

xi. In no event shall any employee be entitled to draw more than one hundred eighty (180) consecutive working days from the sick bank.

xii. The Superintendent shall authorize her/his staff in Human Resources to approve or deny all sick leave bank applications on the basis of the information submitted and in alignment with the purpose of the sick leave bank should any application for sick leave withdrawal raise any issues of concern, the Superintendent or his/her designee shall consult with the Union prior to taking any action.

7.4 Personal Days

A. Two (2) personal days per school year may be used by each employee, without being charged to sick leave.

B. Whenever possible, three school days written notice shall be given to the School Principal.

7.5 Family, Medical and Parental Leaves of Absences.

Paraprofessionals who have completed his/her probationary period may be eligible for leave when necessary due to a medical condition, to care for a new baby, or for adoption of a child. A Paraprofessional’s eligibility for such leave and its duration is dependent on a variety of factors, including each employee’s job requirements, length of service, union contract, specific reason for the leave of absence, and adequacy of required documentation pertaining to the leave request. Leaves may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances as specified in this policy. Paraprofessionals who work six (6) hours per day or more and who are employed for at least one (1) year and thus have worked a total of 30 hours per week shall be considered eligible for FMLA Leave. “Paraprofessionals who work six (6) hours per day or more and who are employed for at least one (1) year and thus have worked a total of at least 1,116 hours in a year shall be considered eligible for FMLA leave.”

In addition, in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Amendments of 2008, as from time to time amended, full and regular part-time eligible school department employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours over the past twelve (12) months, may apply for an unpaid family medical leave. Per this agreement, paraprofessionals who qualify according to Section D #1 above, shall be considered eligible for FMLA Leave. The 2008 Amendments offer a way to support family members of military personnel to be eligible for up to 26 weeks of job-protected leave in a twelve (12) month period of care for a covered service member with a serious illness or injury incurred in the line of active duty. This leave may be taken intermittently when medically necessary.

All leaves above will run concurrently to the extent the employee’s time off falls within the parameters of any of the various leaves of absence provided by this policy. For example, if an employee is eligible for an eight-week maternity leave, a twelve-week FMLA leave, and a
twelve-month parental leave, all leaves will begin on the first day of the leave and run concurrently. Time off due to work-related injury will also run concurrently with any other applicable leave provided by this policy. Approved family, medical, and/or parental leaves for teachers may be either paid or unpaid depending on the amount of accrued sick time available for each individual teacher.

Up to 12 weeks of paid FMLA leave may be used if the employee has the accrued time for personal illness/injury. Up to 8 weeks of paid time may be granted for parental leave or leave related to the care of a newborn child.

All applications for family, medical, and/or parental leave shall follow the process outlined in section 3.

7.6 Family and Medical Leave.

The purpose of family and/or medical leave is:

A. To care for the employee’s child within one year of birth, adoption or the initiation of foster care;

B. To care for a child (who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability), a spouse, or a parent with a serious health condition;

C. The employee’s own serious health condition that makes the employee unable to perform his/her job;

D. Qualifying exigencies may arise when the employee’s spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee’s son or daughter on covered active duty refers to a child of any age;

E. Military caregiver family leave is to care for the spouse, parent, child, or next of kin of a service member who suffered a serious injury or illness while on active duty. A serious health condition is an illness, injury, impairment, or physical or psychological condition that involves:

- a period of incapacity or treatment connected with inpatient care;
- a period of incapacity requiring absence of more than 3 calendar days from work or daily activities also involving continuing treatment by a health care provider;
- any period of incapacity due to pregnancy or for parental care;
- any period of incapacity due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy);
- any period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, terminal diseases); or
● a period of absence to receive multiple treatments for an injury or condition which would result in incapacity for more than three days if not treated (e.g., chemotherapy, physical therapy, dialysis).

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

If a married couple is employed by the District, they may take a combined twelve (12) weeks of FMLA leave to care for a newborn or adopted child. they are not eligible for twelve (12) weeks each. Example: if each spouse took six (6) weeks of leave to care for a newborn child, each could use an additional six (6) weeks due to their own serious health condition or to care for a parent with a serious health condition. When a leave is foreseeable, employees are required to complete the FMLA request forms of the requested leave as early as possible, and no later than thirty (30) days, prior to the beginning of the requested leave. If thirty (30) days’ notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.

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

7.7 Paid Family Illness Leave.

Any member of the Paraprofessional’s bargaining unit who qualifies under the FMLA for leave in order to care for a spouse, son, daughter, or parent who has a serious health condition, or to care for a covered service member of the Armed Forces of the United States, as defined and described in the FMLA who has sufficient accumulated paid sick leave available to her/him for the purpose, and who satisfies the procedure required by the FMLA for taking such leave, may use not more than twenty (20) days of her/his accumulated paid sick leave in a 12-month period for what shall hereafter be called “family illness leave”.

7.8 Twelve-Month Period Defined.

The Salem Public Schools counts the twelve (12) month period for Availability of leave under the FMLA by the means described at 29 C.F.R. 825.200(b)(3), viz., “[t]he 12- month period measured forward from the date any employee’s first FMLA leave [for approvable reasons] begins...” This calculation of the 12-month period for use of paternity leave, as described in paragraph 1, above, or family illness leave, as described in paragraph 2, above, or both, as described in paragraph 3, above, shall be that used by the Salem Public Schools to calculate FMLA leave.”
7.9 Parental Leave of Absence.

Effective April 7, 2015, Parental leave allows full-time female or male employees who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth or adoption of a child, and the placement of a child up to the age of 18 pursuant to a court order. If both parents are employed by the Salem Public Schools, the employees are entitled to a total of eight (8) weeks in the aggregate.

Appropriate supporting documentation may be required. Parental leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid.

Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave. During this period of leave, no vacation leave is accrued. Up to 12 weeks of paid

FMLA leave may be used if the employee has the accrued time for personal illness/injury. Up to 8 weeks of paid time may be granted for parental leave or leave related to the care of a newborn child.

7.10 Application Requirements for FMLA and Parental Leave

A. Procedure for Applying. Employees requesting a family, medical, or parental must complete the FMLA leave request form found on the SPS website and submit it, along with any required medical documentation to the Human Resources Director.

B. Notification Requirement. Employees seeking a family or personal medical or parental leave of absence must, if the need for the leave is foreseeable, provide SPS with at least thirty (30) days of advance notice. If thirty (30) days’ notice is not foreseeable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, then the employee must give as much notice as is possible under the particular circumstances involved.

C. Medical Certificate and Documentation. Appropriate medical certification/documentation is required for all FMLA or Parental Leaves. Such documentation constitutes completion of whichever is the appropriate FMLA form identified below or submission of a letter, signed by a medical practitioner, outlining the nature of the illness, and anticipated duration of the leave:


SPS retains the right to obtain a second or third option as well as a fitness for duty report to return to work.

D. **Return from Leave.** Employees on FMLA or Parental Leave are expected to return to work upon the conclusion of their approved leave. Employees may return to their previous position, if available, or if not, to a similar position.

7.11 **Extended Leaves for Parental/Child Care**

A. Eligible employees/Paraprofessionals may apply for an extended leave for Parental/Child Care for up to one year. Requests for extended leave must be made by April 1st for those leaves that will extend into the following school year and otherwise they must be made at least thirty (30) days in advance. Extended leaves may from time to time be granted for longer than one year, if by mutual consent of the principal, the employee, and Superintendent, it is deemed beneficial to appropriately staff a classroom for the following school year.

B. All appropriate and necessary medical documentation must be submitted. In addition, the procedures outlined in Section 7.10.

C. Employees may apply for an extended Parental/Child Care Leave for up to one year. If both parents are employed by The City of Salem/Salem Public Schools, the extended year of leave will be granted only to one parent, or both may split the equivalent of one year between them.

D. Extended leaves for parental/childcare reasons shall be unpaid.

E. Paraprofessionals must state the term of leave in the initial application. To the extent possible, Paraprofessionals are encouraged to time their extended parental/childcare leave with the timing of the school year. A member on extended parental leave shall plan to return to work at the beginning of an academic term, after a school vacation, or at the beginning of the next school year following that leave. Written notice of intent to return is required at least thirty days prior to the expected return date or by the dates outlined in Section 7.11 Subsection A if the expected return date is in the following school year.

F. Employees on extended leave may return to work in their previous position, if mutual consent between the principal, the employer, and Superintendent are reached, or a suitable position, assigned at the discretion of the Superintendent, at the conclusion of their leave.

7.12 **Notification of Intent to Return**

A. For any extended leave expected to extend over the summer with a return date expected in the following school year, written notification of the/employee’s intent to return at the conclusion of their leave must be postmarked/received by April 1st.
B. If such notification is not received by that date, the employee shall forfeit their rights to their previously held position and shall be assigned to a suitable position at the discretion of the Superintendent upon their return. A second deadline of July 1st shall be applied for those employees seeking an extended leave whose initial FMLA or Parental Leaves expire after May 1st.

C. A Paraprofessional on an approved extended leave may not return during a school/year prior to their expected return date except to fill a vacancy or by the approval of the Superintendent. For the purpose of this section, a vacancy includes a position held by a substitute teacher, per diem or long term, but not by a non-tenured teacher under contract.

7.13 Use of Time from Sick Leave Bank

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

7.14 Funeral Leave

Five days of funeral leave without loss of play shall be granted to paraprofessionals upon the death of anyone in the paraprofessional’s immediate family or anyone residing in the same household.

Immediate family shall include the paraprofessional’s spouse or life-partner, child, mother, father, sister, brother, grandparents, grandchildren, son-in-law, daughter-in-law, parent-in-law, step-mother, step-father, step-child, step-grandchild, step-sibling or any individual or relative of the teacher or their spouse residing in the employee’s house at the time of death or at the commencement of the final illness or accident.

One day funeral leave without loss of pay granted to paraprofessionals upon the death of the paraprofessional’s brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

7.15 Jury Duty

Any paraprofessional who is required to perform jury duty shall be given leave to do so. Paraprofessionals shall be paid their regular wages less any compensation received for jury duty during their absence.

7.16 Maintenance of Rights and Benefits

Paraprofessionals who are on leave under this contract shall be entitled, upon their return, to all rights and benefits to which the employee was entitled at the commencement of such leave.
ARTICLE 8 - HOLIDAYS

8.1  Paid Holidays

A. Effective September 1, 2017, each paraprofessional employed at the time of the holiday, shall be entitled to the following paid holidays:

- Columbus Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- Martin Luther King Day
- Memorial Day

Day before Thanksgiving – All employees scheduled to work shall not sustain a loss of pay as a result of the early closing of school

B. 11-month employees (Family Engagement Facilitators) shall receive an additional two (2) floating holidays. These floating days shall not be used to take an academic day off. The EMPLOYER and the employee shall communicate which days shall be paid as a floating holiday.

8.2  Religious Holidays

Time off, without loss of pay, will be granted for the observance of a required holiday of any religious sect or belief, but not to exceed one (1) day in any school year.

ARTICLE 9 - UNION RIGHTS AND RESPONSIBILITIES

9.1  Dues Check Off

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

9.2  Consultation with Superintendent

Twice each year a committee of five (5) paraprofessionals designated by the Union shall meet with the Superintendent or his designee concerning educational programs for paraprofessionals. Said meetings shall be scheduled during the non-working hours of paraprofessionals.

9.3  Information

A. The Committee shall make available to the Union, upon its reasonable request, all records relevant to negotiations or necessary for the proper enforcement of this Agreement, except those items privileged by law.
B. Names, addresses and assignments of newly-appointed paraprofessionals shall be provided to the Union following their appointment by the School District.

C. The Union President and Paraprofessional Chairperson shall be given a copy of the paraprofessional seniority list annually no later than October 15. Such list shall be kept current by the administration and updates shall be sent to the building representatives as they are done.

9.4 Agreement Copies Available

A. The Committee and the Union will share equally the cost of printing this Agreement in booklet form.

B. The Union will distribute copies of this Agreement and, on request, will make copies available to an employee within the unit.

9.5 Union Activity at the School Level

A. The Union shall have the right to distribute its material to all paraprofessionals.

B. Except as otherwise provided, the Union agrees that no paraprofessional will engage in Union activity during the time she is assigned to other duties.

C. Upon written request by the Union President, the Superintendent may authorize one or more official representatives to visit schools during school hours to confer on working conditions, grievances or other matters relating to the terms and conditions of this Agreement.

9.6 Protection of Individual and Group Rights

A. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.

B. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with her immediate superior or processing a grievance on her own behalf in accordance with the Grievance Procedure.

ARTICLE 10 - HANDLING OF NEW ISSUES

10.1 Mandatory matters of collective bargaining not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:
Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without proper consultation and negotiation with the Union.

By the Union:

In any matter not covered by this Agreement which is a proper subject for collective bargaining, the Union may raise such issues with the Committee for consultation and negotiation, except that the Union shall not renew or seek any questions introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement. Being a mutual Agreement, this instrument may be amended at any time by mutual consent. No addition or amendment to, no agreement, understanding, alteration or variation of the Agreement, terms, or provisions contained herein shall bind the Union or the Committee unless made and executed by mutual agreement and in writing by the Union and the Committee.

ARTICLE 11 - SAVINGS CLAUSE

11.1 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 12 - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

12.1 The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Purpose. It is the declared objective of the Parties to encourage prompt and informal resolution of complaints at the lowest organizational level. Employees subject to this Agreement shall be excused from duty at a mutually agreed-upon time, without loss of pay, in the processing of a grievance. Any employee or the Union shall have the right to present a grievance and have it promptly considered on its merits.

13.2 Definition. A grievance shall mean a complaint (1) that there has been, as to a paraprofessional, a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that a paraprofessional 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 "paraprofessional" shall mean also a group of paraprofessionals having the same grievance.

13.3 Adjustment of Grievances. Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

13.4 Procedure.

A. School Level (Step 1). A paraprofessional or her Union representative may either orally or in writing present a grievance to the Principal or Director within a reasonable time, normally within thirty (30) school days after knowledge by the paraprofessional of the facts giving rise to the act or condition which is the basis of the complaint.

The paraprofessional and the Principal or Director of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the paraprofessional may present the grievance personally or she may be represented by a Union representative; but where the paraprofessional is represented, she must be present. Whenever a grievance is presented to the Principal or Director by the paraprofessional personally, the Principal or Director shall give the Union representative the opportunity to be present and state the views of the Union.

Where there is no building representative, another qualified designee of the Union shall represent the Union.

The Principal or Director shall convey his/her decision in writing to the aggrieved paraprofessional and the Union within five (5) school days after receiving the complaint.

B. Superintendent Level (Step 2). If the grievance is not resolved at Step 1, the aggrieved paraprofessional and/or the Union may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after receiving the Step 1 decision.

The appeal shall include:

i. Name and position of Grievant;
ii. A statement of the grievance and the facts involved;
iii. The corrective action requested;
iv. Name of Union building representative or Union's designee at Step 1; and
v. Signature(s) of grievant(s), Union building representative or Union designee.

The Superintendent shall hold a meeting with the aggrieved paraprofessional and the Union within five (5) days of receipt of the grievance, and shall notify the aggrieved paraprofessional and the Union at least two (2) school days prior to the meeting. The paraprofessional shall be present, except that she need not attend when it is mutually agreed that no facts are in dispute and that the sole question before the Superintendent is
one of interpretation of a provision of this Agreement or of what is established policy or practice.

The Principal may be present at this conference and state his/her views.

The Superintendent shall communicate his/her decision in writing within five (5) school days of the meeting to the paraprofessional and the Union.

C. **School Committee Level (Step 3).** An appeal of the foregoing step may be made in writing by the paraprofessional or the Union to the Committee for review within twenty (20) school days after the decision of the Superintendent has been received.

The Committee shall meet with the aggrieved paraprofessional and a Union representative within ten (10) school days after receipt of the appeal. The Superintendent and the Principal may be present at the meeting and state their views.

The aggrieved paraprofessional and the Union shall receive at least two (2) days notice of the meeting and be given an opportunity to be heard. The Committee shall notify the aggrieved paraprofessional and the Union, in writing, of its decision within five (5) school days after the hearing.

D. **Arbitration (Step 4).** It is the express interest of the Parties hereto that the arbitration procedures defined below be limited to matters set forth in Article XII, Grievance Procedure, Section A, Definition. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Union and the Committee.

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed no later than fifteen (15) school days after denial of the grievance at Step 3 under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The Arbitrator shall issue his/her written decision not later than thirty (30) school days from the date of the close of the hearings. The decision of the Arbitrator shall be accepted as final by the Parties to the dispute and both will abide by it.

The School Committee agrees that it will apply, to all substantially similar situations, the decision of the Arbitrator sustaining a grievance, and the Union agrees that it will not represent any paraprofessional in any grievance denied by the decision of the Arbitrator. The Arbitrator’s fee will be shared equally by the Parties to the dispute.

**13.5 General Matters on Grievance**

A. **Initiation of Grievances at Step 2.** Grievances arising from the action of officials other than the Principal may be initiated and processed in accordance with the provisions of Step 2 of this grievance procedure.
B. **Time Limits.**

i. The time limits specified in any step of this procedure may be extended or reduced, in any specific instance, by mutual agreement.

ii. A grievance filed at an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the grievance shall not begin until the grievance is referred to the appropriate step.

iii. A failure by a paraprofessional or the Union to process the grievance from one step to the next step within the time limits provided for will result in a disposition of this grievance unfavorable to the grievant, and conversely, a failure of a representative of the Committee responsible to answer a grievance, at any of the steps of the grievance procedure, to make such an answer within the time limits provided for will result in a disposition of the grievance favorable to the grievant.

iv. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject, however, to the final decision of the grievance.

**ARTICLE 14 - MANDATED CHANGE IN LENGTH OF SCHOOL YEAR OR SCHOOL DAY**

14.1 The parties agree that in the event of a mandated change in the length of the school year or school day, they shall negotiate the impact of said change on mandatory subjects of bargaining.

**ARTICLE 15 - NO REPRISALS**

15.1 The parties agree that neither party shall take any reprisal against the other party or any students, parents, and citizens of the city of Salem as a result of the labor dispute from October 31, 1994 to November 14, 1994. The parties agree that in no event shall any member of the bargaining unit in his or her bargaining unit capacity who may have been involved in the labor dispute on October 31, 1994 to November 14, 1994, be disciplined, discharged, demoted, involuntarily transferred, reduced in rank or compensation, or have any material placed in his or her personnel file, or in any way be affected adversely because of such involvement.

**ARTICLE 16 – SCHOOL LIBRARIES**
16.1 Culturally Responsive Library Collections

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.

16.2 Non-Teacher Library Staffing

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.

ARTICLE 17 – FILTERED WATER

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

ARTICLE 18 – BUILDING HEALTH AND SAFETY

18.1 Annual Building Inspections

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

18.2 Safety Labor-Management Committee

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.

18.3 Safety Training

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.
ARTICLE 19 – BUILDING BASED COMMITTEES

19.1 School Operations Committee

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.

19.2 Instructional Leadership Teams

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.

ARTICLE 20 – DATES TO AVOID

20.1 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.”

ARTICLE 21 – CLASSROOM SUPPLIES

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

ARTICLE 22 – ACCESS TO TECHNOLOGY

22.1 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.
ARTICLE 23 – PARAPROFESSIONAL TO TEACHER PIPELINE

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

23.2 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.

23.3 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.

23.4 The Employer shall provide bargaining unit members with access to district resources regarding student financial aid and college admissions.

23.5 The employer shall provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost.

23.6 The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular job.

23.7 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.

ARTICLE 24 – HEALTH INSURANCE

24.1 The EMPLOYER shall continue to provide health insurance with the plan design and cost shares as outlined in the PEC Agreement.

ARTICLE 25 - DURATION

25.1 This Agreement and each of its provisions shall be in effect as of September 1, 2021, except as otherwise provided in this contract and shall continue in full force and effect until August 31, 2024. Negotiations for a subsequent agreement will commence not later than December 1, 2023, for budgetary items, and all other items, upon the request of either party, filed two (2) weeks before this date.
# APPENDIX A – Salary Schedules

## Tier 1 Employees
Building Based Substitutes

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022 (Hourly)</th>
<th>Effectively 2022-2023 (Hourly)</th>
<th>Effectively 2023-2024 (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (1-5 Years)</td>
<td>$18.19</td>
<td>$18.55</td>
<td>$18.92</td>
</tr>
<tr>
<td>2 (Years 6+)</td>
<td>$18.64</td>
<td>$19.01</td>
<td>$19.39</td>
</tr>
</tbody>
</table>

Building Based Substitutes will work one hundred eighty five (185) days each school year. If the per diem substitute rate is increased, the hourly rate for Building Based Substitutes will immediately be increased so that their daily rate is no less than that of a per diem substitute. Building Based Substitutes will receive a 2% general wage increase at the beginning of the 2022-2023 and 2023-2024 school years in addition to any wage increases tied to a change to the per diem substitute rate.

## Tier 2 & 3 Employees
Paraprofessionals

### Tier 2 Employees

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022</th>
<th>Effectively 2022-2023</th>
<th>Effectively 2023-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (1-5 Years)</td>
<td>$21,298.73</td>
<td>$23,149.37</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>$18.19/hr</td>
<td>$19.77/hr</td>
<td>$21.35/hr</td>
</tr>
<tr>
<td>2 (Years 6+)</td>
<td>$21,831.20</td>
<td>$23,728.10</td>
<td>$25,625.00</td>
</tr>
<tr>
<td></td>
<td>$18.64/hr</td>
<td>$20.26/hr</td>
<td>$21.88/hr</td>
</tr>
</tbody>
</table>

### Tier 3 Employees

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022</th>
<th>Effectively 2022-2023</th>
<th>Effectively 2023-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (1-5 Years)</td>
<td>$23,216.62</td>
<td>$25,232.81</td>
<td>$27,500.00</td>
</tr>
<tr>
<td></td>
<td>$19.83/hr</td>
<td>$21.55/hr</td>
<td>$23.48/hr</td>
</tr>
<tr>
<td>2 (Years 6+)</td>
<td>$23,796.01</td>
<td>$25,863.63</td>
<td>$28,187.50</td>
</tr>
<tr>
<td></td>
<td>$20.32/hr</td>
<td>$22.09/hr</td>
<td>$24.07/hr</td>
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Annual Salary (Based on 185 Work Days, 6 Holidays, 6 Hours Per Day+ 25 Hours)
# Tier 4 Employees

**Tutors**

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022 (Hourly)</th>
<th>Effectively 2022-2023 (Hourly)</th>
<th>Effectively 2023-2024 (Hourly)</th>
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<td>1</td>
<td>$24.50</td>
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<tr>
<td>3</td>
<td>$25.93</td>
<td>$26.67</td>
<td>$26.45</td>
</tr>
</tbody>
</table>

Grandfathered Employee: FY 22 $35.00/hr, FY23 $35.70/hr, FY24 $36.41/hr

## Tier 4.5 Employees

**Family Engagement Facilitators**

<table>
<thead>
<tr>
<th>Step</th>
<th>Effective December 1, 2021 (Hourly)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
<td>$26.51</td>
<td>$27.04</td>
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<td></td>
<td>Step 2</td>
<td>$27.18</td>
<td>$27.72</td>
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<tr>
<td></td>
<td>Step 3</td>
<td>$28.73</td>
<td>$29.31</td>
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## Tier 5 Employees

**Behavior Specialists**

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022 (Hourly)</th>
<th>Effectively 2022-2023 (Hourly)</th>
<th>Effectively 2023-2024 (Hourly)</th>
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<td>$29.31</td>
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<tr>
<td>4</td>
<td>$32.56</td>
<td>$33.56</td>
<td>$33.21</td>
</tr>
<tr>
<td>5</td>
<td>$35.81</td>
<td>$36.91</td>
<td>$36.52</td>
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</table>
Tier 6 Employees
Certified Occupational Therapy Assistants

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022 (Hourly)</th>
<th>Effectively 2022-2023 (Hourly)</th>
<th>Effectively 2023-2024 (Hourly)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No BA</td>
<td>BA</td>
<td>No BA</td>
</tr>
<tr>
<td>1</td>
<td>$32.37</td>
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<td>$33.02</td>
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<td>$35.10</td>
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</tr>
<tr>
<td>3</td>
<td>$36.68</td>
<td>$38.61</td>
<td>$37.41</td>
</tr>
</tbody>
</table>

Grandfathered Employee: FY 22 $41.08/hr; FY 23 $41.90/hr; FY 24 $42.74/hr

Tier 7 Employees
Speech Language Pathology Assistants

<table>
<thead>
<tr>
<th>Step</th>
<th>Effectively 2021-2022 (Hourly)</th>
<th>Effectively 2022-2023 (Hourly)</th>
<th>Effectively 2023-2024 (Hourly)</th>
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<td>$39.96</td>
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<tr>
<td>2</td>
<td>$39.10</td>
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</tr>
<tr>
<td>3</td>
<td>$40.66</td>
<td>$42.80</td>
<td>$41.47</td>
</tr>
</tbody>
</table>

Grandfathered Employee: FY 22 $49.15/hr; FY 23 $50.13/hr; FY 24 $51.13/hr

** All paraprofessionals currently paid at a higher rate than the tier into which they will move to will be grandfathered in at their current rate of pay with annual salary increases applied accordingly. For example, all individuals in the instructional paraprofessional category currently holding the titles of Bilingual/Library Paraprofessionals (Donna Herman, Nancy Lipinski, Kimberly Malionek, Sandra Miranda, Gloria Montanez, Kathleen Wood), earning a higher rate of pay will be grandfathered in so long as they hold these titles and remain employed in the district.

NB. Paraprofessionals categorized as Office Paraprofessionals shall be compensated in accordance with the Regular Paraprofessional Classification.

Paraprofessionals categorized as Library, Nurse, Science, Writing-to-Read Paraprofessionals and, effective September 1, 1989, the Student Activities Paraprofessional shall be compensated in accordance with the Special Education Paraprofessional Classification.

In addition to the hourly rates of pay provided in the salary schedules above, all paraprofessionals who work in an elementary school library and who are in sole charge of said library shall receive an annual payment of $200 to be paid in the last paycheck of the school year.
All paraprofessionals who have completed ten (10) years of service with the Salem School Department shall receive a one-time payment of $100. These payments shall be included in the paycheck following the paraprofessional’s anniversary date.

It is hereby agreed that the implementation of the wage increases reflected in Appendix A is contingent upon the City Council approving the funding thereof in each year of the increases.
### APPENDIX B – Evaluation Form & Rubric

<table>
<thead>
<tr>
<th>Element</th>
<th>Unsatisfactory</th>
<th>Needs Improvement</th>
<th>Proficient</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-A-1 Subject Matter Knowledge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-A-2 Child &amp; Adolescent Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-B-2 Adjustment to Practice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-C-3 Sharing Conclusions with Students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II A 1 &amp; 2 High Expectations &amp; Meeting Diverse Needs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-A-2 Student Engagement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-B-1 Safe Learning Environment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-C-1</td>
<td>Respects Differences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-C-2</td>
<td>Maintains Respectful Environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II-D-2</td>
<td>Reinforcement of High Expectations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III-C-2</td>
<td>Culturally Proficient Communications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV-C-1</td>
<td>Professional Collaboration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV-E-1</td>
<td>Shared Responsibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV-F-1</td>
<td>Judgment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV-F-2</td>
<td>Reliability &amp; Responsibility</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Areas of Note.

Directions: If applicable the evaluator should take note in the spaces provided below of any areas of job performance that the evaluator believes should be (a) recognized for particular commendation and (b) indicated per this evaluation as areas for improvement in job performance. If areas for improvement are noted, then the evaluator should be as specific as possible about the nature of the concern and the changes needed in order to show the desired improvement in performance.

<table>
<thead>
<tr>
<th>Areas for Commendation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Areas for Improvement:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Issue(s) of Concern During School Year.

Have areas of concern raised during the school year been satisfactorily corrected by the end of the year? Check One:

<table>
<thead>
<tr>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
</tr>
<tr>
<td>NOT APPLICABLE</td>
</tr>
</tbody>
</table>

Paraprofessional’s Comments.
Directions: The paraprofessional who is being evaluated in this form should write here any comments regarding the evaluation presented in Parts I and II that she/he wishes to make. The paraprofessional’s comments will be considered as part of the evaluation document. (Use extra pages if necessary. Area of text will expand as you type)

Signatures

Directions: The paraprofessional’s evaluators should sign and date this form upon its completion. The signed and completed form is to be provided to the paraprofessional by no later than June 1st. The paraprofessional should sign and date the form after she/he has received it and made any comments in Part III, and then should return the form to her/his primary evaluator before the end of the school year.

<table>
<thead>
<tr>
<th>Primary Evaluator’s Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paraprofessional’s Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Element</td>
<td>Unsatisfactory</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>I-A-1. Subject Matter Knowledge</td>
<td>Limited support of student knowledge of the subject matter and rarely engages students in learning experiences focused on complex knowledge or skills in the subject.</td>
</tr>
<tr>
<td>I-A-2. Child and Adolescent Development</td>
<td>Demonstrates little or no knowledge of developmental levels of students in the classroom and the different ways students learn and can typically support one learning experience for all students that does not enable most students to meet the intended outcomes.</td>
</tr>
<tr>
<td>I-B-2. Adjustment to Practice</td>
<td>Does not support the implementation of appropriate differentiation and enhancements for students.</td>
</tr>
<tr>
<td>I-C-3. Sharing Conclusions With Students</td>
<td>Based on data, teacher direction, and/or student output, does not engage students in constructive conversation that focuses on how students can improve their performance.</td>
</tr>
<tr>
<td>II-A-1&amp; 3: High Expectations and Meeting Diverse Needs</td>
<td>Does not support high expectations for the quality of student work by accommodating differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English Language Learners.</td>
</tr>
<tr>
<td>II-A-2: Student Engagement</td>
<td>Uses instructional practices that leave most students uninvolved and/or passive participants.</td>
</tr>
<tr>
<td>II-B-1: Safe Learning Environment</td>
<td>Does not support the implementation of rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.</td>
</tr>
<tr>
<td>II-C-1: Respects Differences</td>
<td>Establishes an environment in which students demonstrate limited respect for individual differences.</td>
</tr>
<tr>
<td>II-C-2: Maintains Respectful Environment</td>
<td>Minimizes or ignores conflicts and/or responds in inappropriate ways.</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>II-D- Reinforcement of High Expectations</td>
<td>Gives up on some students or communicates that some cannot master challenging material.</td>
</tr>
<tr>
<td>III-C-2: Culturally Proficient Communication</td>
<td>Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.</td>
</tr>
<tr>
<td>IV-B-1: Professional Learning and Growth</td>
<td>Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>IV-C-1: Professional Collaboration</td>
<td>Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.</td>
</tr>
<tr>
<td>IV-E-1 Shared Responsibility</td>
<td>Rarely reinforces school wide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.</td>
</tr>
<tr>
<td>IV-E-1</td>
<td>Shared Responsibility</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>IV-F-1: Judgment</td>
<td>Demonstrates poor judgment and/or discloses confidential student information inappropriately.</td>
</tr>
<tr>
<td>IV-F-2: Reliability and Responsibility</td>
<td>Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.</td>
</tr>
</tbody>
</table>
APPENDIX C – CLASSIFICATION LETTER OF UNDERSTANDING

It is understood by and between the Committee and the Union that within the pay classifications of paraprofessionals as set forth in Appendix "A" there exists various position categories. Whenever a paraprofessional seeks to exercise displacement rights within a classification which would result in a change of position category, then, if said category requires that the paraprofessional be initially certified by the Committee and/or receive the prior recommendation of the Superintendent, whether through a screening committee or otherwise, the paraprofessional seeking to exercise such displacement right must also be so certified and/or received the recommendation of the Superintendent prior to exercising said right.

As a matter of Side Agreement and not as a matter of the Collective Bargaining Agreement, it is agreed that the parties will immediately establish a joint committee to review the duties of any paraprofessional who perform “extraordinary” duties, specific to a particular student, which are deserving of additional compensation. Upon agreement of the parties as to such paraprofessionals and to the amount of additional compensation to be paid, effective with School Year 2016-2019, such paraprofessionals shall receive a stipend for such duties, which, to the extent permitted by law, shall be considered regular compensation for the purpose of retirement and other benefits.
APPENDIX D - 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 E - 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 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 learning spaces for school community 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.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Salem Teachers Union, Paraprofessional & School Related Personnel Chapter, Local 1258, American Federation of Teachers, AFT Massachusetts, AFL-CIO (hereinafter the “UNION”) and the Salem School Committee (hereinafter the “EMPLOYER”)

RECITALS

A. On October 21, 2021, the Department of Labor Relations, pursuant to case no. WMAM-21-8851, issued a certification of written majority authorization to the UNION to represent “All full-time and regular part-time employees employed by the Salem School Committee in the position of family engagement facilitators, but excluding all managerial, confidential, casual and other employees employed by the Salem School Committee.”

B. The respective bargaining agents of the EMPLOYER and the UNION met and negotiated working conditions pursuant to M.G.L. c. 150E.

AGREEMENT

The parties hereby agree, subject to ratification, as follows:

1. BARGAINING UNIT INCLUSION. The EMPLOYER and the UNION agree to include Family Engagement Facilitators in the PSRS Chapter of the Salem Teachers Union. All existing provisions of the collective agreement shall apply except where modified in this Memorandum of Understanding.

2. CALENDAR YEAR FACILITATORS. The parties agree to eliminate the 260-day, calendar year Family Engagement Facilitators position. Current employees whose work year is presently 260 days will maintain their current work year and benefits as outlined in “SIDE LETTER A” of this agreement.

3. RECOGNITION. Amend Article 1.1 as follows:

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:

- Intensive Instructional Paraprofessionals
- Instructional Paraprofessionals
- School Aides
- Behavior Specialists
● Speech Language Pathology Assistants
● Certified Occupational Therapy Assistants
● Building Based Substitutes
● Full Time Tutors
● Family Engagement Facilitators

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 for the added classifications.

4. **SALARY AND CLASSIFICATION.** The salary scheduled attached to this agreement shall be added to APPENDIX A of the collective bargaining agreement.

5. **WAGE INCREASE.** The salary schedule identified in #4 of this Memorandum of Understanding shall include a one percent (1%) increase to employee wages effective upon execution of this agreement.

6. **SALARY SCHEDULE.** The following salary schedule will be added to the Appendix A of the collective bargaining agreement:

<table>
<thead>
<tr>
<th>Tier 4.5 Employees Family Engagement Facilitators</th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Step 1</td>
</tr>
<tr>
<td>Step 2</td>
</tr>
<tr>
<td>Step 3</td>
</tr>
</tbody>
</table>

7. **BILINGUAL/BILITERATE STIPEND.** Amend Article 3.6 as follows: 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. This stipend shall not apply to Family and Engagement Facilitators as this is a condition of employment and has been otherwise incorporated into the wage scale for this position.

8. **NEW EMPLOYEE HIRING CREDITS.** Amend Article 3.7(B) as follows: New employees shall be credited with one year of service for salary purposes if they are certified or deemed to be bilingual or biliterate via employer approved certification process and/or test. This hiring credit shall not apply to Family and Engagement Facilitators as this is a condition of employment and has been otherwise incorporated into the wage scale for this position.

9. **LENGTH OF WORKDAY.** Add a new Article 5.1(B) as follows: Family Engagement Facilitators will work a
total of 40 hours/week, with a 30-minute duty-free, unpaid lunch daily for 37.5 work hours. All Family and Engagement Facilitators will generally work a 7.5-hour day. These hours will be staggered based on the needs of the school. General schedules will be set with building Principals a month in advance, including staff meetings, weekend, and evening commitments.

10. **LENGTH OF WORK YEAR.** The existing language in Article 5.3 shall now be Article 5.3(A) and a new Article 5.3(B) shall be added as follows: Family Engagement Facilitators will work two hundred ten (210) days a year. The days shall include all days of the academic year plus additional days to meet the operational needs of the district that may include weekends and periods over student vacations. Those additional days shall be scheduled by mutual agreement of the Family Engagement Facilitators and their direct supervisor. At the beginning of each academic year, the Family Engagement Facilitators and supervisors shall generally map out the additional work days with the understanding it may change by mutual agreement.

11. **EVALUATION.** Add a new Article 5.10(B) as follows: The UNION and the EMPLOYER shall form a joint labor/management committee to meet and confer on Family Engagement Facilitators evaluation guidelines and rubrics.

12. **SAFETY CARE TRAINING & CERTIFICATION.** Amend Article 5.14 as follows:

   A. Paraprofessionals and Family Engagement Facilitators 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.

   B. 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.

   C. Special Education Paraprofessionals and Family Engagement Facilitators are required to obtain Safety Care Certification. The District will provide the training.

13. **SICK LEAVE.** Amend Article 7.1 as follows:

   Each employee shall be granted one and one quarter (1 ¼) days of sick leave for each month worked. There shall be a maximum of twelve and one-half (12 ½) days per school year for 10-month employees (Paraprofessionals) and thirteen and three quarter (13.75) days per school year for 11-month employees (Family and Engagement Facilitators). Sick leave may be accumulated from one school year to another up to a maximum of one hundred (100) days.

   Paraprofessionals shall be eligible for a payment of $400 in January of each year if they are on the payroll and have not used any sick days in the prior calendar year. If paraprofessionals have only used one (1) day of sick leave in the prior calendar year, they shall be eligible for a payment of $100 in
January of each year if they are on the payroll. To qualify for this incentive, paraprofessionals must have worked the full calendar year. The first such payment will be made in January 2018, based on the attendance for the 2017 calendar year.

14. **PAID HOLIDAYS.** Add a new Article 8.1(B) as follows: 11-month employees (Family Engagement Facilitators) shall receive an additional two (2) floating holidays. These floating days shall not be used to take an academic day off. The EMPLOYER and the employee shall communicate which days shall be paid as a floating holiday.

15. **RELIGIOUS DAYS.** Family Engagement Facilitators continue to have their existing religious leave benefits per their letters of employment for the remainder of the 2021-2022 academic year. At the start of the 2022-2023 academic year, Family Engagement Facilitators will have the same religious leave benefit as outlined in Article 8.2 of the collective bargaining agreement.

This agreement was signed on [April 25, 2022]

For the Salem School Committee

[Signature]

For the Salem Teachers Union

[Signature]
Appendix G – Side Letter of Agreement – Family Engagement Facilitators, 260 Day Employees

1. The Parties agree that the following employees, Rosalyn Guevara and Anny Cruz, ("Employees") shall have the following provisions apply to them due to the fact that prior to the 2021-2022 school year, this Employees worked 260 days a year and the Parties agreed to maintain this work year for these Employees only. Once these employees leave their current position or until the Parties agree otherwise, the Employees shall be entitled to the following in addition to the provisions contained in the Contract:

   a. LENGTH OF WORK YEAR. The Employee will work two hundred sixty (260) days a year. The days shall include all days of the academic year plus additional days to meet the operational needs of the district that may include weekends and periods over student vacations. Those additional days shall be scheduled by mutual agreement of the Employee and their direct supervisor.

   b. SICK LEAVE. The Employee shall be granted one and one quarter (1 1/4) days of sick leave for each month worked. There shall be a maximum of fifteen days per school year. Sick leave may be accumulated from one school year to another up to a maximum of one hundred (100) days.

   c. PAID HOLIDAYS. The Employees shall receive an additional nine (9) paid holidays and ten (10) vacation days. The paid holidays shall be used on holidays that are recognized by the Salem Public Schools and listed in the contract. The Employee shall work with their direct supervisor to schedule the additional ten (10) vacation days.

2. The Parties further agree that this Agreement does not set any future precedent with respect to any other position in the bargaining unit.

This agreement was signed on April 25, 2022

For the Salem School Committee

For the Salem Teachers Union
MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SALEM
AND
THE MGL c32B, Sections 21-23 SALEM PUBLIC EMPLOYEE COMMITTEE
TO PROVIDE HEALTH INSURANCE THROUGH
THE GROUP INSURANCE COMMISSION PURSUANT TO MGL c32B, Sections 21-23
JULY 1, 2018 – JUNE 30, 2020

WHEREAS,
the City of Salem, including the Salem Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to MGL c 32B, but not including MGL c32, Sections 21-23; and

WHEREAS,
the City, by a vote of the City Council, elected to engage in the process to make changes to health insurance benefits under MGL c32B, Section 21-23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes to health insurance benefits it provides to subscribers including transferring said subscribers to the Commonwealth's Group Insurance Commission (GIC) pursuant to MGL c32B, Sections 23; and

WHEREAS,
The City, through its Mayor, and the Public Employee Committee (PEC) are entering into this written agreement to maintain the City's subscribers in the GIC pursuant to MGL c32B Section 23, effective July 1, 2018 through at a minimum, June 30, 2020 (Agreement);

NOW THEREFORE,
The City and the PEC agree as follows:

1) **Purpose of Agreement**
The purpose of this Agreement is to memorialize the City's provision of health insurance benefits through the GIC.

2) **Enrollment with the GIC**
   a) The City and subscribers shall take all necessary and reasonable actions to maintain current and enroll future subscribers through the GIC effective July 1, 2018 and for the duration of this Agreement.

   b) For the duration of this Agreement, premium contributions for all subscribers under the GIC shall be as follows:

   **PLAN**
   - Non-Medicare Indemnity Plans
   - Non-Medicare PPO & POS Plans (Actives and Retirees)
   - Non-Medicare HMO Plans (Actives)
   - Non-Medicare HMO Plans (Retirees)
   - Medicare Indemnity Plans
   - Medicare HMO Plans
   - Survivors all plans:

<table>
<thead>
<tr>
<th>PLAN</th>
<th>CONTRIBUTION SPLIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Medicare Indemnity Plans</td>
<td>65% City/35% Subscriber</td>
</tr>
<tr>
<td>Non-Medicare PPO &amp; POS Plans</td>
<td>70% City/30% Subscriber</td>
</tr>
<tr>
<td>(Actives and Retirees)</td>
<td></td>
</tr>
<tr>
<td>Non-Medicare HMO Plans (Actives)</td>
<td>75% City/25% Subscriber</td>
</tr>
<tr>
<td>Non-Medicare HMO Plans (Retirees)</td>
<td>70% City/30% Subscriber</td>
</tr>
<tr>
<td>Medicare Indemnity Plans</td>
<td>65% City/35% Subscriber</td>
</tr>
<tr>
<td>Medicare HMO Plans</td>
<td>70% City/30% Subscriber</td>
</tr>
<tr>
<td>Survivors all plans:</td>
<td>50% City/50% Subscriber</td>
</tr>
</tbody>
</table>
3) **Mitigation Plan**

The City agrees to continue to maintain the Employee Health Care Mitigation Fund (EHCMF) established by the parties in the July 1, 2012-June 30, 2015 Agreement, with the balance of funds remaining as of June 30, 2018. The City further agrees that any balance of EHCMF funds remaining will be applied to the subsequent fiscal years covered by his Agreement, and carried over to provide reimbursements consistent with this section. The City agrees to provide the PEC with an annual report of usage and funding balances of the EHCMF.

The EHCMF will be administered in compliance with the IRS and ERISA laws by the current third-party administrator, Cafeteria Plan Advisors, 420 Washington Street, Suite 100, Braintree, MA 02184. The EHCMF shall be for all plan subscribers and will reimburse actual out of pocket costs for the following covered services.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>REIMBURSEMENT</th>
</tr>
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<tbody>
<tr>
<td>Outpatient Surgery Copayments</td>
<td>100%, max. of $250.00 per occurrence</td>
</tr>
<tr>
<td>Inpatient Hospital Admission Copayments</td>
<td>100%, max. of $1,500.00 per occurrence</td>
</tr>
<tr>
<td>High-Tech Imaging Copayments (MRI, PET &amp; CT scans)</td>
<td>100%, max. of $100.00 per occurrence</td>
</tr>
</tbody>
</table>

If the GIC implements any increases to the above-referenced service copayments, the EHCMF reimbursement amounts will be adjusted accordingly. The City and the PEC agree to meet semi-annually to discuss utilization, funding, and to review the status of the EHCMF.

The City agrees to monitor the balance in the EHCMF and notify the PEC when the balance reaches $50,000. At that time, the parties will meet to discuss the EHCMF’s status, utilization, and any possible future funding sources.

The City also agrees that it will remit a portion of any Part-D reimbursements received during the life of the Agreement to retirees on Medicare Plans, eligible for the subsidy, in an amount to be determined by the City, in the form of a premium reduction or holiday, provided that they are not already receiving the benefit of the reimbursement through the pricing of the plans they have selected.

4) **Flexible spending account**

The City will continue to provide a Section 125 Cafeteria Plan (FSA). The City agrees to pay the annual administrative fee for the FSA for calendar year **for the duration of this Agreement** for those subscribers who enroll in the FSA for health care expenses. The City agrees to pay one half of the annual fee in accordance with this Section from the funds referenced in Section 3.

5) **Waiting/Hiatus period**

New employees of the City are eligible to enroll in health insurance offered by the GIC in accordance with 805 CMR 9.01. In accordance with 805 CMR 9.01(3) new employees of the City are eligible to enroll in health insurance offered through the GIC within 10 calendar days of the first date of employment with the City. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR 9.01(3) are hereinafter referred to as the Waiting/Hiatus Period. (WHP).
6) **GIC retroactive Effective Date of Coverage**
Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the WHP that in sum exceeds the full-cost health insurance premium of the GIC’s elected plan for the WHP, the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event the City shall submit the full-cost health insurance premium for the WHP to the GIC in a timely manner. The employee shall reimburse the City for the premium and any WHP amount already received through normal payroll deductions. If and when the GIC eliminates the WHP, Section 6 of this Agreement will expire as well.

The City agrees to reimburse new hires a maximum of $100.00 per month for individual or a maximum of $250.00 per month for family plans (with a maximum of $200.00/$500.00, respectively) for new employees who sign up for City-provided health insurance and provide proof (cancelled checks) as to payments for existing COBRA or other unsubsidized coverage during the WHP.

7) **Health Coverage after June 30, 2020**
The maintenance and enrollment of subscribers to the GIC shall remain in force after July 1, 2020, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC in accordance with the GIC’s rules regarding the same, that the City will terminate coverage with the GIC.

The City and PEC agree to meet, at the City’s initiation, no later than February 1, 2019 and beyond that date as often as deemed necessary to discuss the provision of health insurance benefits after June 30, 2020.

The parties agree to consider options outside the GIC. The City agrees to meet and collaborate with the PEC prior to developing a Request for Proposal (RFP) from commercial insurance carriers. The City agrees to share all proposal responses with the PEC and to meet and discuss all aspects of each proposal response with the PEC. While the City agrees to consider the PEC’s input and recommendations for the RFP, the parties agree the RFP will be prepared and advertised by the City. Prior to advertising the final RFP, the City agrees to provide the PEC with a copy of the same.

When the City and the PEC act further in accordance with this Section, the City shall request specific utilization and claims data from the GIC pursuant to 805 CMR 8.05(29), sections a and b. The City agrees to provide this information, only to the extent required for discussions with the PEC in accordance with the Section. The City agrees discussions regarding a successor agreement may include premium contributions, continuation of the EHC MF, plan copayments, and plan design.

8) **Changes During the Term of Agreement:**
The City and PEC are aware the GIC may eliminate or consolidate health insurance plans that are currently offered to subscribers during the term of this Agreement.

If the aforementioned takes place, in realizing the GIC’s actions may adversely affect subscribers, the City agrees to meet and consult with the PEC in a timely manner and prior to the implementation of any change by the GIC in order to coordinate assistance to subscribers. The City agrees to meet with the PEC to discuss subscribers’ options, plan outreach meetings for those affected, and assist them in selecting replacement health plans. The PEC agrees to assist the City in this effort and members agree to actively participate in any efforts to educate the affected subscribers within their respective bargaining unit.
9) **Severability**
If any provision or Section of this Agreement is found to be unenforceable or unlawful, the remaining provisions and Sections are to remain in full force and effect.

10) **Scope and Modification**
This Agreement shall constitute the whole of the Agreement between the City and the PEC. This Agreement may be modified only by written agreement approved in the same manner as the original Agreement.

11) **Authorization to sign Agreement**
Each signatory to this Agreement is authorized to bind the entity he or she represents. The PEC represents it has the authorization and approval of a majority of the weighted votes of the PEC. This Agreement is binding on all subscribers and their representatives.

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The City of Salem and its Mayor
Kimberley Driscoll

The City of Salem Public Employee Committee

Paul J. Geipient
Salem Fire Fighter's Union

Michelle M. Meier
Salem Police Superior Officer's Union

Paul M. Griswold
AFSCME Local 294

Ronald Michael
RSCME

Walter C. Hill
Salem Police Patrolman's Union

Hugh C. Finn
AFSCME Local 1818

Annette McNeil
Salem Teachers' Union

Ann T. Finney
Salem School Administrators