

THE STONEHAM SCHOOL COMMITTEE

AND

STONEHAM ADMINISTRATIVE UNIT

Contract Agreement

JULY 1, 2018 – JUNE 30, 2021

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**Contract Agreement Between
ADMINISTRATIVE UNIT OF STONEHAM PUBLIC SCHOOLS
AND
STONEHAM SCHOOL COMMITTEE**

July 1, 2018 – June 30, 2021

INTRODUCTION

The administrative staff and the School Committee, enjoying a common commitment to excellence in the Stoneham Public Schools, agree as follows:

1. The Stoneham Committee looks to and depends on the administrative staff for educational leadership and management of the school system. It expects each administrator to conduct him/herself in a highly professional manner at all times, aware of the strong impact of his/her actions both on children and on the community which the school system is committed to serve. When it is not practical for the administrator to live in Stoneham he/she will recognize his/her responsibility to make him/herself equally available at all times.

In this era of collective bargaining, each administrator will both support and explain the economic limitations of the Town which result in compromise agreement on economic issues. They will recognize that it is his/her primary responsibility to administer any resultant contract to the letter, avoid unnecessary grievances, and when these do arise, to settle them, if possible at the first step.

2. In turn, the School Committee recognizes the paramount role of the administrators in developing and maintaining excellence in the system. The School Committee pledges its best effort to compensate appropriately its administrators and to provide, in addition, the support, flexibility in hours, fringe benefits and recognition and respect so vital to excellence in education. The School Committee understands that the morale of administrators is important in the general operation of the Stoneham Public Schools.
3. To accomplish these objectives, it is mutually agreed that ratio guidelines, outlined on Page 2, will be pursued in establishing administrative salaries. It is recognized and agreed that the guidelines are intended to form a minimum base or guarantee plus additional compensation for performance, which the School Department believes to be superior. At all times, the amount of education below or above the Master's degree, the years of experience as well as performance, will be included in the considerations for establishing each ratio each year.

SALARY PLAN

ADMINISTRATORS RATIO 12 Month Employees

	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Vice Principals (Full Year)									
Dir. Phys Ed & Athletics	1.18	1.21	1.25	1.27	1.29	1.31	1.33	1.35	1.38

ADMINISTRATORS RATIO – TWO HUNDRED DAYS

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Vice Principals	1.13	1.16	1.20	1.22	1.24	1.26	1.28	1.30	1.33
Program Supervisors and Special Education Supervisors	1.07	1.09	1.11	1.13	1.15	1.17	1.19	1.21	1.23

NOTES:

1. Effective July 1, 2010, 5% shall be added to the above ratio for completion of M+60, 6.5% shall be added to the above ratio for M+75, and 9% shall be added to the above ratio for PhD/EdD. Up to 300 professional development points may be used toward these credits.
2. An approved CAGS program will be considered the equivalent of M+60.

ARTICLE I - DURATION

The duration of this agreement will be July 1, 2018 to June 30, 2021.

ARTICLE II - SALARIES

- A. Administrators will be salaried accordingly within the ratio scale. While on the first three steps, each administrator will receive increments appropriate to his/her performance. Once step four is achieved for a particular administrator, his/her ratio will not be lowered. However, for unsatisfactory service by an administrator, based on a written statement by the Superintendent of Schools, a ratio may be lowered following a one-year period of re-evaluation, should the performance remain unsatisfactory.
- B. Annual increments will be given to each administrator who has performed satisfactorily in the opinion of the Superintendent of Schools. During the school year, if the Superintendent is not satisfied with the performance of a particular administrator, he/she will inform the administrator in writing and provide such administrator ample time to correct the situation prior to the determination of salary. The School Committee based on a written statement by the Superintendent describing the unsatisfactory service of the administrator may approve a partial increment or no increment.
- C. The School Committee may, at its discretion, award salary increments to any administrator considered to have performed outstandingly over and above the standard annual increases. The School Committee will determine these amounts.

D. The base pay for the Administrators' Unit prior to ratios shall be as follows:

Beginning of FY 19:	\$81,449
End of FY19:	\$82,263
Beginning of FY 20:	\$83,908
Beginning of FY 21:	\$86,425

Subject to funding, School Committee approval, and appointment by the Superintendent, administrators who assume interim responsibility as Program Supervisor for English, Mathematics, Social Studies, Science or Foreign Language shall receive an annual stipend of \$15,000; the stipend for other programs shall be \$5,000.

E. All employees shall receive their pay by direct deposit and receive all payroll notifications electronically.

F. When an assignment is changed from the normal teacher contract year to a longer period of time, the ratio will be adjusted accordingly to education, experience, and performance on the job. All administrators who have a change in the length of the work year will have a salary adjustment to the new ratio and will be placed on the same step as their current position dictate.

G. Longevity Benefit for Services in Stoneham

1. After five (5) years of satisfactory service in Stoneham, an administrator will be granted nine hundred (\$900) dollars longevity increase.
2. After fifteen (15) years of satisfactory service in Stoneham, an administrator will be granted an additional nine hundred (\$900) dollars longevity increase (\$1800 total).
3. After twenty (20) years of satisfactory service in Stoneham, an administrator will be granted an additional nine hundred (\$900) dollars longevity increase (\$ 2700 total).
4. After twenty-five (25) years of satisfactory service in Stoneham, an administrator will be granted an additional fifteen hundred (\$1500) dollars longevity increase (\$ 4200 total).

H. Retirement Benefit

A retirement benefit of seven hundred fifty (\$750) dollars in the third to last year and five hundred (\$500) in the second to last and last year will be granted only to those administrators with five (5) or more years of service in Stoneham. Under this provision, notice of intention to retire and a written resignation must be submitted on or before August 31 to be effective June 30 of the retirement year. Should the administrator not retire at the designated time, he/she will reimburse the School Department all monies received under this provision.

ARTICLE III – MEETING NOTIFICATIONS

Administrators will be consulted concerning pertinent proposals between the Stoneham School Committee and the Stoneham Teachers Association before final decisions are made. The co-chairmen shall receive an agenda and associated materials for each Stoneham School Committee meeting. The School Committee will allow an administrator of this group to be available or consulted during Executive Session.

ARTICLE IV – BENEFITS/ALLOWANCES FOR ABSENCES AND LEAVES

A. Insurance and Annuity Plan

The Committee will pay the maximum percentage permitted by town meeting enactment of the cost of the following types of insurance coverage:

1. A five thousand dollars (\$5,000) term life insurance plan of the type presently available to employees.
2. Payroll deductions shall be available to bargaining unit members for the Accidental Death and Dismemberment insurance available through the Massachusetts Teachers Association.
3. Administrators shall be eligible for health insurance benefits per the Town contract with the state Group Insurance Commission.
4. Administrators will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 and the "cafeteria plan" established pursuant to Chapter 125 of the Internal Revenue Code.

B. Retirement Intentions

Administrators who plan to retire at the close of the school year shall submit a letter of intent on or before May 1 in order that the Superintendent and the Committee may have sufficient time to fill the position.

Sick Bank Buyback: Sick bank buyback allotted to recipients upon retirement from Stoneham Public Schools and MTRS at the rate of \$25 per day up to a maximum of 100 days.

C. Sick Leave

Each administrator will be credited with fifteen (15) sick leave days at the beginning of the school year to be used for personal or family illness. These fifteen (15) annual days shall be deemed to be used before any accumulated leave.

Beginning June 30, 2012, part-time employees shall be credited with pro-rated leave benefits calculated as the number of days times the part-time percentage of employment (e.g., 15 days x .5 FTE = 7.5 days). Leave taken shall be calculated as follows:

- a) Part-time, full-day, partial-week employees shall be deducted 1 day for each day absent (e.g., a .4 FTE employee working 2 days per week shall be deducted 1 day for each day absent);
- b) Part-time, part-day, full-week employees shall be deducted a part-time day equal to their part-time work assignment for each day absent (e.g., a .6 FTE employee shall be deducted .6 day for each day absent);
- c) Part-time, mixed-day, partial-week employees shall be deducted leave equal to the scheduled work-day for each day absent (e.g., a .5 FTE employee who works two and one-half days per week shall be deducted 2 half-days on a scheduled full day and 1 half-day on a scheduled half-day).

Three (3) of the above personal leave days may be taken for critical and necessary personal, legal, business, household or family matters which require attention during school hours. The reasons for personal days are personal and confidential. However, personal leave days cannot be used the first or last day of the school year or the day preceding or following a school holiday or vacation or long weekend without a stated reason, and permission from the Superintendent.

In the event a religious observance falls at a time in the school year when the member has exceeded his/her allowable fifteen (15) annual sick leave days, the use of additional paid leave days shall be allowed. In no event will an employee be denied access to necessary religious days.

In the event that a prolonged illness, from which recovery and return to work are probable, based on appropriate medical evidence, results in the exhaustion of all accumulated sick leave, an administrator may apply for a maximum of one hundred (100) additional sick-leave days. The rate will be 1.0 of the per diem salary.

Unused sick leave maybe accumulated by full-year administrators up to two hundred forty (240) days; school-year administrators may accumulate two hundred (200) days. Up to ten percent (10%) of an individual's accumulated sick leave may be used each year for a significant illness of a member of an employee's household or of an immediate family member. Effective July 1, 2017, up to twenty percent (20%) of an individual's accumulated sick leave may be used for this purpose.

In the event an illness of an employee extends beyond the period of five (5) consecutive school days, the Superintendent, or his designee, may require an examination by a physician approved by the Committee at its expense, as to the physical and emotional ability of the employee to resume work.

D. Bereavement Leave

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent or anyone who lives in the employee's household.

Employees covered by this agreement will be allowed time off without loss of pay for up to three(3) days following the death of a relative of an employee who is the employee's aunt, uncle, great- grand parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.

At the discretion of the Superintendent of Schools, this leave may be extended.

E. Parental Leave

Birth Parent:

1. The Superintendent shall grant parental leave for up to eight (8) calendar weeks from the birth of a child upon receipt of a letter from a pregnant employee. The letter must be sent at least two (2) weeks prior to the employee's anticipated due date.

2. The employee may use any of her personal accumulated sick leave for said period of time (8 calendar weeks) upon verification of birth from the employee's physician / hospital. The request for this personal accumulated sick leave utilization will be made at the time of the request for parental leave. Parental leaves under this paragraph will be paid to the extent of the administrator's available sick leave.

3. If after the eight (8) calendar weeks the employee is deemed unable to return to work by a physician, the employee must provide additional medical documentation to access accumulated sick leave.

4. A parental leave shall not be immediately followed by any other sick leave without additional medical documentation of a separate medical condition.

Non-Birth Parent:

5. Upon request, non-birth parental leave of up to eight (8) calendar weeks duration will be granted to a non-birth parent. Leave under this section will be paid to the extent of the Administrator's available sick leave. Leave under this section must be used within six (6) months of child's arrival.

F Extended Leave of Absence

Except for military leave, extended leave without salary will be granted only for periods not exceeding one (1) year, and may be extended. Examples of reasons for extended leave are:

1. Childrearing leave for a period of one (1) year or until the September following the arrival of the natural or adopted child, whichever is later, will be granted to an employee with professional status. If an employee plans to return to work, a written notice of return to work must be given by the employee by March 1st of the school year preceding the date of return. A return to work on a date other than September 1 will be subject to the approval of the Superintendent. All requests for maternity leave must be accompanied by a physician's certificate stating the expected delivery date.
2. Professional study, approved by the Superintendent, which would be of benefit to the school system as well as to the individual concerned.
3. Election to major offices of the Association's state or national affiliates or their related departments (for example, election to the office of President of the Massachusetts Teachers Association, the National Education Association, or the Department of Classroom Teachers).
4. Full-time exchange teaching or Peace Corps service, automatically renewable for a second year, provided the request for a second year's leave is accompanied by written evidence that the employee is continuing the work for which the leave was first approved.
5. Campaigning for or serving in a public office. The employee will not return to employment until the beginning of the next school year, unless a comparable position becomes vacant beforehand.
6. Other reasons at the discretion of the Superintendent.

Upon return from such leave as is described in paragraph 1.b and 1d (above), an employee will receive one year's experience credit on the salary schedule at the level he would have achieved if he had not been absent. An employee will receive experience credit for each year of absence under paragraph 2 and 4.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to a position at the same academic level, if possible, to that which he held at the time said leave commenced.

All applications for extension or renewals of leaves will be in writing and the decision will be stated in writing. Applications will be made to the Superintendent prior to March 1 indicating the intent to return to work or requesting an extension or renewal of leave for the next school year. If written notification has not been received by this date, he will be subject to termination. However, this agreement is subject to an extension of time by mutual consent. The Superintendent may rehire him without loss of benefits.

Notwithstanding anything to the contrary anywhere in this Agreement, the Superintendent may deny a request for an unpaid leave of absence if the employee has worked less than

three contract years out of the preceding five. Working a contract year means that no more than forty (40) days of that year are spent on unpaid leave status. However, there is no right to three consecutive contract years of leave. This provision shall be applied pro rata for employees with less than five (5) contract years of Stoneham service at the time of the requested leave.

G. Sabbatical Leave

The Superintendent may grant a sabbatical leave for study or research to any administrator seeking to increase his professional ability. In order to apply for a sabbatical leave, he must have had at least seven years of educational duties in the Stoneham Public Schools. Sabbatical leave will be granted for one-half year or one whole year.

1. For leave of one whole year, the salary rate will be not less than three-fourths of the applicant administrator's current salary. Such leave will be considered a year of experience on the Salary Schedule.
2. For leave of one-half year, the salary rate will be equal to the applicant administrator's current salary for one-half year. Such leave will be considered one-half year of experience on the Salary Schedule.
3. In either case, a sabbatical leave will be granted only once in seven years to the same administrator.
4. Special consideration will be given to any administrator who has a plan of full-time study toward obtaining a specific graduate degree.
5. A person on sabbatical leave will be entitled to all benefits passed by the School Committee while on such leave.

Prior to the granting of a sabbatical leave, the administrator shall enter into a written agreement with the Superintendent that upon the termination of such leave he will return to services in the public schools of Stoneham for a period of three years or will refund to the Town within a year an amount equal to such proportion of salary received by him while on sabbatical leave, as the amount of service agreed to be rendered. An administrator shall be exempt from this commitment in cases of an incapacitating illness.

Not more than one employee per hundred employees or fraction thereof will be granted a sabbatical leave in one year. If more apply then are available spaces for a sabbatical leave, the final decision will be made by the Superintendent.

Applications for sabbatical leave shall be made prior to March one (1) of the school year preceding the intended sabbatical leave. In case of sabbatical leave for the second half of the school year, applications shall be made prior to October one (1).

H. Professional Development – Study Tuition Reimbursement

Administrators may apply to the Superintendent or his/her designee for reimbursement of the cost of approved graduate credit courses taken during the summer session and during the following fall, winter and spring sessions at accredited colleges and universities. They may also apply for reimbursement of the costs of approved workshops and/or approved conference attendance.

The total reimbursement by year for said courses/workshops/conferences shall not exceed \$1,300 for FY19, \$1,400 for FY20 and \$1,500 for FY21 for any given employee in any given year. There will be no carryover from year to year. The Committee agrees to budget a maximum of \$10,000 per contract year. However, in order to be reimbursed for any course/workshop/conference expenses, employees will certify that they are not being

reimbursed by any other means. The school district will assume responsibility for the cost for any course/workshop/conference which a supervisor requires an employee to take subject to the approval of the Superintendent or his/her designee. Reimbursement request for tuition and registration fees will be submitted by the employee within two (2) months following the time the course(s) was completed with bills in triplicate, attached receipts and/or transcripts. A graduate level of "B-" or better must be achieved for course reimbursement. In cases of extenuating circumstances or lower grades individual cases will be reviewed.

The Committee will pay the reasonable expenses for travel (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement session with the approval of the Superintendent of Schools.

ARTICLE V – ANTI-FRATERNIZATION POLICY

Preamble

The Stoneham School District is committed to fostering a positive learning and working environment for all students and staff in order to promote educational excellence. The Stoneham School District's Anti-fraternization Policy shall serve as a statement on appropriate conduct and relationships between students and staff of the Stoneham School District. The spirit and intent of this policy is meant to help both staff and students understand and appreciate the delicate balance that exists between them and to better define the boundaries that their respective roles dictate.

Definitions

For purposes of this policy, "staff" refers to all Stoneham School District employees, contracted service personnel, SEIU employees, and any volunteers working on school property.

For purposes of this policy, "student" refers to all Stoneham School District individuals in grades pre-kindergarten through twelve, including a one year window post -graduation from the Stoneham School District. Any student remaining post-graduation will have a one year window after leaving the Stoneham School District.

For the purposes of this policy "school property" includes all places set forth in the District, along with any place where extracurricular activities and/or events may take place including location visited during the course of field trips and/or other School District sponsored activities.

Policy

All staff must be aware that students of all ages and intellect are susceptible to influence by both staff and fellow peers. While this influence most often yields positive educational results, it can also be used in a manner that is entirely inappropriate. Accordingly, staff must be cognizant of their appropriate roles and professional duties in the development of students. Similarly, staff must be cognizant of the imbalance of power that exists in relationships between staff and student, which can live on long after the student has graduated from the Stoneham School District. This imbalance of power places students in a vulnerable position that must be recognized and respected by staff. It is the responsibility of staff not to take advantage of or otherwise exploit this imbalance of power to further any non-educational, personal, or inappropriate objective. Accordingly, staff is prohibited from engaging in any romantic, sexual, or physical relationship with students.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions with respect and adherence to the appropriate standards of

professional conduct. To the degree that such relationships develop or exist, it is the staff's responsibility to ensure that such relationships continue along and within appropriate boundaries. This policy does not preclude conduct otherwise necessary to respond to legitimate educational circumstances.

The staff of the Stoneham School District must understand that this Anti-fraternization Policy is a condition of employment. As a condition of employment, the Stoneham School District reserves the right to at any time, without advance notice to staff, monitor, access, investigate and/or review the appropriateness of any activity or relationship between staff and students in order to protect the health, welfare and safety of the District, its staff and students. Failure to adhere to the requirements of this policy may result in severe consequences, up to and including termination.

Any question by staff as to the appropriateness of an activity, relationship, or interaction with a student may be directed to the school building principal or designee. All inquiries into the appropriateness of an activity or relationship will be confidential to the fullest extent appropriate. All staff that suspect an inappropriate relationship exists between a staff member and student are required to immediately notify, orally or in writing, the school building principal or designee.

Submission of a good faith report of a suspected violation of this policy will not adversely affect the reporting individual's employment. Submission of a purposely inaccurate report may result in disciplinary actions. All staff members are required to sign the Stoneham School District Anti-fraternization Guide to Acceptable and Unacceptable Behavior Form, which will become part of an individual's personnel file.

Acceptable and Unacceptable Behavior

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context. The Anti-fraternization policy requires a delicate balance between establishing appropriate norms and acknowledging a faculty/staff member or students' right to privacy. The Stoneham School District Anti-fraternization policy is focused on staff/student relationships and is intended to provide clear direction on what is unacceptable behavior with students that might compromise staff member roles as educators and developers of character and what is acceptable behavior. In all instances staff members have a duty and obligation under Massachusetts law to protect the health and welfare of students, and an affirmative duty to provide notice to the appropriate Stoneham School District representative if an inappropriate situation develops so that the District can take appropriate action.

The Stoneham School District is committed to avoiding situations which may generate complaints of favoritism and inappropriate relationships between staff and students. Staff members are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed.

1. Staff members **shall not** become romantically involved with any student
2. Staff members **shall not** engage in any sexual or physical relationship with any student
3. Staff members **shall not** foster, encourage, or participate in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff/student relationship and in which the relationship could reasonably cause a student to view the staff person as more than a staff member,
4. Staff members **shall not** associate with students in any situation or activity which could be considered sexually suggestive or involve the use of alcohol or illegal drugs by students

5. Staff members **shall not** date students
6. Staff members **shall not** make disparaging remarks about their colleagues or other students in the presence of any student
7. Staff members **shall not** engage in unacceptable online interactions with students using social media sites or social networks or via cell phone, texting or telephone.
8. Staff members **shall not** send students on personal errands
9. Staff members **shall not** disclose information concerning a student, other than that required by law, to any person not authorized to receive such information, this includes but is not limited to, information concerning student address, assessments, ability scores, grades, behavior, mental or physical health and/or family background.

In order to protect the health, welfare and safety of students the following are examples of appropriate staff member conduct.

1. Staff **shall** maintain appropriate and professional conduct in all settings in the presence of students
2. Staff members **shall** maintain professional relationships with students which are conducive to an effective educational environment.
3. Staff members **shall** maintain a reasonable standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.
4. Staff members **shall** report pursuant to law and District policy any suspected signs of child abuse or neglect
5. Staff members **shall** report any violation of this policy to the school building principal or designee
6. Staff members **shall** report any violation of social media sites or networks to the school building principal or designee

Reporting and Investigation Procedures

Any and all suspected violations of this policy must be immediately reported, orally or in writing, by staff to their school building principal or designee. The school building principal or designee shall document all complaints in writing within twenty-four (24) hours. The school building principal or designee will immediately conduct an investigation and create a written record thereof within at least ten (10) workdays, which will be provided to the Superintendent or designee. If the alleged violation involves the school building principal, then the report shall be made to the Superintendent, who shall follow the procedural steps outlined in this section of the policy. If the alleged violation involves the Superintendent, then the report shall be made directly to the Chairperson of the School Committee or designee, whom shall also follow the procedural steps outlined in this section of the policy.

The investigation may consist of personal interviews with the reporting individual, the alleged offender(s), and others who may have knowledge of the alleged incident (s) or circumstances giving rise to the suspected violation of this policy, and a review of records when appropriate to determine the existence of previous reports. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. A written record will include the following:

- the name of the offender(s);
- the nature of the allegation(s)
- location and frequency of the violation(s)
- a detailed factual description of the incident(s)
- a list of all known witnesses;
- a summary of the investigation, which will include interviews with the individual(s) reasonably believed to have relevant information, including but not limited to, the reporting individual, the alleged offender(s) and witnesses;
- a description of any disciplinary actions already taken; and
- a recommendation for further disciplinary action or review

In determining whether the alleged conduct or relationship constitutes a violation of this policy, the District will consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, and the context in which the alleged conduct occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances. In addition, the District may take immediate steps, at its discretion, to protect the staff and student pending completion of an investigation of an alleged inappropriate activity or relationship. The District must sufficiently investigate all reports of inappropriate activity or relationships that are brought to its attention in order to determine the veracity of the report. The District will respect the privacy of the reporting individual(s), the individual(s) against whom the report is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations. All staff must fully understand that reporting and investigation procedure implanted by the District is necessary to maintain the educational character and integrity of the District and to ensure compliance with this policy and the law.

Any and all violations of this policy determined by the principal or designee may result in disciplinary action taken against the offending staff member. If the violation of this policy warrants a criminal investigation, the Stoneham Police Department or appropriate legal authorities will be immediately contacted.

Any violation of this Anti-fraternization Policy and/or other Stoneham School District policies may result in, but is not limited to, one or more of the following:

- written warnings or a letter of reprimand in the personnel file;
- other remedies, such as suspensions and terminations as covered under Massachusetts law; and consistent with appropriate collective bargaining agreements;
- referral to the appropriate legal authorities for possible criminal prosecution; and
- civil liability

The Stoneham School District reserves the right to add and include additional behaviors and activities that can result in disciplinary action to this policy and implement such changes after adoption by the School Board. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Massachusetts and federal law and other School District policies. The District will take appropriate disciplinary action against any staff member who retaliates against any individual who reports an alleged violation of this policy or any individual who testifies, assists or participates in an investigation, or who testifies, assists or participates in proceeding or hearing relating to such alleged violation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Confidentiality

All reports of a suspected inappropriate activity or relationship will be kept strictly confidential to the fullest extent practicable. Only those with a "need to know" shall have access to the report and investigation documents. Every effort will be made by the District to protect the anonymity of the reporting person, but it cannot always be guaranteed.

This policy shall not abrogate other District policies and remain consistent with appropriate collective bargaining agreements. It is the intent of the District for all of its policies to be read and interpreted in a consistent manner in order to provide the highest level of protection and safety for staff and students in the provision of educational services and opportunities.

ARTICLE VI - REDUCTION IN FORCE

If the Committee decides that a reduction in the number of staff in any category of administrator covered by this contract is necessary, the district will first attempt to meet its needs through attrition. If neither attrition nor a voluntary transfer resolve the need to reduce the number of persons covered by this contract, the superintendent shall determine which administrator(s) shall be reduced and placed on a recall list based upon the evaluations of the administrator(s) in the affected categories. In the event that performance as identified by recent evaluations is relatively equal, seniority (understood to be the length of time in an administrative capacity in the Stoneham schools) shall be the determining factor.

An administrator with prior teaching service in Stoneham shall be deemed to hold seniority for all prior teaching service within the teachers' bargaining unit, shall earn pro-rated teaching service for any pro-rated teaching as a member of the administrative unit, and will continue to accrue seniority in the event they exercise their right to return to the bargaining unit.

Recall rights to the administrative position shall be retained for two years from the effective date of layoff unless sooner terminated under the following subsection.

Recall rights shall terminate with a rejection of a recall offer. Recall rights shall terminate unless within seven (7) calendar days after receipt of a recall notice the person notified the Superintendent of his/her acceptance and reports for work. Recall offers shall be sent by certified mail to a person's last address of record at the Office of the Superintendent of Schools and shall be deemed to have been received not more than four calendar days following date of posting. Upon recall, all rights of the Agreement and benefits to which a person was entitled at the time of his/her layoff commenced, including unused accumulated sick leave, will be restored to the person upon his/her return.

In addition:

1. A recalled person shall advance to the next step of the salary schedule upon being recalled.
2. A person who exercises his/her recall rights and resumes employment in the Stoneham Public Schools shall be credited with all benefits and privileges that he/she was entitled to as of the date of the layoff.
3. A recalled person will be assigned to the same or similar position, if available, which he/she held at the time of commencement of the layoff assuming that, if it is not the position from which the person was laid off, the person is qualified to fill the recall position.
4. If the Superintendent determines that the most senior individual to be recalled does not possess the required qualifications in the job description for the vacant position, the reasons for that determination shall be given in writing to the individual with a copy to the union president. Such determination may be grieved as outlined below.

ARTICLE VII - REORGANIZATION

The SAA will support the creation of task force of members from the SAA in conjunction with the superintendent to examine the restructuring of the administration structure for the 2019-2020 school year. This will include the future of the ten (10) month vice principal position that was transferred for the 2018-2019 school year.

Restructure possibilities could include:

- Humanities Supervisor K-12 (ELA, World Language, Social Studies)
- STEM Supervisor K-12 (Science, Technology, Engineer, Math)
- Fine & Performing Arts K-12 (Visual Art, Music, Theatre Arts, Culinary Arts)

- Director of PE, Health and Athletics K-12 (PE, Health, Athletics)
- Special Education Supervisor/Directors (4) (Preschool Director, Grades K-4, Grades 5-8, Grades 9-Postgrad)
- Supervisor/Director of Guidance & Adjustment K-12 (Guidance, Adjustment Councilors, Social Workers)
- Restore 2nd Assistant Principal to Stoneham High School

ARTICLE VIII - RESPONSIBILITIES

Program Supervisors will not be assigned more than ten (10) periods per week, depending on the number of staff members assigned in their program and the grade span.

Should the Program Supervisor's personnel responsibility decrease below seven (7) staff members and the grade levels of responsibility fall within grades 5-12, the Program supervisor shall be assigned an additional five (5) teaching periods per week for each staff member below six with a maximum number of teaching periods being twenty (20) per week.

Should the Program Supervisor's personnel responsibility decrease below six (6) staff members and the grade levels of responsibility fall within grades K-12, the Program supervisor shall be assigned an additional five (5) teaching periods per week for each staff member below six with a maximum number of teaching periods being twenty (20) per week.

The Program supervisors who have no teaching assignments at this time will not be affected by this proposal.

For the 2015-16 year, program supervisors shall be expected to teach one course. If in future years they are expected to teach two courses as outlined above, the parties agree to bargain the impact of this change.

ARTICLE IX – SUPERVISION AND EVALUATION

Effective July 1, 2009, the per-teacher stipend for the supervision and evaluation of teachers has been eliminated and rolled into the base salary. The Director of Athletics will receive a stipend of \$20.00 per coach for supervision and evaluation.

ARTICLE X – TERMINATION OF POSITION

A Stoneham administrator, who has completed five (5) years in his/her administrative position and whose position has been terminated, and who chooses the option of returning to the classroom and if the administrator so desires, shall be assigned duties by the Superintendent of Schools for a period of four (4) weeks each summer during the subsequent two (2) summers at eighty (80) percent of the day rate of pay received as an administrator.

ARTICLE XI – VACATION – 12 MONTH POSITIONS

Administrators, on a twelve-month year, will receive twenty-eight (28) vacation days. For twelve month administrators hired after July 1, 1979 vacations will not be cumulated beyond twelve (12) days unless prior approval is given by the Superintendent of Schools. All vacation days accumulated through July 1, 1999 will be grand-fathered in.

ARTICLE XII – HOLIDAYS – 12 MONTH POSITIONS

For all twelve-month administrators:

Holidays

The following holidays are considered Holidays for the School Department:

January	New Year's Day	September	Labor Day
January	Martin Luther King Day	October	Columbus Day
February	President's Day	November	Veteran's Day
April	Patriot's Day	November	Thanksgiving
April	Good Friday	November	Day after Thanksgiving
May	Memorial Day	December	Day before Christmas
July	Independence Day	December	Christmas Day

Each 12 month Administrator shall be entitled to receive his/her regular rate of pay for each of the above-designated holidays without having worked on such holiday. When a holiday falls on a Saturday or Sunday and is not observed on the previous Friday or the following Monday, employees will receive a compensatory holiday, such day to be determined by the Superintendent of Schools.

ARTICLE XIII – CHANGE IN AGREEMENT

No individual administrator may request a change in this agreement without being represented by the Administrators Unit.

ARTICLE XIV – ADDITIONAL WORK DAYS

The Superintendent may require any administrator to work beyond the two-hundred (200) days, in which case, he/she would receive his/her rate of pay or compensatory time at the discretion of the Superintendent.

ARTICLE XV – ADJUSTMENT IN SALARY

When a program Supervisor is appointed from a teaching position, and the teaching salary is equal to or greater than the current base, the School Committee will consider an adjustment in the salary.

ARTICLE XVI – MILEAGE REIMBURSEMENT

The Athletic Director may apply for mileage reimbursement at the Town approved rate. No travel reimbursement (other than parking at the discretion of the Superintendent) for other administrators as it has been rolled into base in previous years.

ARTICLE XVII - EVALUATIONS

Evaluations will be conducted on a one-year cycle as determined by the agreement between the Stoneham Administrators Association and the Stoneham School Committee for the implementation of Massachusetts' 2011 professional educator evaluation legislation. For instances in which an administrator is assigned to more than one building, the administrator and Superintendent shall agree at the beginning of each cycle on the designation of a primary and secondary evaluator. If by January 1 it appears that an administrator might receive a rating of "needs improvement" on one or more evaluation standards, the supervisor shall provide an informal, written warning to the administrator.

ARTICLE XVIII - GRIEVANCES

A grievance on any violation of the terms of this contract must be submitted in writing to the Superintendent within 10 school days of the occurrence of the incident that gave rise to the grievance or 10 school days of the first awareness of the incident. The Superintendent shall meet with the administrator, with or without the Association at the administrator's request, to discuss the grievance. The Superintendent shall render a decision within ten school days of the meeting. Grievances not resolved at this level may be presented to the School Committee if the subject matter falls within the jurisdiction of the Committee to address.

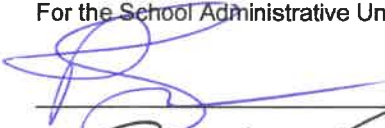
ARTICLE XIX – REOPEN CONTRACT CLAUSE

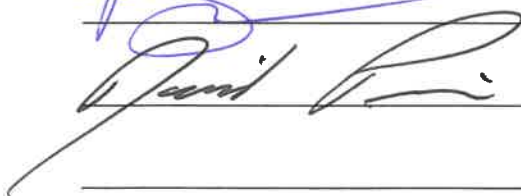
Should the lack of sufficient Town, state or federal revenues prevent the School Committee from adopting a level services budget to both implement this contract and maintain educational programs (including staffing, classroom materials, staff professional development, and similar expenses), the parties agree to reopen the contract. A collaborative approach to maintain educational programs for students and contract terms for administrators shall be the basis from which discussions shall begin.

This agreement will be in effect as of July 1, 2018, and shall remain in full force and effect up to and including June 30, 2021.

In witness whereof, each of the parties hereunto has caused this agreement to be executed by its proper officer, hereto duly authorized on this **twenty-sixth** day of **July 2018**.

For the School Administrative Unit:





11/13/18
11/9/18



Stoneham School Committee

10/29/18
Date