

**AGREEMENT BETWEEN THE
SCHOOL COMMITTEE
OF THE
TOWN OF STOUGHTON
AND THE
STOUGHTON TEACHERS ASSOCIATION
UNIT B**

July 1, 2020 – June 30, 2023

AGREEMENT

This **AGREEMENT** entered into this 28th day of May, Two Thousand and Twenty, between the School Committee of the Town of Stoughton, Massachusetts, hereinafter referred to as the "Committee," and the Stoughton Teachers Association Unit B hereinafter referred to as the " Association Unit B."

Agreement Unit B –Administrators

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ARTICLE I

Recognition

For the specific purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Association Unit B of the Stoughton Teachers Association as the exclusive representative of a unit consisting of all professional staff members employed under a twelve-month contract, but excluding:

- A.** Substitute teachers
- B.** Members of Unit A - Teachers including Guidance Counselors and the Assistants to the Administrator of Special Education
- C.** Members of Stoughton School Nurses Association
- D.** All other employees of the Stoughton Public Schools
- E.** Superintendent and Assistant Superintendent
- F.** Principals

ARTICLE II

Individual Rights

There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association Unit B or their respective agents against any Unit B member because of membership or non-membership in the Association. No one shall be required to become a member or remain a member of the Association Unit B as a condition of employment in the Stoughton Public School System. No reprisals of any kind will be taken against any member of the Association Unit B by reason of his/her membership or non-membership in the Association Unit B by either the School Committee or the Association Unit B.

ARTICLE III

Dues Deductions

Section I. The Committee agrees to deduct from the salaries of its employees' dues for the Stoughton Teachers Association, Massachusetts Teachers Association, or the National Education Association or any one of such associations as said members of the Association Unit B individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Treasurer of the Stoughton Teachers Association. Unit B member authorizations will be in writing in the form set forth:

Stoughton Public Schools
Payroll Deduction Authorization
Professional Association Dues

Name _____

Address _____

I hereby request and authorize the Stoughton School Committee and the Town Treasurer to deduct from my earnings and transmit to the Treasurer of the Stoughton Teachers Association an amount sufficient to provide for the professional dues of the associations checked below as certified by such associations. Deductions will be made on a semi-monthly basis beginning with the first two payrolls in November and semi-monthly thereafter on the first two payrolls of the month in the minimum amount of \$11 per deduction, with the final payment to include the balance due on the total dues. This would represent thirteen payments of \$11 each and one payment for the balance due on the total dues. The final payment will be deducted on the second payroll in May. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Stoughton School Committee, all of its officers, and the Town Treasurer from any liability therefor.

Teacher Organizations:

Stoughton Teachers Association	_____
Massachusetts Teachers Association	_____
National Education Association	_____
Other Associations	_____
Total Deduction	_____

Dated _____

Unit B Member's Signature _____

Section II. The Stoughton Teachers Association Treasurer will certify to the Superintendent of Schools in writing the current rate of the membership of each association.

Section III. No later than September 30 of each year, the Stoughton Teachers Association Treasurer will provide the Superintendent of Schools with a duplicated list of those members of the Association Unit B who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section I above.

Section IV. An individual member of the Association Unit B must give a sixty (60) day written notice to the Superintendent of Schools for the withdrawal of authorization for dues deductions. The Superintendent of Schools shall notify the Association in writing of any withdrawal of individual authorization for dues deductions.
(Chapter 175 Acts of 1962)

Section V. The Town Treasurer may require evidence that the Treasurer of the Association has given a bond to the Association in a form approved by the Commissioner of Corporation and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

ARTICLE IV

Negotiation Procedure

Section I. Not later than October 1 of the calendar year preceding the expiration of this Agreement, the Committee agrees to enter into negotiations with the Association Unit B over a successor agreement.

Section II. Upon written request by the Association Unit B for a specific school record or records, the contents of which the Association Unit B is entitled to see as a matter of public record as provided by law because of its function as collective bargaining representatives and/or the representative in the processing of a grievance for the unit described in Article I, the Committee will within two weeks make available to the Association Unit B any such record or records.

Section III. Any agreement reached with the Committee will be reduced to writing and will be signed by the Committee and the Association Unit B. The parties agree that reasonable efforts will be made to arrange for copies of the Agreement to be distributed by the effective date of the successor agreement or within a reasonable time after the signing of the successor agreement, whichever is later.

ARTICLE V

Grievance Procedure

Section I. A grievance is hereby defined to mean a dispute involving an alleged violation or inequitable application of any of the provisions of this Agreement.

Section II. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits to the aggrieved Association Unit B member and to the Chair of the Association Unit B Negotiation Committee shall permit the aggrieved party or parties to proceed to the next step.

Section III Failure at any step of the procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits herein may be extended by the mutual agreement in writing of the parties hereto.

Section IV. A grievance that affects a group or class of the Association Unit B members, or is of a general nature, may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three, providing the grievance has been approved by the Association Unit B members.

Section V. If any Association Unit B member covered by this Agreement shall present any grievance without representation by the Association Unit B, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association Unit B shall be permitted, if it so requests, to be heard at each level of the procedure under which the grievance shall be considered.

Section VI. No reprisals of any kind by the School Committee or the Association Unit B shall be taken by any party of this Agreement against any parties in interest, any witness, any member of the Personnel Committee of the Association or any other participant in the grievance procedure by reason of such participation.

Section VII. Except for Level One, all decisions shall be in writing setting forth the decision and reasons therefore.

Section VIII.

Level One

An informal settlement between the Association Unit B member and his Immediate superior will be attempted.

Level Two

- A.** A the Association Unit B member with a grievance, with or without a representative of the Association Unit B, shall present the grievance to the Superintendent in writing within ten (10) days of the occurrence of the event upon which the grievance is based.
- B.** The Superintendent, or his/her designee, shall represent the Committee at this level of the grievance procedure. Within ten (10) work days after receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved member of the Association Unit B in an effort to settle the grievance.

Level Three

In the event that the original written grievance shall not have been resolved at Level Three, or in the event that no decision has rendered within ten (10) work days after the Level Three meeting, the grievance shall be referred in writing to the Committee. Within ten (10) work days thereafter, the Committee shall meet with the Association Unit B and/or aggrieved Association Unit B member in an effort to settle the grievance. The Committee will render its decision on the grievance, in writing, within ten (10) work days after such meeting. Failure of the Committee to respond within ten (10) work days shall constitute a denial of the grievance.

Level Four

If the grievance is not satisfactorily resolved at Level Four, the Association Unit B may refer the unsettled grievance, in writing, within ten (10) work days of the disposition at Level Four to arbitration under the Rules of the American Arbitration Association.

No grievance shall be submitted to arbitration that:

1. Involves a matter which is outside the scope of this Agreement;
2. Involves a matter which could not as a matter of law be effectuated by the School Committee;
3. Involves a matter which was a proposal in negotiations, but not included in the express terms of this Agreement;
4. Involves a matter which has not been presented timely according to the limitations set forth herein.
5. Involves a matter subject to the appeal procedures set forth in Chapter 71.

Section IX. The decision shall be final and binding on both parties unless a court of law shall rule that the Arbitrator has usurped the function of the Superintendent or the Committee or the proper exercise of their judgment and discretion under law and this Agreement. The cost for the service of the Arbitrator shall be borne equally by the Committee and the Association Unit B.

Section X. All grievances must be in writing and signed by the grievant setting forth the nature and the facts giving rise to the grievance, the contract provisions alleged to have been violated and the remedy requested.

ARTICLE VI

Management Rights

Section I Except as expressly modified by this Agreement, nothing in this Agreement shall be construed or interpreted to in any way alter, modify, change, or limit the authority, jurisdiction and powers of the School Committee or the Superintendent as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the regulations and directives of the MA Department of Education, applicable By-Laws of the Town of Stoughton, and all laws and orders pertinent thereto. Except as expressly modified by this Agreement, the determination and administration of educational policy is exclusively vested in the School

Committee; and the operations of the schools and the direction of the staff is exclusively vested in the Superintendent of Schools.

Section II. Specifically included among the exclusive managerial prerogatives of the Superintendent are the following: the right to assign, transfer, evaluate periodically and to organize the supervisory staff and the employees.

Section III. The Superintendent retains the right to reorganize and/or to eliminate positions with a vote of approval from the School Committee. If the Superintendent does implement such a reorganization or elimination of positions, the School Committee or its designee agrees to make reasonable efforts to notify the Association Unit B no later than May 15th and to negotiate with the Association Unit B over any impact such reorganization and/or elimination of positions would have on Unit B members, provided, however, that the Association Unit B recognizes that the final decisions regarding any reorganization and/or elimination of positions shall rest with the Superintendent and School Committee.

Section IV. The failure by the Committee or the Superintendent to exercise any of its rights shall not be construed as a waiver of these rights.

ARTICLE VII

No Strikes or Work Stoppages

The Association Unit B on its own behalf and on behalf of each of the members of the Association Unit B that it represents, hereby agrees and covenants that it will not at any time, either while an agreement is in effect or until a successor agreement is reached, engage in, authorize, approve, participate or in any way encourage any strike work stoppage, slowdown, or the withholding of services, including reasonable extra-hour services, from the Superintendent, Stoughton School Committee and the Town of Stoughton.

It is further agreed that any member of the Association Unit B covered by this Agreement who violates this provision or any part thereof will be disciplined forthwith and the matter of penalty shall not be arbitrated.

ARTICLE VIII

Administrative Duties

Section I. Administration Unit B members covered by this Agreement shall comply with, observe and follow the Guide for Teacher Evaluation and the Duties and Responsibilities as promulgated by the Committee and the Superintendent and as may be amended from time to time, by the Superintendent and the School Committee, as well as any other regulations, orders or duties as may be established by the Superintendent during the term of this Agreement, and in accordance with the law.

Section II. The Superintendent and the members of the Association Unit B recognize the importance of teacher evaluations, which accurately reflect teacher performance. As part of the Association Unit B member's professional obligation to maintain his/her knowledge of education theory, administration and methods by participating in professional development activities, the Superintendent will try to provide, and Association Unit B members will be required to attend yearly seminars, workshops or courses emphasizing skills in teacher evaluation and supervision. The Superintendent will consult with the Chair(s) of the Unit B negotiating team as to the scheduling of such seminar, course or workshop. In the event that the seminar, course or workshop is to take place outside the regularly scheduled workday, then the time, date(s), and duration for such seminar, course or workshop shall be mutually agreed upon.

Section III. The Association Unit B shall receive a copy of all job descriptions, job performance and responsibilities on any position, which is new or changed during the term of this Agreement. If the Association alleges that the job has been incorrectly assessed, the Association Unit B may request a reassessment of the position.

ARTICLE IX

Hours of Work, Schedules and Vacation

Section I. The contract year for Association Unit B members shall be on a twelve (12) month basis, according to 186, 195 day or full year schedules.

Section II. Association Unit B members are professional employees. Accordingly, when school is in session, Association Unit B members shall, in general, begin their duties prior to the arrival of students and shall continue their duties until necessary and as directed by the immediate supervisor and in the best interests of the students. When school is not in session, Association Unit B members shall generally begin their duties at 8:00 a.m. and shall continue their duties as necessary and as directed by the immediate supervisor. Hours of work, as may be directed, from time to time, by a Unit B member's immediate supervisor, shall be reasonable under the circumstances.

Section III. School officially shall be open Monday through Friday. If a legal holiday, as described herein, falls on a weekend and is not celebrated on a Friday or Monday, Association Unit B members shall receive compensatory time to be taken when school is not in session.

Section IV. Modifications of any Association Unit B member's schedule may be granted by the Principal with the approval of the Superintendent.

Section V. Association Unit B personnel may make a request to the Superintendent to be absent from work when school is canceled for inclement weather. The decision on whether Unit B personnel shall report is the discretion of the Superintendent.

Section VI. Members of the Association Unit B shall not be required to be present at school on the following legal holidays:

- | | |
|--------------------------------|----------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day |
| 3. Presidents Day | 9. Veterans Day |
| 4. Patriots Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | |

Also, Christmas Eve day if Christmas falls on a Sunday, Tuesday, Wednesday, Thursday or Friday; the day after Christmas if Christmas falls on a Sunday, Monday, Tuesday, Wednesday or Thursday; and the Friday following Thanksgiving. On the day preceding Thanksgiving, members may be excused at 2:00 P.M.

Section VII. Association Unit B members shall be entitled to twenty-five (25) vacation days. Such vacation time shall be taken after the first full week following the close of school and before the first full week prior to Labor Day. However, ten (10) of these days may be taken during regularly scheduled school vacation periods at the sole discretion of the Superintendent of Schools and not subject to grievance. In addition, subject to the discretion of the Superintendent, a maximum of five (5) days of vacation may be scheduled as individual vacation days while school is in session. Vacations shall be scheduled in a manner that will provide for the continuity of administrative services and priority of vacation periods shall be based on seniority in the Stoughton Public Schools. Requests for all vacations shall be submitted to the Office of the Superintendent of Schools prior to each May 15 for the ensuing contract year effective July 1. Requests for changes in an approved vacation must be submitted at least two (2) weeks in advance of the requested change.

Section VIII. A maximum of ten (10) days of vacation may be carried over from one contract year to the next contract year, with the approval of the Superintendent, and such approval shall not be unreasonably denied. These 10 days must be used in the subsequent year. No fiscal year can start with more than thirty-five (35) total days. There is no further accrual of days beyond this.

Section IX. If a member of the Association Unit B leaves the employment of the Stoughton Public Schools, the member shall receive a pro-rated amount of vacation for the year in which he/she leaves.

ARTICLE X

Transfers, Vacancies and Promotions

Section I. Where practical and possible, known administrative vacancies such as determined by the Superintendent, should be adequately publicized. Qualifications, duties and compensations should be clearly stated in the published material.

Section II. The Superintendent agrees to give consideration to the professional background and qualifications when Association Unit B members from within the system apply for another administrative opening.

Section III. The decisions of the Superintendent shall be final and not subject to appeal or review or the grievance procedure as set forth in this Agreement.

ARTICLE XI

Consultation

Before an employee is assigned or transferred to a particular school, the principal in question will be consulted regarding said assignment or transfer.

ARTICLE XII

Evaluation

Section I. Association Unit B members will be given a copy of any evaluation report prepared by their supervisors and have the right to discuss the report with their supervisors.

Section II.

- A.** Association Unit B members have the right, upon request, to review the contents of their personnel files. Association Unit B members will be entitled to have a representative of the Association Unit B accompany him/her during such review.
- B.** No material derogatory to a unit member's conduct, services, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The failure or refusal of an Association Unit B member to sign the material shall not prevent its being placed in the personnel file within forty-eight (48) hours after being shown the document. The unit member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Section III.

- A.** No Association Unit B members with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for an arbitrary or capricious reason.

- B. All Association Unit B members with professional status shall maintain all rights as specified in General Laws, Chapter 71, Section 42-B.

ARTICLE XIII

Use of School Facilities

School facilities may be used upon prior approval of the Superintendent of Schools, provided, further, the Association Unit B pay all actual additional expenses occasioned by their use of said facilities.

Bulletin boards and mailboxes may be used upon prior approval of the Superintendent.

ARTICLE XIV

Professional Development

Employees covered by this Agreement shall bear the cost of any expenses incurred by them unless the expenses have received prior approval by the Superintendent.

The Superintendent of Schools or his/her designee may request a written report to be submitted on all matters for which the Committee pays all or a part of the expense incurred by the Association Unit B member.

Association Unit B administrator will receive up to \$1950.00 per year for the following expenses:

- Out of State Travel** The Superintendent will authorize payment of reasonable expenses in accordance with the established policies of the Stoughton Public Schools.
- Conferences** Association Unit B members may attend one (1) annual out-of-State conference once every three (3) years with the approval of The Superintendent of Schools.
- Organizations** Association Unit members shall be reimbursed for membership fees in a professional state or national organization.

Course Reimbursement

1. All conferences, courses and professional development must comply with State standards for re-certification as outlined in the booklet *Re-certification Guidelines for Massachusetts* published by the MA Department of Education.
2. All courses must be graduate level. Exceptions to this requirement must be approved in advance by the Superintendent.

3. Reimbursements will be made upon receipt of a college transcript indicating a grade of "B" or better or upon receipt of Professional Development Points (PDPs). Documentation, including the cost of the course, should be forwarded to the Office of the Superintendent. Association Unit B members must notify the Superintendent no later than June 15 (prior to the end of the fiscal year) of his/her intent for reimbursement under this provision

ARTICLE XV

Insurance Benefits

Section I. As long as the Town of Stoughton agrees to pay one-half the cost of a health insurance plan, other HMO programs as well as Blue Cross-Blue Shield, and one-half the cost of \$2,000 Life Insurance Policy and a \$2,000 Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

Section II. Association Unit B members are entitled to "Workmen's Compensation Insurance" in accordance with the provisions of Chapter 152 of the General Laws of Massachusetts.

Section III. Deductions for Tax Sheltered Annuities on a twelve-month basis, twenty-four bi-monthly payments, will be allowed under the following condition: participation in the program will be on a yearly basis after October 1 of each school year, with at least a one month notice of intention.

Section IV. The Stoughton School Committee agrees to include Association Unit B in all improvements to the Cafeteria Plan as negotiated with any other Unit.

ARTICLE XVI

Sick Leave

Section I. All regularly appointed Association Unit B members shall be entitled to sick leave with full pay computed as follows: Non-professional members of Association Unit B will receive 12 days per year; current non professional status members are grandfathered at 15 days per year. Any Professional Status members of Association Unit B will receive 15 sick days per year. Any professional Association Unit B member may accumulate full pay sick leave to a maximum of three hundred (300) days. Association Unit B members will be credited with the yearly allotment of sick leave at the beginning of each contract year. An Association Unit B member with the maximum accumulation and who does not utilize the entire yearly allotment will have his/her sick leave reduced to three hundred (300) days at the end of the

contract year. Cumulative plan of sick leave days shall begin with tenure of office, but shall be retroactive to effective date of appointment.

Section II. Absences for periods in excess of five (5) school days' duration will be paid only on submission of a doctor's certificate to the Office of the Superintendent of Schools.

Section III. An employee using accumulated sick leave must submit a written statement from a physician affirming that personal ill health makes absences necessary when such absence extends beyond ten (10) consecutive school days and every ten (10) consecutive school days thereafter.

Section IV. Extension beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent of Schools and the Committee.

Section V. Unit B members whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken except as follows:

An employee, or his/her estate, who has completed a minimum of five (5) years of full-time service in the Stoughton School System and retires into the state or county retirement system or dies from the Stoughton Public Schools shall receive the following:

Maximum sick days accumulated is 300.

- A.** Five (5) years but less than ten (10), \$30 per day times the days of accumulated sick leave, with a maximum of \$6,000.
- B.** Ten (10) years but less than fifteen (15) \$40 per day times the days of accumulated sick leave, with a maximum of \$9,600.
- C.** Fifteen (15) years but less than twenty (20), \$60 per day times the days of accumulated sick leave, with a maximum of \$18,000.
- D.** Twenty (20) years or more, \$70 per day times the days of accumulated sick leave, up to 300, with a maximum of \$21,000.

In computing accumulated sick leave, the June 30 period prior to retirement or death should be used as the cutoff date for such accumulated sick leave. Personnel who intend to participate in this program will notify the Superintendent of Schools by November 1 of the fiscal year prior to the fiscal year in which they intend to retire and each such notice shall be submitted in writing.

Any Association Unit B member who was a Unit A member of the Stoughton Public Schools shall bring all accrued sick leave to Association Unit B.

Section VI. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any member of Association Unit B rehired after a termination of service.

Section VII. The required notification of termination of employment is thirty (30) days.

Section VIII. All Association Unit B members are eligible to participate in the Sick Bank established by mutual agreement between the Stoughton Teachers Association, Unit A, and the Committee. Association Unit B members choosing to participate will have all of the privileges of membership accorded to the participating teachers of Unit A and will be restricted by all of the rules in effect for participating teachers of Unit A. The verbiage in the Agreement between the School Committee of the Town of Stoughton and the Stoughton Teachers Association - Unit A - Teachers, Article XX, Section VI, paragraphs A - I, are the guidelines to be followed.

Section XIX. Abuses of the sick leave provisions will be treated as individual disciplinary cases by the Superintendent and/or the Assistant Superintendent.

ARTICLE XVII

Leaves of Absence with Pay

Section I. Immediate Family – Immediate Household: Unit B members will receive up to five (5) school days off, with pay, in the event of death in the immediate family and/or any member of the immediate household other than those identified as "immediate family." The term "immediate family" means the Unit B member's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law and daughter-in-law.

Section II. Relatives: Unit B members will receive three (3) school days off, with pay, in event of the death of a Unit B member's grandparent, grandchild, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless said relative is a member of the "immediate household," in which event the Unit B member will be entitled to the five school days provided in Section I above of this section.

Section III. Absences under Sections I, II and III will not be deducted from the annual and/or cumulative sick leave.

Section IV. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a member of Unit B to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section V. Five (5) days of the annual sick leave allowance may be used for personal, legal, business, household or family matter that requires absence during school hours. Application for this personal leave must be made at least twenty-four (24) hours before the taking of such leave except in the case of an emergency. When personal leave is taken, a statement of the category under which the leave is being taken will be submitted within two (2) school days of taking such leave to the Office of the Superintendent. The benefits of this paragraph shall not be utilized to extend a holiday or a vacation period.

Section VI. Three (3) days of the annual sick leave allowance may be used for the observance of religious holidays.

Section VII. A member of Association Unit B may be granted leave of absence with pay for one (1) day to attend commencement exercises at which he/she will be awarded a degree or a professional diploma in education. A member of Association Unit B may be granted leave of absence with pay for one (1) day to attend graduation exercises at which a member of his/her immediate family will be awarded a degree or diploma which represents the completion of at least two years of post-high school study. Such absence will be deducted from the annual and/or cumulative sick leave. For the purpose of this regulation, immediate family is defined as father, mother husband, wife, son, or daughter.

Section VIII. Members of Association Unit B shall be entitled to leave equivalent to:

- A. Time necessary for appearances in any legal proceeding connected with the member's employment or with the school system or in any other legal proceeding where the presence of the member is required by subpoena to be a witness. Such leave shall be in addition to any sick leave to which the Association Unit B member is entitled.
- B. This provision shall not apply if a member of Unit B is a defendant in a criminal case and is found guilty of the charge against him/her. However, should the employee be indicted, the School Committee may exercise its option to suspend such employee without pay subject to the provisions of G. L. c.268A, section 25.
- C. This provision shall not apply where the Unit B member has brought a court action against the Stoughton Public Schools, against any employee, the Superintendent or member of the School Committee or against any other party in such a way as to make the Unit B member stand in an adverse position to the Stoughton Public Schools or any of its employees, the Superintendent or any School Committee member. However, in the event that the Unit B member ultimately obtains a verdict in his/her favor, then he/she will be reimbursed for such uncompensated days.

Section IX. A Unit B member may utilize (2) sick days for absences required by the bedside care of immediate family members who are defined as the parents, spouse or child(ren) of the Unit B member. In no case may the Sick Leave Bank be utilized for the bedside care of immediate family members. With the exceptions as specifically set fort in this Agreement, all other leave for an employee's own illness or the illness of a member of the employee's immediate family or for the birth of adoption of a child shall be in accordance with the Family and Medical Leave Act.

ARTICLE XVIII

Parental Leave

Section I. A woman member of Unit B in the Stoughton Public Schools who wishes to continue her employment in the system is required, to notify the Superintendent of Schools in writing, of intent to take leave due to disability resulting from pregnancy as soon as practicable and request, in writing, a specific maternity leave for either a twelve (12) week period or for the remainder of the current school year, except that after April 30 a leave may be approved for the remainder of the current school year and the entire next school year.

The Unit B member may return to her position or a similar position within the same school year, provided that if she took disability leave for such pregnancy that she is medically fit to return, supported by a doctor's certificate, within a period not exceeding twelve (12) weeks from the commencement of said leave.

Section II. In the event that a Unit B member wishes to return prior to the completion of the agreed upon leave (in accordance with Section I of this article), member must make application for reinstatement in writing. Such reinstatement shall be given, if there is an acceptable vacancy, upon the recommendations of the Superintendent and the approval of the School Committee.

Section III. A member of Unit B returning from a parental leave due to disability or the birth of a child will be placed on the salary scale on the step held prior to the leave and will be assigned to any school where a vacancy occurs.

Section IV.

A. A Unit B member who opts for a parental leave of twelve (12) weeks or longer leave, shall be entitled to sick pay as a result of the disability connected with childbearing. That Unit B member, who is physically unable to work because of a disability directly connected to childbearing, may, while school is in session, use accumulated personal sick leave to cover those days when member is disabled and unable to work. The Superintendent may require the Unit B member to submit adequate medical evidence of the period of disability.

- B.** Those members of Unit B who commence their leave after April 30 will take either
- (1) the eight-week leave; or
 - (2) a leave for the remainder of the year; or
 - (3) a leave for the remainder of the year and the entire next school year.

Unit B members who take option (3) must notify the Superintendent prior to January 1 of the full school year of which they are on leave as to whether or not they will return the next school year. Failure to give such notice will result in termination of employment.

ARTICLE XIX

Sabbatical Leave

- Section I.** Granting of sabbatical leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships, or grants; participation in a graduate program leading to a higher degree, certificate, or academic concentration, to a Unit B member with professional status in Unit B.
- Section II.** Sabbatical leave of absence for at least one (1) member of Unit B not exceeding one (1) year for approved study may be granted a member of the professional staff after seven (7) consecutive years of service in the schools of Stoughton upon recommendation by the Superintendent and approved by the School Committee.
- Section III.** Requests for sabbatical leave of absence shall be made before December 1 of the school year previous to the school year for which leave of absence is requested.
- Section IV.** A member of Unit B on sabbatical leave shall receive a salary equal to two-thirds the annual salary to which he or she would have been entitled had he or she remained in the school system that year. For members of Unit B, salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments.
- Section V.** Sabbatical leave shall be in accordance with the statutory requirements of Chapter 71, Section 41A, Leaves of Absence for Study or Research, (Enacted 1962, 277) which provides that prior to the granting of such leave, said teacher, principal, or supervisor shall enter into a written agreement with the Superintendent that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

ARTICLE XX

Military Leave

The Committee and Superintendent will comply with all State and Federal Laws with respect to military leaves of absence provided that a Unit B member who takes military training during the school year must produce a letter from his or her commanding officer which states that said training could not be taken during a time when school is not in session.

ARTICLE XXI

Career Exploration Leave

Section I. An employee with professional status as a Unit B administrator may apply for, a leave of absence without pay or increment for a period of one (1) year for the purpose of exploring an alternative career. No extensions of career exploration leave shall be granted to an employee if such an extension would prevent granting said leave to a new applicant. A leave will only be granted if a replacement can be found, who is approved by the appropriate Principal and Superintendent of Schools

Section II. An employee who desires such a leave of absence shall apply in writing to the Superintendent no later than January 31 of the school year preceding the school year in which the employee desires to take the leave of absence.

Section III. No more than two (2) employees in the bargaining unit, and no more than one (1) employee in any discipline category, may be on said leave during any one school year.

a. In the event the number of applicants in any category exceed the above limits, the Superintendent shall select from among said applicants first on the basis of the date of earliest application and then by seniority.

b. The Superintendent may grant leave to applicants in excess of the limits described under this section if it is deemed to be in the best interests of the school system.

Section IV. An employee on a career exploration leave must notify the Superintendent, in writing, no later than January 31 of the year in which the employee is on leave of his/her intention to return to work in the Stoughton Public Schools.

Section V. Any employee on a career exploration leave of absence who fails to notify the Superintendent, in writing, of his or her expected date of return or who fails to report to work on the first work day after the conclusion of the leave of absence, shall be deemed to have resigned.

ARTICLE XXII

Early Retirement Incentive

Section I. A Unit B member who is eligible for retirement under G.L. c. 32 and who desires to leave the Stoughton Public Schools prior to the age of sixty-two (62) may make an irrevocable application to be granted an early retirement incentive.

Section II. The early retirement incentive amount shall be 50% of the difference between Step 1 and the Step placement of the individual Unit member within the member's degree column.

Section III. A Unit B member who desires the early retirement incentive shall apply in writing to the Superintendent of Schools no later than November 1 for his/her termination to be effective July 1 of the next fiscal year.

Section IV. Any administrator who applies for the early retirement incentive and who received such an incentive shall be deemed to have resigned, effective July 1, following the date of application.

Section V. All current members will be grandfathered for this incentive. Effective July 1, 2001, all recipients of this incentive will have to be employed a minimum of ten (10) years in the Stoughton Public Schools to be eligible.

ARTICLE XXIII

Personal Injury Benefits

Whenever a member of Unit B is absent from school as a result of personal injury by an accident or an assault occurring in the course of his or her employment, payment will be made in accordance with the provisions of Section 69 of Chapter 152 of the General Laws of Massachusetts. This law provides, in part, that a person receiving compensation as a result of total incapacity may have the difference between such compensation and his/her regularly salary made up from overtime or vacation pay which may be due, or from any sick leave allowance to which he/she may be entitled. However, when a person has exhausted his or her overtime or vacation pay and/or sick leave allowance, such person is entitled only to the wages allowable under Workmen's Compensation.

ARTICLE XXIV

Protection

Section I. Members of Unit B will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent of Schools in writing.

Section II. This report will be forwarded to the Committee which will comply with any reasonable request from the member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member of Unit B, the police, and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.

Section III. If criminal or civil proceedings are brought against a member of Unit B alleging that he or she committed an assault in connection with his or her employment, the Committee may, if it is consistent with the laws of the Commonwealth, furnish legal counsel to defend him or her in such proceedings if the member requests such assistance. If the Committee does not provide such counsel and the member is exonerated, then the Committee will reimburse the member of Unit B for reasonable counsel fees incurred by him or her.

Section IV. If the member of Unit B fails to report immediately a case of abusive conduct and/or tort suffered by him or her in connection with his or her employment to the Superintendent of Schools in writing, such member waives all rights of protection under this section.

ARTICLE XXV

General Provisions

Section I. In recognition of the professional standing of members of Unit B and the fact that members' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Stoughton School System, and in recognition of the Association's knowledge of the ideas and opinions of members of Unit B, the Committee agrees that once every month it or its designated representative will upon request of the Association meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association. The Association agrees that prior to one week before the date scheduled for said consultation the Association will submit a written agenda of subjects about which it desires to consult at that meeting to the Superintendent of Schools, and that the consultation will normally be confined to subjects on that agenda. It is further agreed that the provisions of this section will in no way be construed as broadening or restricting the scope of other sections of this Agreement.

Section II. This Agreement between the Committee and the Association shall be reproduced and distributed to each person who is a member of the bargaining unit during the effective term of the contract. The cost of reproduction will be equally shared by the Committee and the Association.

Section III. If negotiating meetings are scheduled by the School Committee during the school day, the representatives of the Association, not to exceed five (5), will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in the meeting.

Section IV. The School Committee will amend its administrative regulations and/or policy statements which are not consistent with this Agreement and take such other action as may be necessary in order to give full force and effect to any provisions of this Agreement.

Section V. Unit B members will cooperate in completing and submitting to the Office of the Superintendent of Schools all surveys and/or informational forms required by the Office of the Superintendent of Schools for administrative and/or informational purposes.

Section VI. Prior to agreeing upon a proposal with any other school department bargaining Unit that substantially impacts upon the workload of Unit B, the Committee will Consult with Unit B. The foregoing shall not limit the Committee's obligation under G.L. c.150E.

ARTICLE XXVI

Separability and Renegotiation

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with Federal or State Law, then either party shall have the right to open discussions with the other party with a view to the elimination and/or modification of such provision. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect. If any provision which has been excluded from this contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then both parties shall meet and restore such provision to the extent permitted.

ARTICLE XXVII

Scope of Agreement

Section I. This Agreement incorporates the understanding of the parties on all issues which were or could have been the subject of negotiations. The Association acknowledges that during the negotiations which resulted in the Agreement, it had the right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all proper subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

Section II. The parties are agreed that the relations between them shall be governed by the terms of this Agreement. No changes or modifications of this agreement shall be binding on either the Association or the Committee unless reduced to writing and executed by the respective duly authorized representative.

ARTICLE XXVIII

Salaries

Section I. The salary of each member of Unit B shall be determined from Appendix B.
a. High School Assistant Principals, and the Dean of Discipline will receive an evening stipend of \$3,000 each, every fiscal year.

Section II. All Unit B members will participate in in-service programs, workshops seminars, and other similar programs as determined by the Superintendent. The number, length, dates, and scheduling of the aforementioned programs shall be determined by the Superintendent. However, no member of Unit B shall be required to participate in these programs beyond a total of fifteen (15) non-school hours per year. The term "non-school hours" shall mean hours beyond the normal workday as described in Article IX and shall not include the Thursday early release or other release periods authorized by the Committee or the Superintendent.

Section III. The Superintendent shall fix the initial salary rate of each Unit B member on entering employment, giving consideration to previous experience and special skills. The salary of members of Unit B who enter the system at other than at the beginning of the school year will be established for the following year at the discretion of the Superintendent.

Section IV. No Unit B member employed by the Superintendent shall be paid a salary less than that provided in Section I above; provided, however, that the member of Unit B has had at least three (3) years' teaching and/or administrative experience. Any candidate for an administrative position who does not have three (3) years teaching and/or administrative experience shall have his or her salary established by the Superintendent.

Section V. A Unit B member who resigns his/her position or whose position is eliminated in Unit B and who is offered a position in Unit A shall be placed on the Unit A salary schedule commensurate with his/her educational attainment and with his/her Unit A and B years of service in the district.

Section VI. In the event that a Unit B member takes on responsibility which is clearly outside his/her job description and which requires the Unit B member to expend considerable time and effort in excess of his/her normal working day and activities, then the Superintendent or his/her designee (s), will

meet with Unit B and the affected member to arrive at an appropriate stipend.

Section VII. Longevity

Unit B members shall be paid longevity payments annually for services in the Stoughton School Department as follows:

After fifteen (15) years in Unit B or twenty-five (25) years in the district	\$2,200
After twenty (20) years in Unit B or thirty (30) years in the district	\$2,900

ARTICLE XXIX

Reduction in Force

Section I. The Superintendent retains the right to determine the number of professional positions that are needed in the school system and also retains the right to determine the employees to be laid off and recalled.

Section II. In determining the order in which employees shall be laid off, the Superintendent shall consider only the following factors in laying off employees within a category of administrative position:

1. Total number of years of continuous service in the administrative category in the Stoughton Public Schools.
2. Evaluations received within the administrative category in the Stoughton Public Schools.
3. Experience within the administrative category within the Stoughton Public Schools.
4. Professional training.

Section III. When, save for seniority the foregoing factors are in the judgment of the Superintendent substantially equal, seniority shall govern within a category of administrative position. In the event all of the above factors are substantially equal in the judgment of the Superintendent, including seniority within administrative category, the total number of years of continuous service within the Stoughton Public Schools shall apply.

Section IV. For purposes of this article, categories of administrative positions shall include:

Positions

- Director of Athletics/Physical Education/Health
- Middle School Assistant Principals (2)
- Senior High School Assistant Principals (2)

PK-5 Humanities Curriculum Administrative Supervisor
PK-5 STEM Curriculum Administrative Supervisor
6-12 Humanities Curriculum Administrative Supervisor
6-12 STEM Curriculum Administrative Supervisor
Assistant Administrator of Special Education
Director of Nursing
Senior High School Dean of Discipline
Data and Extended School Year Program Director

Section V. Employees who are on layoff shall for twenty-four (24) months after the effective date of layoff be placed on a recall list and shall be given preference for any vacancy or new position that they are qualified to fill.

Section VI. Employees who have been laid off shall, during their recall period, be notified in writing by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, or any open Unit A or Unit B positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such comparable position shall terminate the employee's recall rights.

Section VII. Employees recalled after layoff shall carry over only that sick leave which was credited to them at the time of their last day of working prior to being laid off.

Section VIII. The Superintendent shall make every effort to notify any employee who is to be affected by a reduction in force by April 15, but in any event no later than June 1 of the school year preceding the school year in which the reduction is to be effected.

Section IX. A Unit B member who assumes an administrative position outside of Unit B shall retain all rights and benefits that he/she accrued as a member of Unit B.

ARTICLE XXX

Duration

Section I. This agreement shall become effective on July 1, 2020 and shall remain in effect until June 30, 2023.

Section II. Not later than October 1, 2022, the Committee agrees to enter into negotiations with the Stoughton School Administrators – Unit B for a successor Agreement.

This Agreement is subject to approval by the Stoughton School Committee and ratification by the Stoughton School Administrators – Unit B.

IN WITNESS THEREOF, the parties hereto have caused their names to be inscribed by their duly authorized officers and representatives.

Stoughton School Administrators – Unit B

Stoughton School Committee

Michael R. O'Neil

Sandra Croppi

Synda J. Feeny

[Signature]

Hallie Bunn

Molly Lohman

Michelle Soti

10/20/2020

Date

Date

APPENDIX B: SALARY SCHEDULES

UNIT B FY21-FY23 (7/1/2020-6/30/2023)

Full Time Salary Schedule for Unit B

7/1/2020-6/30/2021

	M	M/45	M60/CAGS	DOC.
1	89,799	91,145	92,513	93,901
2	92,044	93,424	94,826	96,249
3	94,344	95,760	97,197	98,654
4	96,703	98,154	99,626	101,121
5	99,121	100,608	102,117	103,648
6	101,598	103,123	104,669	107,082
7	104,138	105,700	107,286	108,895
8	106,742	108,342	109,969	111,617
9	109,410	111,051	112,718	114,408
10	112,146	113,828	115,536	117,269
11	114,949	116,674	118,425	120,200
12	117,823	119,590	121,385	123,205
13	120,180	121,982	123,813	125,670
14	122,583	124,422	126,289	128,183

195 Day Salary Schedule for Unit B

7/1/2020-6/30/2021

	M	M/45	M60/CAGS	DOC.
1	79,958	81,157	82,374	83,610
2	81,957	83,186	84,435	85,701
3	84,005	85,265	86,545	87,843
4	86,106	87,397	88,708	90,039
5	88,258	89,582	90,926	92,289
6	90,464	91,822	93,199	94,597
7	92,726	94,116	95,528	96,961
8	95,045	96,469	97,918	99,385
9	97,420	98,881	100,365	101,870
10	99,856	101,353	102,875	104,417
11	102,352	103,888	105,446	107,027
12	104,912	106,485	108,083	109,704
13	107,010	108,615	110,245	111,898
14	109,150	110,787	112,450	114,136

186 Day Salary Schedule for Unit B

7/1/2020-6/30/2021

	M	M/45	M60/CAGS	DOC.
1	76,268	77,412	78,573	79,752
2	78,174	79,347	80,538	81,746
3	80,128	81,330	82,550	83,788
4	82,132	83,364	84,615	85,883
5	84,185	85,447	86,729	88,030
6	86,289	87,583	88,897	90,231
7	88,446	89,773	91,119	92,486
8	90,657	92,016	93,398	94,798
9	92,924	94,317	95,733	97,168
10	95,248	96,675	98,127	99,598
11	97,628	99,093	100,476	102,087
12	100,070	101,570	103,095	104,640
13	102,071	103,802	105,157	106,733
14	104,112	105,674	107,260	108,867

7/1/2021-6/30/2022

1	90,248	91,601	92,976	94,371
2	92,504	93,891	95,300	96,730
3	94,816	96,239	97,683	99,147
4	97,187	98,645	100,124	101,627
5	99,617	101,111	102,628	104,166
6	102,106	103,639	105,192	107,617
7	104,659	106,229	107,822	109,439
8	107,276	108,884	110,519	112,175
9	109,957	111,606	113,282	114,980
10	112,707	114,397	116,114	117,855
11	115,524	117,257	119,017	120,801
12	118,412	120,188	121,992	123,821
13	120,781	122,592	124,432	126,298
14	123,196	125,044	126,920	128,824

7/1/2021-6/30/2022

1	80,358	81,563	82,786	84,028
2	82,367	83,602	84,857	86,130
3	84,425	85,691	86,978	88,282
4	86,537	87,834	89,152	90,489
5	88,699	90,030	91,381	92,750
6	90,916	92,281	93,665	95,070
7	93,190	94,587	96,006	97,446
8	95,520	96,951	98,408	99,882
9	97,907	99,375	100,867	102,379
10	100,355	101,860	103,389	104,939
11	102,864	104,407	105,973	107,562
12	105,437	107,017	108,623	110,253
13	107,545	109,158	110,796	112,457
14	109,696	111,341	113,012	114,707

7/1/2021-6/30/2022

1	76,649	77,799	78,966	80,151
2	78,565	79,744	80,941	82,155
3	80,529	81,737	82,963	84,207
4	82,543	83,781	85,038	86,312
5	84,606	85,874	87,163	88,470
6	86,720	88,021	89,341	90,682
7	88,888	90,222	91,575	92,948
8	91,110	92,476	93,865	95,272
9	93,389	94,789	96,212	97,654
10	95,724	97,158	98,618	100,096
11	98,116	99,588	100,978	102,597
12	100,570	102,078	103,610	105,163
13	102,581	104,120	105,683	107,267
14	104,633	106,202	107,796	109,411

7/1/2022-6/30/2023

1	90,699	92,059	93,440	94,842
2	92,967	94,361	95,777	97,214
3	95,290	96,720	98,171	99,643
4	97,672	99,138	100,625	102,135
5	100,115	101,617	103,141	104,687
6	102,617	104,157	105,718	108,165
7	105,182	106,760	108,362	109,987
8	107,812	109,428	111,071	112,736
9	110,507	112,164	113,848	115,555
10	113,270	114,969	116,694	118,445
11	116,101	117,844	119,612	121,405
12	119,004	120,789	122,602	124,440
13	121,385	123,205	125,054	126,930
14	123,812	125,669	127,555	129,468

7/1/2022-6/30/2023

1	80,760	81,971	83,200	84,448
2	82,779	84,020	85,281	86,560
3	84,847	86,120	87,413	88,724
4	86,969	88,273	89,597	90,942
5	89,143	90,480	91,838	93,214
6	91,371	92,743	94,133	95,545
7	93,656	95,060	96,486	97,933
8	95,998	97,436	98,900	100,381
9	98,397	99,872	101,371	102,891
10	100,857	102,369	103,906	105,464
11	103,378	104,929	106,503	108,100
12	105,964	107,553	109,167	110,804
13	108,083	109,704	111,350	113,020
14	110,244	111,898	113,577	115,280

7/1/2022-6/30/2023

1	77,033	78,188	79,361	80,552
2	78,958	80,142	81,345	82,566
3	80,931	82,145	83,378	84,628
4	82,955	84,200	85,463	86,744
5	85,029	86,304	87,598	88,913
6	87,154	88,461	89,788	91,136
7	89,333	90,673	92,032	93,413
8	91,566	92,938	94,334	95,748
9	93,856	95,263	96,693	98,142
10	96,203	97,644	99,111	100,596
11	98,607	100,086	101,483	103,110
12	101,073	102,588	104,129	105,689
13	103,094	104,641	106,211	107,803
14	105,156	106,733	108,335	109,958