

CONTRACT

Between the SOUTHAMPTON SCHOOL COMMITTEE
and the SOUTHAMPTON TEACHERS' ASSOCIATION

September 1, 2020 to August 31, 2023

IN WITNESS THEREOF, the parties hereunto set their hands this 24th day of September, 2020:

For the SCHOOL COMMITTEE:

For the TEACHERS' ASSOCIATION:

Chairperson

President

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ARTICLE I - RECOGNITION

- A. For the purposes of collective bargaining on questions of wages, hours, and conditions of employment, the Southampton School Committee recognizes the Southampton Teachers' Association as the exclusive representative of all the teachers and nurses of Southampton exclusive of administrative staff members. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers".
- B. A copy of the contract between the Southampton School Committee and the Southampton Teachers' Association relevant to the coming school year will be sent to each new teacher together with their individual contract for employment.

ARTICLE II - MANAGEMENT'S RIGHTS

- A. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. All of the right, powers, and authority held by the Committee are retained by the Committee, except as provided for in this Agreement and any supplement thereto, and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

The parties agree that the operation of the Southampton Public Schools and the supervision of the employees and of their work, are the rights of the Committee alone. Accordingly, reasonable rules to ensure orderly and effective work; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay off, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee.

The exercise by the Committee, of any of the foregoing rights, shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

- B. The Association understands that the Committee must comply with any law, rules, or regulations which control its fiscal budgeting process, and further acknowledges the right of the Committee to exercise its basic managerial right as to how it complies with such mandates. The Committee agrees to collectively bargain with the Association over the impact of such decisions on wages, hours, and conditions of employment.

ARTICLE III - NEGOTIATION PROCEDURE

- A. The Committee agrees to negotiate with the Association over a successor agreement concerning wages, hours, and other terms and conditions of employment.
- B. If the negotiation carried out by the parties reaches an impasse, the advisory procedures set forth in the General Laws will be employed. Submission to voluntary arbitration under Section 9 of Chapter 150E is neither expressly nor implicitly included in this provision.
- C. The parties acknowledge that during the negotiations that resulted in this agreement each had the unlimited right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of collective bargaining; that any such matters not covered herein have been voluntarily withdrawn as part of the consideration for making this agreement. Therefore, both parties unqualifiedly waive the right, and each agrees with the other that neither shall be obligated to bargain collectively with respect to any subject not covered by this agreement, except as may be otherwise provided for in any "reopening" clause contained herein, even though said subjects may

not have been within the knowledge of one or both of the parties at the time this agreement was negotiated and signed.

- D. Since this agreement represents the entire understanding of the parties on all subjects covered by it, it may not be added to, deleted from or amended by anyone except the parties hereto. Before the Committee implements a change in policy which affects wages, hours, and other terms of this agreement, the Committee will notify the Association in writing.
- E. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this agreement.
- F. The Committee agrees not to negotiate with any organization other than that designated as the exclusive bargaining agent for this unit pursuant to the general laws relating to collective bargaining.

ARTICLE IV - AMENDMENT

- A. This agreement may be amended at any time by mutual written agreement of the Committee and the Association.

ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION

- A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by the contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee.
- B. All references to the President of the Association under this article shall mean the President, or his or her designee.
- C. All time limits contained under this article shall consist of calendar days excluding Saturdays, Sundays, and legal holidays. Time limit requirements of this article, except as may be agreed to by both parties, shall terminate the grievance at that point. If a grievance reaches Level IV and if time limits are an issue, the Arbitrator shall first determine the facts relating to such time limits and will declare the absence of a grievance if the facts indicate any unauthorized time limit deviation.
- D. If at the end of the ten (10) days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level One of the procedure here set forth, the grievance shall be deemed to have been waived.
- E. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Southampton for any employee involved in presenting such grievance.
- G. LEVEL ONE:
 - a. A teacher with a grievance shall first discuss it with the Principal either directly or through the Association's School Representative, with the objective of resolving the matter informally.
- H. LEVEL TWO:

- a. If by the end of fifteen (15) days next following such presentation, the grievance shall not have been disposed to the employee's satisfaction, the employee may, within fifteen (15) days thereafter, file with the President of the Association a written statement of the grievance. Within fifteen (15) days thereafter, such statement shall be reviewed with the employee by the said President of the Association, and if, after such review, the employee shall so desire, the grievance shall thereafter be presented in writing by the employee and the said President of the Association to the Superintendent.

I. LEVEL THREE:

- a. If by the end of the twenty (20) days next following such presentation to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within fifteen (15) days thereafter, notify the said President of the Association in writing of the employee's desire to have the grievance presented to the School Committee; and within fifteen (15) days next, following receipt of such notice, the President and the Executive Board of the Association shall meet with the employee to decide whether or not the Association shall present the grievance to the School Committee. If the President and the Executive Board of the Association shall so vote, the grievance shall thereafter be presented in writing by the Association to the School Committee; and within fifteen (15) days thereafter, the School Committee shall meet with the President, the Board and the employee in an effort to settle the grievance.

J. LEVEL FOUR:

- a. If by the end of the twenty (20) days next following presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the President and the Executive Board of the Association, and if the grievance shall involve the interpretation or application of the any provisions of this Contract, the Association may move the grievance to arbitration by filing a written demand to arbitrate with the American Arbitration Association. This written demand to arbitrate must be filed with the American Arbitration Association within twenty (20) days of receipt by the Association of the School Committee Level Three response to the grievance or within forty (40) days of the presentation to the School Committee if the School Committee does not respond. All matters involving the arbitration of the grievance will be conducted under the rules of the American Arbitration Association.
- b. The Arbitrator so selected will confer with representatives of the School Committee and the Executive Board of the Association and hold hearings promptly and will issue his or her decision not later than twenty (20) days from the date of the hearings or, if oral hearings have been waived, this from the date of the final statements and proofs having been submitted to him or her. The Arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this contract. The decision of the Arbitrator will be submitted to the School Committee and to the Association, and will be final and binding.
- c. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provisions of this Agreement.

ARTICLE VI -SALARIES

- A. Teacher salaries are set forth in Appendix "A" which is attached hereto and made a part hereof. Teachers will be paid in twenty-six (26) installments payable every other Thursday, with the option of receiving the balance of their pay by July 1st, if requested in writing before May 15th. In the event of a non-school day, payment will be made on the preceding business day if school is in session. In the

event of a school vacation, payment will be mailed on the last business day preceding the scheduled payment day.

- B. The position of Head Teacher, (if applicable), shall be posted annually no later than May 1 and shall be open to all teachers. The salary schedule for Head Teacher is set forth in Appendix "B" which is attached hereto and made a part hereof.
- C. The position of Mentor, (if applicable), shall be posted annually no later than May 1 and shall be open to all qualified teachers. Mentors shall receive a stipend of \$500 for their first Mentee and \$250 for each additional Mentee.
- D. The position of Mentor Facilitator, (if applicable), shall be posted annually no later than May 1 and shall be open to all qualified teachers. The salary schedule for Mentor Facilitator is set forth in Appendix "B" which is attached hereto and made a part hereof.
- E. The position(s) of Tech Support Teacher (if applicable) shall be posted annually no later than May 1 and shall be open to all teachers. The stipend for Tech Support Teacher is set forth in Appendix "B", which is attached hereto and made a part hereof.
- F. The Committee agrees to deduct from the teacher's pay salaries, money for State and/or National dues and NEA and/or MTA services and programs as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the moneys promptly to the Treasurer of the Southampton Teachers Association. Dues deductions will be made in twelve (12) consecutive, equal installments starting with the first paycheck in October. Teachers must give at least sixty (60) days notice to the Association to withdraw this authorization for a subsequent school year.
- G. If a new, compensated position is established the School Committee will negotiate with the Association over the salary for the new position.
- H. When a teacher or related service provider is required to provide services off site, he/she will be reimbursed for travel expenses at the federal IRS prevailing reimbursement rate.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

- A. School Hours
 - 1. The school day for students will begin at 8:50 A.M. and end at 3:10 P.M.
 - 2. The workday for teachers will begin at 8:35 A.M. and end at 3:20 P.M., except for individual parental conferences, and special help sessions.
 - 3. Said starting and dismissal times are subject to modification by the Committee, providing that no such modification will increase or decrease the length of the teacher's workday.
 - 4. Teachers will be allowed to leave the school building during their lunch, prep and recess periods without permission so long as they have no regular duties or indoor recess duties. A "sign-out process" will be made available for those leaving the building. Teachers shall be back at school before the start of their next classes. Other than their lunch, prep and recess periods, teachers shall not leave the grounds at any time during the school day without the permission of the Principal. In the event the Principal is not available, permission to leave school grounds for emergency reasons may be granted at the discretion of the Assistant Principal.
- B. Work Year
 - 1. The work year of teachers shall include those regularly scheduled instructional school days, one orientation day and one staff development day at the beginning of the school year, one (1) open house, parent conference days and curriculum days. Teachers will be provided with one half day at the start of the school year to work in their classroom or to participate in on-site back to school work at their discretion. The school principal will plan the use of the other half of the day.

2. Part time employees will meet with the building principal prior to the start of each school year to determine professional development, evening meetings (including parent teacher conferences, staff meetings, and other obligations) based on the percentage of employment worked (full time equivalent). The employee will also be expected to attend certain non-negotiable sessions including district convocation, if scheduled, and required in-house professional development and training.
3. Total days teachers are required to be present will not exceed one hundred eighty-four (184) days, including one (1) day after the closing of school for the purpose of completing unfinished business.
4. Newly hired teachers shall be scheduled for three additional days (for training and to meet with the Principal) before the rest of the faculty returns. This provision may be waived at the Principal's discretion for teachers returning after a year's leave of absence or after a break in service.
5. The above shall not infringe upon other terms of this contract such as personal days, sick days, professional days, etc.
6. If school is cancelled on a scheduled half day for students and staff, or when Professional Development is scheduled, then the make-up day at the end of the year will be made up as a half day as well

C. After Hours Activity

1. Periodic staff meetings are necessary for reports and discussion of business and management matters. These meetings could also be used for opportunities for input from staff concerning ongoing projects such as curriculum updates, or to discuss other work in progress. Teachers may be required to remain after the end of the regular workday without additional compensation for these meetings. The frequency and length of these meetings will vary depending on topics to be discussed, and except for emergencies there should normally be no more than 20 meetings per year averaging about one hour in length.
2. Whenever possible, teachers will be notified of such meetings at least forty-eight (48) hours in advance.
3. Teachers may be required to attend evening meetings each year and will be required to schedule and participate in individual conferences with parents of pupils as needed.

D. Lunch and Recess

1. Paraprofessionals and/or monitors will be responsible for the supervision of the children in the cafeteria during the student lunch period. Each teacher will receive a 25-minute duty-free lunch period. Paraprofessionals and/or monitors will also assist with the noon recess period.
2. Teachers will be allowed to use recess time as preparation time except for duty days.

E. Teacher participation in extracurricular activities will be strictly voluntary.

F. Both parties hereto recognize the desirability of providing teacher Planning/Data Analysis (Preparation Time) where it does not detract from regular duties. Planning/Data Analysis times shall consist of non-duty recess and cafeteria times and when art, music, library and physical education specialists are responsible for the classes. Every teacher, including specialists but excluding nurses, will be scheduled for 180 minutes of Planning/Data Analysis time in not less than 40 minute periods during the student day for every 5 days of school except in rare or exceptional circumstances. With the understanding that the current 5th day will be available to use for common Planning/Data Analysis time. If the practice must drop it will be understood that the common Planning/Data Analysis time is where this would come from and not self-directed time.

G. Whenever Specialists have full responsibility for the class, teachers will not be required to give up any preparation or planning time to attend Special Education and/or 504 team meetings except under highly unusual circumstances.

H. Teachers required to cover classes will be paid at a \$20.00 hourly rate with a \$10.00 minimum when said coverage results in deprivation of scheduled preparation time as referenced in paragraph F above.

ARTICLE VIII - CLASS SIZE

- A. The parties agree that a workable class size is important to effective teaching. To the extent reasonably possible, the Committee agrees it will target an average class size of fewer than twenty-five (25) students for each grade and classroom while having no more than thirty (30) students in any one class. The above class sizes apply to single-teacher classrooms.
- B. Teachers will be allowed discretion to decline the services of non-paid aides or volunteers in a class under his or her charge. This provision shall not be construed so as to express or imply any obligation to provide aides or volunteers.
- C. The Committee agrees to submit budgets to the Town adequate in amount to fund the foregoing provisions. If available funding results in a reduction of the budget as submitted, the Committee will notify the Association to negotiate over the impact of such under-funding on this Article.

ARTICLE IX - SPECIAL ASSISTANCE FOR TEACHERS

- A. So long as specialists are part of the faculty, the Committee and the Association recognize the fact that classroom teachers may require the assistance of certain specialists in order to effectively carry out their duties.
- B. Classroom teachers will receive assistance at least once weekly whenever practicable from specialists and demonstrations and supervision from supervisors in art, music and physical education and library in order to ensure that their pupils receive qualified and competent instruction in such areas.

ARTICLE X - NON-TEACHING DUTIES

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her energies should, to the extent possible, be utilized to this end.
 - a. Teachers will not be required to drive pupils to activities which take place away from the school building.
 - b. Duty assignment shall be distributed to all classroom teachers, excluding nurses, in a fair and equitable manner not to exceed 60 minutes per week except in rare or exceptional circumstances. Teachers who are not assigned a homeroom may have additional a.m. or p.m. duties assigned in excess of 60 minutes but no more than 85 minutes per week. These additional minutes will be distributed in a fair and equitable manner and only used as needed in rare and unusual circumstances.

ARTICLE XI - TEACHER EMPLOYMENT

- A. Upon initial employment of a previously experienced teacher he/she will be placed upon the appropriate salary step, depending on his/her years of teaching experience and the professional judgment of the Superintendent but in no case to exceed the teacher's years of teaching experience.
- B. Previously accumulated unused leave days will be restored to all returning teachers who return within three (3) years of the time they left the Southampton School System provided that they have not taught full-time in the interim.
- C. All classroom teachers will be employed for the school work day and work year as specified by Article X. The discretion to share a position shall reside with the Principal as approved by the Superintendent.

ARTICLE XII - TEACHER ASSIGNMENT

- A. Whenever reasonably possible, teachers will be notified of their programs for the coming school year including the room to which they will be assigned, the grade level and/or subjects that they will teach, and any special or unusual classes that they will have, no later than June 1, or as soon as practicable.
- B. Reassignments
 - a. To the extent reasonably possible, changes in grade assignments and/or subject assignments will be voluntary.
 - b. Teachers will be notified by April 15th of any anticipated reassignment, with the understanding that their final placement could change due to budget actions.
 - c. When a reassignment is deemed necessary, a teacher's strengths, major or minor fields of study, consecutive length of service in the Southampton School System, grade level, and subject area will be considered.
 - d. A reassignment will be made only after a meeting between the teacher and the Principal, at which time the teacher will be notified of the reasons for the reassignment and be given a chance to discuss the reassignment with the Principal. At his or her option, the teacher may have a representative of the Association present at such a meeting.
 - e. In the event a reassigned teacher is dissatisfied with the above events, he or she may make an appeal to the Superintendent.
 - f. No teacher will be reassigned arbitrarily or capriciously.
- C. Should it be necessary for a teacher to change classrooms, the teacher will, to the extent possible, be notified by April 15th. Teachers will receive assistance with the move from custodial staff and will be given time during the school year for packing.

ARTICLE XIII- VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of electronic communication to all staff and by a notice placed on the school bulletin board as far in advance as possible. For any vacancies that occur during the months of July and August, notification will be sent out via email to "Norris-all" and to the Association President's personal email who will forward to association members. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously or without basis in fact when such vacancies occur in the future.
- B. In either situation, the qualifications for the position, its duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously or without basis in fact when such vacancies occur in the future.
- C. All qualified teachers will be given (10) days from the date of notification to the President of the Association or his or her designee to apply for such positions, and the Principal agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been engaged in teaching, grade level and other relevant factors. When all other factors are substantially equal, preference in filling such vacancies will be given to qualified teachers already employed by the Committee. Permanent appointments will be made as soon as possible.

- D. The Committee agrees to recall teachers on a seniority basis within their area of certification. Teachers certified for vacancies shall be re-hired in the inverse order of their release. If a recall offer is declined by a teacher within a two (2) year recall period, the individual will be granted restored benefits upon subsequent recall at the discretion of the School Committee. This obligation will cease for any teacher who has been laid off for more than two (2) consecutive years.

ARTICLE XIV - REDUCTION IN FORCE

- A. In the event where a reduction in the number of classroom teachers in the unit becomes necessary due to decreased student enrollment, and/or financial shortage, the procedure shall be as follows:
 - a. Thirty (30) calendar days before the reduction in the number of classroom teachers actually takes place, a notice shall be posted on the teachers' room bulletin boards or written notice provided by mail notifying the teachers of the impending action.
 - b. If no teachers voluntarily choose to resign, and a teacher with professional status must be released, the first teacher to be let go shall be the last hired in the school system regardless of grade on a seniority basis; all subsequent teachers to be released on the same basis.
 - c. Seniority shall mean the number of years, months and days of full-time, regular service, counted from the first actual day of work. In cases of similarity, the date and order of hired shall determine seniority. In the case of simultaneous employment, consideration may be given for non-professional employment at W.E. Norris School. If a teacher takes an unpaid leave of absence for more than ninety (90) days, his or her seniority will cease to accrue for the remainder of the leave period.
 - d. The Association agrees to prepare and submit annually and no later than January 30th, an updated teacher seniority list. The Committee agrees to verify the list against its records.

ARTICLE XV - PROFESSIONAL GROWTH AND EVALUATION

- A. The goal of the Professional Growth and Evaluation process will be to assist teachers in developing their professional skills.
 - a. All online trainings will be made available to staff before the school year starts with adequate time for completion
 - b. Staff will be provided with a copy of the "Staff Conduct Policy (GBEB)" and will acknowledge receipt yearly by initialing the "Receipt of Staff Policy" record kept in the school office.
- B. Teacher evaluations will be performed as mandated by and in accordance with Chapter 71 of the Education Reform Act of 1993, Section 38, Teacher Performance Evaluations as updated by 603 CMR 35.00 "Evaluation of Educators"
 - a. The Administration will share a copy of the Educator evaluation process with all teachers and new teachers to the staff will receive training for the process
- C. Nurses will be evaluated through an ongoing and interactive process of multi-step assessment and dialogue between the teacher and Principal, with input from the Nurse Leader/Health Coordinator, throughout the academic year.
- D. No teacher with Professional Teaching Status (PTS) will be dismissed, disciplined, reprimanded, reduced in rank or compensation without good or sufficient cause. If a teacher with PTS is given a disciplinary action involving either a suspension or dismissal from employment, the teacher may elect to either follow the grievance to arbitration or follow the procedure set forth in Ch. 71, Sec. 42 of the

Massachusetts General Laws. No teacher without PTS will be disciplined, reprimanded, or reduced in rank or compensation without good or sufficient cause. If a teacher without PTS is given a disciplinary action involving suspension or dismissal from employment, the teacher must follow the procedure set forth in Ch. 71, Sec. 42 of the Massachusetts General Laws.

- E. All evaluation and observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will, upon request, be given a copy of any evaluation report prepared by the Principal or Designee and will have the right to discuss such reports with the Principal. The Principal is required to confer with any teacher whose service has been rated unsatisfactorily in any respect, explain the ratings and plan cooperatively for improvement.
- F. Teachers will have the right, upon written request to the Superintendent, with at least twenty-four (24) hours advance notice, and after school hours, to review the contents of all of their personnel files. A teacher may have an Association representative accompany him/her during such review
- G. No material derogatory to a teacher's conduct, service, character or personality will be placed in his or her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his or 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 teacher will also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent and attached to the file copy
- H. Any credible complaints regarding a teacher relative to his or her professional conduct during school hours made to any member of the Administration by any parent, student or any other person will be promptly called to the attention of the teacher and his or her Principal

ARTICLE XVI - EDUCATOR FACILITIES

- A. The school will have available for all teachers a designated space in which they may securely store instructional materials and supplies, and a serviceable desk and chair.
- B. To the extent practicable within the existing building, the school will have the following available for teachers:
 - a. An appropriately furnished room for the exclusive use of the professional staff, as a faculty lounge.
 - b. An adequate portion of the parking lot will be reserved for teacher parking.

ARTICLE XVII - USE OF SCHOOL FACILITIES

- A. Subject to the consent of the Committee, acting through the Principal, the Association will be permitted to use school buildings without cost, at reasonable times, for meetings of its members. Sufficient notice in advance of the time and place of such meetings shall be given to the Principal.
- B. A section of the bulletin board in each school building will be provided for the purpose of displaying Association notices, circulars and other Association materials.

ARTICLE XVIII - SICKNESS AND PHYSICAL DISABILITY LEAVE

- A. Availability and Accumulation

- a. All teachers will be credited with five (5) days of sick leave the first day of work and will receive ten (10) more additional days on the basis of one (1) day credit for each month actually employed, but not on non-paid leave of absence, to reach a total of, but not to exceed, fifteen (15) days per year.
- b. Sick Leave days except as provided in Article XIX, paragraph C (1) and Article XXVI are essentially a form of insurance protection for the teacher and are a potential right to compensation that does not vest in the teacher until the teacher has a personal illness or injury, preventing the teacher from reporting for work and performing his or her duties.
- c. Sick leave days may be accumulated from year to year to a maximum of two hundred (200) days.
- d. The Administration has the right to request a doctor's certificate if a teacher has been absent for four (4) consecutive days or fifteen (15) accumulated days during a school year.
- e. Teachers will be informed of their accumulated number of sick days prior to November 1 each year.

B. Sick Leave Bank

- a. The Committee shall establish and maintain a Sick Leave Bank so as to enable the teachers covered by this contract to voluntarily contribute a portion of their sick leave for the use by any participating member whose sick leave accumulation is exhausted as a result of a prolonged illness or disability.
- b. Teachers may enroll in the program by donating two (2) days of their accumulated sick leave into the bank prior to September 15th. Newly employed teachers may enroll during the first ten days after initial employment begins if other than at the beginning of the school year.
- c. To make room for the participation of new teachers, the Sick Leave Bank's total of accumulated days will be reduced by two days when a new teacher wishes to enroll.
- d. Individual teachers will be allowed to donate up to four (4) days to the Sick Leave Bank. If, through the awarding of sick leave days, the collective accumulated days should drop to a total of twenty (20) or less, teachers will have the opportunity to contribute an additional two (2) days during that school year. Any teacher leaving the Southampton School System shall forfeit any benefit unless recalled and re-employed within three (3) years.
- e. At the end of each school year, the unused balance in the bank will accumulate from year to year.

C. The Sick Leave Bank Committee shall be composed of:

- a. One School Committee Member
- b. One Association Member
- c. The President of the Teachers' Association
- d. The Superintendent of Schools

D. Eligibility of Benefits

- a. Exhaustion of all accumulated sick and personal leave
- b. Individuals may use the bank only once during a school year.
- c. Incapacity for no less than fifteen (15) consecutive school days. This requirement is subject to amendment by the Sick Leave Bank Committee.

E. Benefits

- a. Benefits are limited to participating members who have fulfilled the requirements of eligibility and whose applications have been approved by a majority of the Sick Leave Bank Committee.

- b. Benefits are not available to individuals on leaves of absence for which compensation is not being made by the District.
- c. In no case shall the Sick Leave Bank Committee award more than twenty (20) days from the Bank without a review at the conclusion of each twenty (20) days of benefits for any one individual at any one time.
- d. The following table will be used as maximum allowable days. All requests will be weighed on an individual basis by the Sick Leave Bank Committee.

<u>Number of Years in Southampton</u>	<u>Allowable Days</u>
1st year	15 days
2nd year	18 days
3rd year	21 days
4th year	24 days
5th year	27 days
6th year	30 days
7th year	33 days
8th year	36 days
9th year	39 days
10th year and thereafter	42 days

The Sick Leave Bank Committee shall establish rules and procedures for the actual operation of the Bank subject to the approval of the School Committee and the Association. Decision of the Sick Leave Bank Committee will not be subject to the grievance procedure.

ARTICLE XIX - TEMPORARY LEAVES OF ABSENCE

A. Personal Days

- a. Teachers will be granted three (3) days of personal leave annually, with four (4) days annually for teachers with ten or more years of service to the Southampton School District. Personal leave shall not accumulate from year to year nor be deducted from sick leave, upon the following terms and conditions.
 - i. The personal day must be for conducting business which cannot be taken care of after school hours and may not be used to extend holidays or vacations without the Principal's prior approval
 - ii. The teacher must give the Principal five (5) school days written notice in advance of the desired days, except in cases of emergency, stating the reason
 - iii. The Principal's approval will be discretionary, but will not be withheld arbitrarily, capriciously or without basis in fact.
 - iv. Unused personal days will be converted to sick days at the end of each year.
 - v. Personal days shall be used to observe religious holidays.

B. Professional Leave

- a. Teachers are encouraged to request leave days for professional visits to other school systems or to attend conferences or workshops. Whenever possible, requests for professional leave shall be filed with the Principal at least five days in advance, using a standard form.
- b. Professional leave will be granted equitably among all teachers throughout the year.

C. Family Illness leave

- a. Teachers may utilize up to five (5) of their sick leave days per school year for absences necessitated by reason of serious illness of relatives residing within the teacher's immediate household.
- b. Any teacher absent due to an illness in the immediate family for a period greater than two (2) consecutive weeks must accept an extended leave of absence without pay for a minimum of one (1)

month, except in cases determined by the Committee to be extraordinary wherein the Committee shall exercise the option to permit an extension of absence beyond the original two (2) weeks. Under those terms a teacher will be reinstated to his/her original status at the termination of the extended leave, providing this absence does not exceed six (6) months. Notice of impending return after a leave of absence must be furnished to the Superintendent at least two (2) weeks in advance.

D. Maternity Leave

- a. Teacher maternity leave of up to fifteen (15) months will be granted upon request. A teacher will notify the Superintendent of Schools, in writing, at least twenty-two (22) days in advance of her intent to take such leave. Continued employment will depend upon physical condition of the teacher in question. Appropriate medical evidence of fitness will be required prior to return from such leave. The parties agree to abide by the statutory provisions of Chapter 149, Section 105D of the General Laws of Massachusetts and any applicable rules and regulations of the Massachusetts Commission against Discrimination.
- b. Maternity leave may be extended at the discretion of the Superintendent.
- c. If a teacher returns to school in the same year as the maternity leave, she shall return to the same teaching assignment. If the return to school is in a year subsequent to the maternity leave, the teacher shall return to the same position if possible, but it will not be guaranteed.
- d. Teachers are encouraged to return for the opening of the school year in September or directly following the December break in January. A teacher planning to return is requested to notify the Superintendent of her intent, in writing, by April 1 or November 1 of that calendar year. Failure to so notify the Superintendent by these dates will be considered as notice that the teacher does not wish to return for the next closer school opening, i.e. September or January.
- e. Under unusual circumstances, teachers may return to work following twenty-two (22) days after written notice to the Superintendent.
- f. In all cases, when an employee returns from a maternity leave, her status relative to accumulated and accumulative sick leave and benefits and her position on the current salary schedule will remain the same as it was prior to her maternity leave.
- g. Any teacher leaving after January 1 will be credited with a full year of teaching experience.
- h. Maternity leave will be non-paid except as prescribed by the General Laws of Massachusetts.
- i. Teachers on leave for one school year or less may maintain access to the school email system

E. Bereavement Leave

- a. Teachers will be allowed up to five days bereavement leave with full pay for each incident in the event of the death of a spouse, parent, grandparent, child, grandchild, sibling, in-law or step-relative
- b. Up to three days bereavement leave may be used for aunt, uncle, or cousin.
- c. The Principal may grant up to three bereavement days for other situations not listed above.

F. Other non-paid emergency leave may be granted by the Superintendent of Schools.

G. Association Delegate Leave

Time necessary for the two (2) Association delegates to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions will be granted by the Principal, provided that the accumulative amount of time taken by such delegates will not exceed two (2) days per school year.

H. Legal and Jury Duty

- a. Teachers will be granted up to three (3) legal days if they are subpoenaed to appear as a witness in court. These days will be granted at full pay with the District paying the difference between any witness fee and their normal per diem salary. These days shall be in addition to any personal or sick days.
- b. When a teacher serves on jury duty during school work-days, compensation will be continued without loss of vacation, sick leave, longevity or other similar fringe benefits. Such compensation will be based upon the regular salary amount minus the amount of court payment to the teacher for jury service.

I. Contract Employment

- a. Teachers may be employed by the District to work beyond the specified school year and/or school day and be compensated for such work as is consistent with summer program or tutoring payment scale accepted by the District.
 - 1. SUMMER SCHOOL STAFFING- In the event that summer school takes place at the Southampton School and requires teachers to be part of the staff, the following will be taken into consideration when staffing the program:
 - i. Openings will be posted in the school informing the staff of expected Summer School positions.
 - ii. When possible, priority will be given to teachers of the Norris school.
 - 2. In the event there are more applicants than openings, the following will be taken into consideration:
 - i. Prior satisfactory participation in the Summer School program
 - ii. Prior satisfactory experience with children in the program
 - iii. Length of service to the school, certification and experience
 - 3. Applicants will be notified of their acceptance or denial into the program in writing before June 15. Teachers will be compensated at the rate of \$40 per hour while working with students and \$35.00 per hour for planning and evaluating students.

- J. All requests for leave will be submitted in writing to the Superintendent after approval by the Principal. In the event of an emergency, an oral request may be made but a written request must be made after the teacher has returned from such leave.

ARTICLE XX - PROTECTION

- A. All cases of assault suffered by teachers in connection with their employment will be reported immediately, in writing, to the Principal and the Superintendent. The Administration will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal, or medical authorities.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. All personal effects damaged by assault or any natural causes such as flood or fire while on School property will be reimbursed by the School Committee only to the amount not covered by the teacher's personal insurance.

ARTICLE XXI - INSURANCE PLANS

- A. The Committee will provide the following types of insurance, with a portion paid for the teacher by the Town at the same rate as other Town of Southampton municipal employees:
 - a. A term life insurance plan of the type presently available to teachers.
 - b. Health insurance benefits shall be offered with the same plan options and carriers as those offered to other employees of the Town of Southampton.
- B. An employee on involuntary leave may continue to receive group insurance coverage made available to all staff members by the Committee at the discretion of the Town.
- C. Upon retirement, Group Medical Insurance and Life Insurance may continue if the retiree wishes to pay the Town fifty percent of the premium. Teachers who receive a disability retirement will be allowed to stay on the Town's plan, or the equivalent type of program if the Town is under the State's group medical plan for retired and disabled workers. (GLC 12S, 11B)

ARTICLE XXII - PROFESSIONAL BEHAVIOR

- A. The Committee and the Association recognize the abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Association shall work with the Committee in promoting attitudes and behavior most beneficial to the Southampton School System.

ARTICLE XXIII - PROFESSIONAL ADVANCEMENT

- A. Qualifications for Step Increments
 - a. In order to qualify for continued step increments on the Bachelor and Master Degree Scales, a teacher shall produce evidence of satisfactory completion of at least the following number of semester hours of study approved by the Superintendent of Schools, viz.:
 - b. For progression on the Bachelor's Scale:
 - i. From Level 3 to Level 4, three (3) hours
 - ii. From Level 5 to Level 6, six (6) additional hours
 - c. For progression on Master's Scale:
 - i. From Level 3 to Level 4, three (3) hours
 - ii. From Level 6 to Level 7, three (3) additional hours
- B. Any credit which a teacher intends to apply for placement on the B15 salary column must have been earned subsequent to the awarding of the BA degree and for the M15, M30 or M45 credit, subsequent to the earning of the MA degree. No excess credits earned in an undergraduate program or in excess of the Master's Degree while enrolled in the Master's Program will be eligible for such placement. Credits earned in any "district" program will be applied toward scale placement regardless of this provision
 - a. Course approval from accredited and non-accredited institutions shall be requested and secured in advance, in writing. Course requirements must be completed prior to the beginning of the contractual year in order to be considered for placement on the salary scale for such year.
 - b. In the event a teacher has submitted a certificate from an accredited institution of higher learning that such teacher is enrolled at said institution in a prescribed course leading to an advanced degree at such institution, the courses required for such degree shall receive automatic approval for credit under this article.
 - c. In the event that a teacher anticipates a column change (for example, from M15 to M30), he/she must submit such notice in writing no later than March 1 of the year prior to the anticipated column change.
 - d. Salary increments due to column changes must meet the notification requirement of this section and shall be effective the next full pay period following submission of all required documentation

to prove completion of earned credits leading to the column change. The increase will not be retroactive..

- C. In-district training (programs aimed at instructing the teaching staff relevant to improving the educational process within our local schools) will be offered by the Administration and appropriate credit value will be given by the local School Committee. Such programs may be initiated from within the staff subject to approval by the Superintendent. Criteria for acceptance will meet all DOE guidelines, include a qualified instructor and submission of a detailed description of the course, the product/outcome produced by the study, and relevancy to the educational program within our local schools.
- D. The Committee will pay the expenses (fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request of the Principal or Superintendent. Such days will be considered Professional Days and are not to be taken from other available leave days.

ARTICLE XXIV - GENERAL

- A. As sole collective bargaining agent, the Association shall continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, or marital status. The Association shall represent equally all persons without regard to membership participation in or activities in any employee organization.
- B. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of any employee organization.
- C. If any provisions of this contract or any application of the contract to an employee or group of employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. It is understood that all time limits referred to in this contract shall consist of work days unless otherwise specified

ARTICLE XXV - STRIKES AND SLOWDOWNS

- A. During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns or interference or interruption of the operation of the School Department by any employees or the Association.
- B. Nor shall there be any strike or interruption of work, during the term of this Agreement, because of any disputes or disagreements between any other persons (or other employers' unions or associations) who are not Signatory Parties to this Agreement.
- C. Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration, as provided for on page 4 of this Agreement.

ARTICLE XXVI - UNUSED SICK DAY REIMBURSEMENT

- A. A teacher who retires under the Massachusetts Teachers Retirement System and who has more than twenty (20) years of service with the Southampton Public Schools will be reimbursed for half of his or her unused sick leave, to a limit of 100 days, at the current substitute daily rate of pay.

ARTICLE XXVII – AGENCY FEE

- A. All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to MGL Chapter 150-E, Section 12. The Southampton Teachers Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.
- B. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this agency service fee agreement, including but not limited to any legal expenses incurred.
- C. In the event of conscientious or other objection to payment of the Agency fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by the Southampton Teachers Association for recent graduates from Hampshire Regional High School.

ARTICLE XXVIII - DURATION

- A. The clauses in this contract will be effective as of September 1, 2020, and will continue and remain in full force and effect until August 31, 2023.
- B. The parties agree that no later than October 15, 2022, they will enter into negotiations for a successor contract to become effective as of September 1, 2023.

**APPENDIX A
TEACHERS' SALARY SCHEDULE**

2020-21	BA	BA+15	MA	MA15	MA30	MA45	MA60/CAGS	DOC
Base	\$58,600	\$63,058	\$66,000	\$69,000	\$72,000	\$73,000	\$75,000	\$76,000
Step 1	\$59,772	\$64,319	\$67,320	\$70,380	\$73,440	\$74,460	\$76,500	\$77,520
Step 2	\$60,967	\$65,606	\$68,666	\$71,788	\$74,909	\$75,949	\$78,030	\$79,070
Step 3	\$62,187	\$66,918	\$70,040	\$73,223	\$76,407	\$77,468	\$79,591	\$80,652
Step 4	\$63,431	\$68,256	\$71,441	\$74,688	\$77,935	\$79,018	\$81,182	\$82,265
Step 5	\$64,699	\$69,621	\$72,869	\$76,182	\$79,494	\$80,598	\$82,806	\$83,910
Step 6	\$65,993	\$71,014	\$74,327	\$77,705	\$81,084	\$82,210	\$84,462	\$85,588
Step 7		\$72,434	\$75,813	\$79,259	\$82,705	\$83,854	\$86,151	\$87,300
Step 8			\$77,330	\$80,844	\$84,359	\$85,531	\$87,874	\$89,046

2021-22	BA	BA+15	MA	MA15	MA30	MA45	MA60/CAGS	DOC
Base	\$59,772	\$64,319	\$67,320	\$70,380	\$73,440	\$74,460	\$76,500	\$77,520
Step 1	\$60,967	\$65,606	\$68,666	\$71,788	\$74,909	\$75,949	\$78,030	\$79,070
Step 2	\$62,187	\$66,918	\$70,040	\$73,223	\$76,407	\$77,468	\$79,591	\$80,652
Step 3	\$63,431	\$68,256	\$71,441	\$74,688	\$77,935	\$79,018	\$81,182	\$82,265
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Step 5	\$65,993	\$71,014	\$74,327	\$77,705	\$81,084	\$82,210	\$84,462	\$85,588
Step 6	\$67,313	\$72,434	\$75,813	\$79,259	\$82,705	\$83,854	\$86,151	\$87,300
Step 7		\$73,882	\$77,330	\$80,844	\$84,359	\$85,531	\$87,874	\$89,046
Step 8			\$78,876	\$82,461	\$86,047	\$87,242	\$89,632	\$90,827

2022-23	BA	BA+15	MA	MA15	MA30	MA45	MA60/CAGS	DOC
Base	\$60,967	\$65,606	\$68,666	\$71,788	\$74,909	\$75,949	\$78,030	\$79,070
Step 1	\$62,187	\$66,918	\$70,040	\$73,223	\$76,407	\$77,468	\$79,591	\$80,652
Step 2	\$63,431	\$68,256	\$71,441	\$74,688	\$77,935	\$79,018	\$81,182	\$82,265
Step 3	\$64,699	\$69,621	\$72,869	\$76,182	\$79,494	\$80,598	\$82,806	\$83,910
Step 4	\$65,993	\$71,014	\$74,327	\$77,705	\$81,084	\$82,210	\$84,462	\$85,588
Step 5	\$67,313	\$72,434	\$75,813	\$79,259	\$82,705	\$83,854	\$86,151	\$87,300
Step 6	\$68,659	\$73,882	\$77,330	\$80,844	\$84,359	\$85,531	\$87,874	\$89,046
Step 7		\$75,360	\$78,876	\$82,461	\$86,047	\$87,242	\$89,632	\$90,827
Step 8			\$80,454	\$84,111	\$87,768	\$88,987	\$91,425	\$92,644