Agreement

between the

SOUTHBRIDGE SCHOOL COMMITTEE

and the

SOUTHBRIDGE EDUCATION ASSOCIATION (Unit A)

SOUTHBRIDGE PUBLIC SCHOOLS

Southbridge, Massachusetts

July 1, 2024 through June 30, 2027

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Pursuant to the provisions of Chapter 150E and Chapter 69 of the General Laws of Massachusetts, this Agreement is made by the SCHOOL COMMITTEE of the TOWN of SOUTHBRIDGE (hereinafter referred to as, the "Committee") and the SOUTHBRIDGE EDUCATION ASSOCIATION (hereinafter referred to as, the "Association").

Pursuant to G.L. c. 69, § 1K, the Receiver for the Southbridge Public Schools is vested with all the powers of the superintendent and the school committee. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

## ARTICLE 1
## PREAMBLE

Recognizing that the prime purpose of the Committee is to provide education of the highest possible quality for the students of the public schools of Southbridge, and that good morale within the teaching staff at Southbridge is essential to achievement of that purpose, the Committee and the Association, the undersigned parties to the Agreement, agree that:

The Receiver/Superintendent of Schools of Southbridge (hereinafter referred to as, the "Superintendent") has responsibility for carrying out the policies so established;

The teaching staff of the Southbridge Public Schools recognizes their responsibility to provide quality education to our students;

Fulfillment of those respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Receiver/Superintendent and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of the Agreement is found to be contrary to law by the Supreme Court of the United States or by any court with competent jurisdiction from whose judgment no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.

The parties agree that no provisions of this contract shall be deemed to be a limitation of any rights or powers otherwise provided to the parties by law.

## ARTICLE 2
## FAIR PRACTICES

There shall be no discrimination by either party against any teacher on the basis of race, creed, color, age, sex, disability, national origin, marital status, sexual orientation, military service,

gender identity or membership and/or lawful participation in the Association. This article shall not be subject to the grievance/arbitration provision of this agreement.

## ARTICLE 3
## UNIT RECOGNITION

The Committee agrees and hereby recognizes the Association as the exclusive representative of all the "professional employees" (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) to whom this Agreement applies for the purpose of bargaining with respect to wages, hours, standards of productivity and performance, class size, workload, and other conditions of employment. Such obligation shall not compel either party to agree to a proposal or make concession. The above recognition excludes all Superintendents, Directors, Supervisors, Principals, Assistant Principals, Academic Deans, Day-to-Day Substitute Teachers, and Permanent Substitute Teachers.

The Association shall be provided bulletin board space in the faculty room of each school for the posting of official notices and other official materials relating to Association activities.
The Association shall have the right to place business related material in the mailboxes of teachers, subject to prior notification to the Receiver/Superintendent. Placement will be made by the building representatives or their designee. In addition, the Association may use School Email subject to the SC acceptable use policy.

The Association shall notify the Committee of the identity of its president, agents, and officers within five (5) working days of any change of such positions upon election/appointment of said persons.

The District shall provide the Association not later than October 1 of each school year with a list of the names, home addresses, home telephone numbers and current assignment and primary work location of all bargaining unit members. The Association acknowledges that such information is confidential, will be used for Association purposes only and not disseminated outside of the Association.

## ARTICLE 4
## SCHOOL COMMITTEE RIGHTS AND AUTHORITY

Pursuant to G.L. c. 69, § 1K, the Receiver for the Southbridge Public Schools is vested with all the powers of the superintendent and the school committee. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

Nothing contained in the collective bargaining agreements shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, § 1K.

The Southbridge School District and Southbridge School District Administration have the following rights and authority: the management of the Southbridge school system and the direction and the control of the staff, including the right to plan, direct and control System Wide Operations; to determine the number and location of operations; to determining the means, methods, schedules of operations; to alter, rearrange, change, extend, curtail, or discontinue its operations particularly or completely; to determine the methods of educational delivery to be used and services to be rendered; to determine the size, scheduling and assignment of the staff; to establish standards and maintain quality of performance; to establish and require employees to observe the publicized rules and regulations and reasonable standards of conduct; to direct, supervise, and evaluate employees; to conduct mandatory professional improvement programs; to evaluate and determine the educational curriculum; to schedule and cancel classes and schools; to determine the level of student competency; to assign and transfer employees; to promote; to layoff or relieve employees due to lack of work, lack of funds, or for other lawful reasons; to determine class size; to institute technological change; to maintain order and discipline or discharge employees, shall be the right, solely and exclusively, of the Southbridge School District. The foregoing enumeration of management's rights are not intended to be all-inclusive, but indicate the type of matters or rights which belong to, and are inherent to, management, and shall not be deemed to exclude other rights of management not specifically set forth.

The Southbridge School District, therefore, reserves all rights, unless they are limited by the language of a provision of this Agreement. Any of the rights, powers, authority and functions of the Southbridge School District has prior to the negotiations of this agreement are retained by the School District, except as expressly abridged by a specific provision of this agreement.

The Southbridge School District not exercising rights, powers, authority and functions reserved it or its exercising them in any particular way, will not be deemed a waiver of said rights, powers, authority and functions of its rights to exercise them in some other way not in conflict with a specific provision of this Agreement.

The exercise of the rights contained in this Article will not be a matter subject to grievance or arbitration, except to the extent that such rights are expressly limited by a specific provision in this Agreement.

## ARTICLE 5
## HANDLING NEW ISSUES

Any changes which the Receiver deems necessary to maximize the rapid improvement of the academic performance of Southbridge students may be implemented after a 10-day period of consultation with the appropriate union. These changes may be implemented at the Receiver's discretion, consistent with G.L. c. 69, s. IK.

## ARTICLE 6
## DURATION

This Agreement shall be in effect from July 1, 2024, to and including June 30, 2027, except as provided below and shall thereafter automatically renew itself for successive terms of one (1) year, unless by November 1, prior to expiration of this Agreement, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate it. It is agreed that the Committee and the Association will meet at the request of either party. The time, date, and location of said meeting will be determined by mutual agreement.

## ARTICLE 7
## GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the union or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

**Section 1:** The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

**Section 2**: The grievance shall be submitted in writing to the building principal within 21 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

**Section 3:** An aggrieved employee shall first discuss the dispute with his/her principal either directly or accompanied by a union representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the employee within five (5) school days after receiving the complaint.

**Section 4**: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Receiver/Superintendent or his designee. The Receiver/Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily resolved (or if a decision has not been rendered by the Receiver/Superintendent or his designee), then, where applicable, the grievance may be

processed as indicated below.

**Section 5**: Dispute Resolution Processes
The following Articles which emanate from the District Turnaround Plan, shall **not** be subject to the arbitration provisions of this Agreement, but shall be subject to the mediation provisions provided in Section 7 of this Article.

- Preamble (Neither Arbitration nor Mediation)
- Handling New Issues (Neither Arbitration nor Mediation)
- School Committee Rights and Authority (Neither Arbitration nor Mediation)
- Grievance Procedure
- Teacher Programming
- School Calendar
- Staff Reduction
- Guidelines for Recall
- Transfers
- Vacancies, Promotions and Extra Pay Assignments
- Teacher Evaluation
- Professional Compensation
- Fair Practices
- Appendices

**Section 6:** Arbitration
If applicable, a grievance dispute which was not resolved at the level of the Receiver/Superintendent under the grievance procedure may be submitted by the union to arbitration. The proceeding may be initiated by filing with the Receiver/Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Receiver/Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Receiver/Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the union agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

**Section 7:** Mediation
A grievance alleging a violation of one of the articles identified as subject to mediation (See section 5) may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

A. Within 10 days of receipt of the decision at step 4, the union may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.

B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.

C. Mediation is an informal, off-the--record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:

   a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
   b. Admissions made by another party in the course of the mediation proceeding;
   c. Proposals made or views expressed by the mediator; or
   d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.

E. Mediation shall conclude in one of the following ways:

a. By the execution of a settlement agreement by the parties; or
b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

**Section 8: Miscellaneous Provisions**
All appeals within Section 1 through 5 of this article must be taken within five (5) days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Reference to days is defined as school days during the school year. During the period after the school year ends and next school years begins, it is defined as calendar days.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The union shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the union representative or by any other teacher of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other teacher organization other than the union.

When an employee does not wish to be represented in the grievance procedures by the union, the union will have the right to be present at all steps and to state its views.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the union may attend without loss of pay.

Both the Receiver/Superintendent and the union shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

## ARTICLE 8
## NOTICE OF ASSIGNMENTS

Annually, teachers will be notified as soon as possible, by letter from the Receiver/Superintendent or his/her designee, of the following:

A. Notification of building assignment for the next school year before the last day of school.

B. Notification of teaching assignment for the next school year before the last day of school.

C. Teacher's career ladder placement for the upcoming year, date of hire and years of service in Southbridge, on or before July 31st of the current school year.

By the third Monday of August, teachers will receive a further letter with their program for the coming school year. This letter may include:

A. Teaching schedule
B. Student class/bus lists*
C. Duty schedule (if applicable)

*Bus lists may not be available in August but will be provided when available.

Each teacher shall notify the Receiver/Superintendent as soon as possible of his/her intention to accept employment elsewhere. Teachers who have accepted a contract in another district and will not be returning to the Southbridge School District shall notify the Receiver/Superintendent before the close of school.

## ARTICLE 9
## TEACHER PROGRAMMING

**Professional Obligations**

Teachers and other professional staff shall devote whatever time is required to achieve and maintain high-quality education in the Southbridge Public Schools. For example, unless formally excused, teachers and other professional staff shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations, and other similar activities. Teachers will also be afforded regular preparatory time during their work week. Such preparatory time may include common planning periods and professional development. The district will endeavor to schedule meetings during school hours.

**School Schedules**

All teachers will work 7 hours and 30 minutes per day for 188 days each year, including 7 professional development days. The work year for newly hired teachers (in the first year of service in the Southbridge Public Schools) will be 195 days.

Each elementary and middle school's program of instruction for students shall be a minimum of 1,330 hours per school year unless otherwise directed by the Receiver/Superintendent.

A reasonable effort will be made to rotate teacher assignments for study halls, lunch rooms, lunch duties, etc. among the staff on an annual basis. All guidance personnel, nurses, and occupational and physical therapists shall be exempt from such assignments.

All teachers will have one (1) duty free period daily for preparation.

Release time for in-service workshops, curriculum revisions, and parental conferences may be made available at the discretion of the Receiver/Superintendent. Use of this time shall be determined by the Receiver/Superintendent.

Guidance Counselors and Special Education team chairs may work a total of up to ten (10) additional mutually agreed upon full days either at the beginning or the end of the regular teachers' work year, or a combination thereof, at the discretion of the building principal and/or the Receiver/Superintendent. Said personnel shall be compensated for such additional time beyond the school year at 1/188th of their yearly rate for each day worked.

The work day for school nurses will be one half hour before the start of the student day and end one half hour after the student day.

The Receiver/Superintendent has the right to vary the opening and closing times of the school day for teachers depending upon the educational and operational needs of the District on an annual basis. The Receiver/Superintendent may change work schedules to mirror the time that schools are in session and offices are open.

**Preparation Periods**

Length of teacher duty-free lunch shall be equivalent to the length of the pupil lunch at the school where the teacher works as scheduled by the building principal.

Except in unusual or emergency situations, a reasonable effort will be made to provide teachers with five (5) duty free preparation periods per week, and the district will endeavor to schedule each period as the same duration as the regular classroom period. But the parties understand that there may be deviations given the complexities of scheduling.

**Substitutes**

In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her preparation period, said teacher will be paid an additional stipend for each preparation period substituted at the rate of $30.00 / preparation period. If no volunteer is available, involuntary loss of preparation period(s) due to a mandatory assignment to serve as a substitute teacher will be compensated at the rate of $30.00/ preparation period. This rate is unique to this paragraph and has no effect on other compensatory rates in this agreement (e.g., stipends).

No teacher will be assigned coverage for an absent teacher with non-teaching duties.

There shall be two (2) parent-teacher conferences scheduled at the discretion of the Receiver/Superintendent at each of the District's schools or other appropriate locations, as determined by the Receiver/Superintendent. The district will endeavor to schedule such conferences for a three- hour time period although in some instances the time period may be either shorter or longer. These parent-conferences are in addition to the Parent Open House dates included in the annual district calendar.

In order to meet the curricular deficits which arise from time to time, the Receiver/ Superintendent may post, in accordance with Article 15 the availability of an extra class of instruction in lieu of a preparation period. Compensation for such instruction will be $8,000, pro-rated if less than a full year.

## ARTICLE 10
## SCHOOL CALENDAR

The Receiver/Superintendent will establish the school calendar each year which may include increased work days, instructional hours, and/or teacher hours. The district reserves the right to adjust school hours and days at its discretion. The Receiver/Superintendent may approve an alternate calendar at the request of a school principal, if the principal and Receiver/Superintendent determines that the alternate calendar is in the best interests of the students in the school. Alternative calendars may include providing year-round learning opportunities for students.

Prior to the school calendar being finalized it will be given to the Southbridge Education Association for comment and/or suggestions for modification.

Newly hired teachers may be required to participate in a teacher orientation/induction program as part of their professional obligation without additional compensation.

## ARTICLE 11
## SENIORITY

Seniority is defined as length of continuous service as a licensed teacher in Southbridge Public Schools.

Seniority shall accumulate during an authorized leave of absence if the teacher receives salary credit for the year.

If a group of teachers had identical length of service, seniority will be determined by the date and time of hire identified in the letter of employment issued by the office of the Receiver/Superintendent.

Seniority lists will be posted in the office of each school and given to the SEA president prior to November 1st of each year. The list will show the teachers' years of service. The Association will submit corrections and changes by December 1st. A corrected list will be given to the Association by January 15th.

Leaves of absence granted in accordance with the provisions of this Agreement shall not constitute an interruption in continuous service.

## ARTICLE 12
## STAFF REDUCTION

The Receiver/Superintendent has the right to lay off teachers and other staff because of reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Receiver/Superintendent will establish the selection criteria for layoffs of teachers and other staff. Such selection criteria may include, but are not limited to, qualifications, licensure, work history, multiple measures of student learning, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor. The Receiver/Superintendent may adopt any procedure(s) that he determines appropriate in the event of a reduction in force.

The Receiver/Superintendent may reorganize, consolidate, or abolish departments, positions, or functions of the School Department, in whole or in part; may establish such new departments, positions, and functions as he deems necessary; and may transfer the duties and functions of one department to another. In the event of a reorganization, consolidation, or creation of new positions, following consultation with applicable local unions, the Receiver/Superintendent may require affected employees to reapply for their positions in the district, with full discretion vested in the Receiver/Superintendent about any such reapplications.

The Receiver/Superintendent may formulate job descriptions, duties, and responsibilities for any and all positions in the district.

The Receiver/Superintendent may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Receiver/Superintendent may create administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Receiver/Superintendent may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

The Employer shall have the sole discretion in determining which position or positions are to be eliminated, reduced, or redefined.

## ARTICLE 13
## GUIDELINES FOR RECALL

Professional status teachers, who were rated at least proficient in their last three (3) summative evaluations, and who have been laid off will have recall rights for one year from the effective date of their respective layoffs.

## ARTICLE 14
## TRANSFERS

Although the District and Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.

**Involuntary Transfers**

The Receiver/Superintendent has the right to reassign educators and other staff, including those who have been displaced from their positions. After discussion with the affected educator or staff member, the educator or staff member may be assigned to any open position for which he or she is qualified. If the educator or staff member is not assigned to a mutually agreeable position, the Receiver/Superintendent will assign the educator or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching, or administrative tasks. If no mutually agreeable position is available, the Receiver/Superintendent may lay off the educator or other staff. The Receiver/Superintendent may adopt any procedure(s) that she deems appropriate in the assignment/reassignment of educators or other staff.

When a reduction in the number of teachers in the school system necessitates transfers, volunteers will be considered for transfer first.

An involuntary transfer will be made only after a meeting with the teacher involved and the appropriate administrator or principal, at which time the teacher will be notified of the reasons for the transfer. This meeting shall take place within two (2) weeks of said notification.

**Voluntary Transfers**

Any teacher who desires to change grade, school, and/or subject assignments shall file a written statement of such desire with the Receiver/Superintendent between September 1 and January 1 of the prior school year.

The Principal will consider the following factors regarding a teacher in his/her determination of voluntary transfer of teacher(s): the teaching experience in the transfer grade and/or subject area; the concentration of the teacher's degree in the transfer grade and/or subject area; the level of the teacher's degree; the prior evaluations of the teacher; the teacher's in-service development; recommendations from the teachers' current Department Head and Department Head of the subject area of the transfer; and if the Principal establishes an Interview Panel, the recommendation from the Interview Panel, with such Panel being composed of Department Heads, a faculty member and an administrator.

The final decision for selection of personnel for transfer rests with the receiving principal, in accordance with the Education Reform Act, 1993.

Notice of transfer will be given to teachers as soon as practicable.

All transfers will be governed exclusively by this section and not any past practice.

The reassignment and utilization of teachers within a school building, by the principal, will not be considered a transfer, and the current practice of the Principal meeting with the teacher to be reassigned will continue.

This section is subject to the provisions of Chapter 71, Section 59B of the Massachusetts General Laws.

## ARTICLE 15
## VACANCIES AND EXTRA PAY ASSIGNMENTS

**Vacancies**

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority. The Receiver/Superintendent may adopt any procedure(s) that she determines appropriate in filling vacancies.

Whenever any vacancy in a professional position occurs during the school year, if the School District intends to fill the position, it will be adequately publicized by the Receiver/Superintendent by means of an all staff e-mail or publication on the District Website. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth.

Southbridge Public School personnel will be given preference over persons not employed by the Southbridge Public School District, when all other qualifications in the exclusive judgment of the School District are equal.

**Extra Pay Assignments**

All extra-pay assignments will be posted each year. If a vacancy occurs in an extra-pay assignment between regular appointment times, and if the Receiver/Superintendent intends to fill it, the Receiver/Superintendent will post notices of the vacancy where position notices are usually posted. Each applicant will be notified in writing of the appointment decision. No extra-pay assignment will be filled less than 10 calendar days after posting, except in an emergency.

When more than one (1) person indicates an interest in an extra pay assignment and all other qualifications, in the judgment of the School District are equal, seniority in the Southbridge Public Schools will become the deciding factor, and the person with the greatest seniority will be given preference.

All stipendiary positions (athletic, co-curricular and academic) are for one year appointments and will be posted annually. It is understood that the Receiver/Superintendent is under no obligation to fill a stipendiary position.

## ARTICLE 16
## TEACHER EVALUATION

Educators and administrators shall be evaluated according to the Massachusetts Educator Evaluation Framework as adapted by the Receiver/Superintendent.

The Teacher Evaluation Instrument is hereby incorporated into this agreement by reference, solely for informational purposes. The new evaluation instrument and the forms for the entire process will be posted on the Southbridge School District website. The evaluation instrument shall be subject to revision as state law shall require from time to time.

Teachers with PTS may be dismissed following the provisions of GL c. 71, s. 42 (and where applicable GL c. 69, s. 1K). The dispute resolution provisions of this CBA shall not apply to dismissals. The dispute resolution provisions of this CBA may apply to discipline other than dismissals.

## ARTICLE 17
## ACCIDENT WHILE TEACHING

If a teacher is absent from school as a result of an accident occurring on school property or while in performance of a sanctioned school function, including physical assault caused while in the performance of his/her teaching duties, the teacher's salary will be maintained by the following: total pay will equal workers' compensation and/or other salary protection plans, and any difference will be made up by the use of whole or accrued whole or partial sick days.

## ARTICLE 18
## SICK LEAVE

Sick leave is to be used in instances when the teacher is unable to perform his/her usual duties because of illness or injury.

Teachers will be entitled to thirteen (13) sick leave days (which may be taken in half day increments) each school year. Nonprofessional status teachers will be credited at the rate of one and 1/3 (1.3) days per month of service. Professional status teachers will be credited with the full thirteen (13) days as of the first day of the school year. Sick leave days may be accumulated from year to year with a maximum limit of one hundred (100) days. Teachers who were employed by the District on July 1, 2021 and have served in the District for at least one year shall be "grandfathered" under the previous accumulation rate of 184 days.

Family leave: In cases of illness of a family member a teacher may use up to three (3) days of their accumulated sick leave. In cases of birth of a child or adoption a teacher may use up to fifteen (15) days of their accumulated sick leave. Appropriate documentation may be requested

after (3) three consecutive days or if a pattern exists. The Receiver/Superintendent may grant at his/her discretion, additional use of accumulated sick leave on a case-by-case basis.

After three (3) consecutive days of absences, or if patterns of absences exist, a healthcare provider note verifying that the absences were medically necessary may be required at the Committee's expense. The teacher shall agree to obtain an evaluation from a healthcare provider mutually acceptable to the Committee and the teacher, if requested to do so in writing by the Committee or its agent.

Upon expiration of accumulated sick leave, a teacher who is absent due to illness pay shall be deducted at a prorated daily rate.

## ARTICLE 19
## SICK BANK

Upon the approval of the Receiver/Superintendent and in the event that a member of the Association has exhausted his/her sick leave due to a critical or long term illness or accident of said member, the Association must notify the Receiver/Superintendent, in writing, of its intent to activate the following provision:

The Association will solicit sick day donations from members to cover the absent employee. No member is obligated to make a donation nor may the member donate more than 10 days per solicitation. The Association will then assemble and provide the administration with a 30-day list (if that many days were donated) of donors in the order in which they will be charged. (i.e. Day 1 teacher A, Day 2 teacher B, Day 3 teacher C) When the first round of donated days is exhausted and if more are needed, another request for donations will be made and another 30-day list provided. This process may be repeated but will be capped at 90 days per year unless both parties agree to continue. The Association will take full responsibility for soliciting the days and providing the 30-day list to the Receiver/Superintendent's office. The Administration will provide the Association with the total number of days charged at the end of the year.

Unless special circumstances exist, a request to activate this provision must be made in writing to the Receiver/Superintendent at least two weeks before the expected implementation. Subsequent 30 day extension should also be forwarded to the Receiver/Superintendent's office two weeks in advance.

In the event a sick bank request is denied by the Receiver, the employee making the request may appeal the decision within ten (10) days of the request. The Receiver or their designee will grant a meeting with the employee and their representative of choice. This meeting shall be scheduled within five (5) days of when the appeal was filed. The Receiver's decision shall be final.

## ARTICLE 20
## ADMINISTRATIVE LEAVE

It is understood that there may be situations in which an administrator may choose to put a staff member on paid or unpaid administrative leave. The administration shall endeavor to resolve issues or alleged infractions at the lowest possible level and to use administrative leave judiciously when, it determines in its sole discretion that such leave is in the best interest of the district. Except in extraordinary circumstances (e.g. where safety is an issue), the Receiver or his designee shall be responsible for approving administrative leave.

## ARTICLE 21
## LEAVES OF ABSENCE

The provisions listed below shall govern leaves of absence. Any request for leave of absence must be in writing to the Receiver/Superintendent and are subject to his/her sole approval unless otherwise specified:

**Military Service Leaves**
A teacher who is required as a member of the National Guard or as a reserve member of one of the United States armed forces to be absent from his/her position for the purpose of active annual training duty or encampment for a period of not more than seventeen (17) days in a calendar year shall be granted pay for those days which he is absent from his duties. In addition, such leave with pay will be granted in those instances where such teacher is involuntarily called to serve during declared emergencies by virtue of decree or order of the President of the United States and Governor of the Commonwealth.

The amount of pay will be the difference between the teacher's regular salary and the compensation received from the military during said period. Reconciliation of pays shall take place as soon as possible after completion of military leave and receipt of military pay.

During military leave, the teacher shall continue to accrue seniority and shall be placed on the appropriate step on the salary schedule as though the teacher had never been on leave.

**MTA/NEA Leaves**
A leave of absence, without pay, shall be granted to any teacher elected to the office of President of the Massachusetts Teachers Association or the National Education Association.

Said leave shall be in accordance with the term of office.

**Medical Leaves**
A leave of absence of up to one (1) calendar year (365 days) may be granted, without pay, for medical reasons to any teacher or to any teacher for illness in his/her immediate family.

**Parental Leaves**
Parental leaves of absence shall be given to a full time teacher who has been employed by the District for at least three (3) consecutive months as a teacher, and who shall give at least two (2) weeks' notice to the District of his/her anticipated date of departure and intention to return. Such employee shall be entitled to eight (8) weeks of leave.

The teacher who is physically unable to work because of disability connected to pregnancy, as certified by a physician, may use accumulated sick leave (to the extent covered by accumulated sick leave) to cover those days when she is disabled and unable to work.

The parties agree to comply with federal and state statutes governing parental leave (MGL, Chapter 149, Section 105D).

Adoptive parents are eligible for the benefits under this Article.

**Child Rearing Leaves**
Upon completion of a parental leave, a teacher may request a parenting or child-rearing leave which shall be granted without pay. The amount of leave granted will be as follows:

(a) If there are more than 90 days remaining in the school year the parenting leave will not exceed the remainder of that school year.

(b) If there are fewer than 90 days remaining, the teacher may take that year and an additional full school year.

(c) Anyone who requests childrearing leave beyond the time allowed by FMLA may only return at the start of a school year.

(d) The teacher on childrearing leave must send written notification to the Receiver/Superintendent by June 1st verifying their intent to return to work at the beginning of the next school year.

**Adoption Leaves**
In cases of adopted children, the parent of the adopted child shall be entitled to use his/her 15 days of accumulated family sick leave prior to a leave of absence without pay.
Said leave shall be in accordance with the rules and regulations of the Adopting Agency.
Said leave shall be in accordance with the provisions
above.

**Professional Improvement/Teacher Exchange Leaves**
Leaves of absence, without pay, may be granted by the Receiver/Superintendent, to any teacher for (a) professional improvement, and (b) teacher exchange program.

Said leave shall be for a period of one (1) school year.

**Jury Duty**
Any teacher required to serve on jury duty on a regular school day shall receive his/her regular compensation minus any jury duty pay. Any teacher required to serve on jury duty shall submit the juror service certificate to the Receiver/Superintendent for proof of attending jury duty.

**Continuation of Benefits after Leave**
Upon completion of his/her leave, the teacher will return to the same step of the career ladder salary schedule which he/she held prior to his/her leave of absence. However, upon completion of his/her leave, the teacher shall be placed on the next successive step on his/her career ladder salary schedule if the teacher had worked and/or been on paid leave more than fifty percent (50%) of the school year in which the leave was granted and if the teacher meets the performance criteria required of all teachers.

Leaves of absence granted in accordance with the provisions of this Agreement shall not constitute an interruption in continuous service. Seniority and other fringe benefits (e.g., sick leave, personal leave) shall not accumulate during an authorized unpaid leave of absence except as provided in Article 20.

Any benefits which a teacher was entitled to under this Agreement will be restored to the teacher upon return from a leave of absence.

The Association accepts the reality that the District cannot guarantee the return of any teacher to a specific building, grade level, or special assignment at the conclusion of a period of leave.

The School District shall grant Federal Family and Medical Leave (FMLA) in accordance with School District Policy. The reference to FMLA in this agreement is for informational purposes only. This article shall not be subject to the grievance and arbitration provisions of the CBA.

The School District shall grant Small Necessities Leave in accordance with School District Policy. The reference to SNLA in this agreement is for informational purposes only. This article shall not be subject to the grievance and arbitration provisions of the CBA.

## ARTICLE 22
## BEREAVEMENT LEAVE

Each teacher shall be granted up to six (6) consecutive calendar days, at full salary, for bereavement leave in each case of the death of the teacher's spouse, child, parent, step-parent, brother, or sister.

Up to three (3) consecutive calendar days paid bereavement leave shall be granted per fiscal year in the case of death of the teacher's mother-in-law, father-in-law, grandparent, grandchild, *or* other person living in teacher's household. One (1) calendar day per fiscal year bereavement leave shall be granted in case of death of a teacher's other relative, or in-law.

Any additional days listed above due to multiple deaths shall be deducted from the teacher's accumulated sick leave, if any. Any paid extension to these limits (as may be required by travel) shall be made only by the Receiver/Superintendent, and if granted, shall be taken from the teacher's accumulated sick leave, if any.

## ARTICLE 23
## PERSONAL DAY LEAVE

Each teacher shall be granted two (2) days of personal leave of absence for religious, personal, legal, or business matters which require absence during school hours. Any application for personal leave shall state the reason as: Religious, Personal, Legal or Medical. This leave is subject to the approval of the building principal. At the end of the school year, unused personal days will roll over into earned sick days.

Application for personal leave will be made in writing at least seven (7) calendar days before taking such leave (except in case of emergencies in which event the approval of the Principal may be given orally). A request for personal leave will be deemed approved if the Principal does not respond within two (2) school-days that the personal leave was approved or denied.

Personal leave cannot be taken before or after a holiday or vacation period, during the first ten (10) days of the school year or during the last ten (10) days of the school year. Personal leave cannot be taken during the last thirty (30) days of the school year, except for teachers who request and are approved for use of such time during this 30-day blackout period by the building principal as described below.

A teacher may appeal a Principal's denial of a request for personal leave during the 10-day and the 30-day blackout periods to the Receiver/Superintendent. The decision of the Receiver/Superintendent shall be final and not subject to the grievance or arbitration provisions of this Agreement.

During the last thirty (30) days of the school year, each building will have a quota system for the use of Personal Days. The limits are as follows:

- High School: two (2) total personal days to be granted per day
- Middle School: two (2) total personal days to be granted per day
- West Street: two (2) total personal days to be granted per day
- Charlton Street: two (2) total personal days to be granted per day
- Eastford Road: two (2) total personal day to be granted per day
- Alternative School: one (1) total personal day to be granted per day

Approval of personal days during the last 30 days of school will be on a first come basis.

Use of these days by Guidance Counselors, School Psychologists, Team Leaders and

Instructional Resource Specialists shall not be included in the quota system.

Appeals to the Receiver/Superintendent made after the quota is filled will be considered by the Receiver/Superintendent on a case by case basis. Denials of such requests shall not be subject to the grievance or arbitration provisions of this Agreement.

## ARTICLE 24
## ASSOCIATION LEAVE

It is the expectation that Association officials will conduct union business outside of school hours.

In the event the Association President needs to conduct business during school hours, he/she shall be allowed reasonable amount of time to conduct SEA business, subject to the approval of the Receiver/Superintendent and the operational needs of the district, when such business cannot be conducted outside of school hours.

Subject to the approval of the Receiver/Superintendent and operational needs of the district, a maximum of twelve (12) school days will be allowed for Association Representatives to attend meetings, conferences, and/or conventions of the Massachusetts Teachers' Association and/or National Education Association. The Association will notify the Receiver/Superintendent in writing which representatives are to attend. The Association will pay for the cost of substitutes for their representatives.

## ARTICLE 25
## HEALTH AND SAFETY and PHYSICAL WORKPLACE

The District shall endeavor to provide a safe and healthful physical workplace, maintaining facilities free of hazards that cause, or are likely to cause, illness or injury to teachers. This Article shall be limited to items over which the Receiver/Superintendent has authority to expend funds (maximum of $5,000 in the aggregate).

The Association and the District shall establish a joint committee for the purpose of discussing employee health and safety issues as they may arise. The committee shall endeavor to meet quarterly to discuss and consider health and safety issues.

## ARTICLE 26
## SUBSTANCE ABUSE

The District prohibits the use of illicit drugs and/or the abuse of ethical drugs (e.g., prescription medications, recreational marijuana, alcohol, etc.) where such abuse constitutes a hazard to oneself, fellow employees, students, and/or impairs one's productivity.

No teacher shall use, possess, or distribute alcohol or a controlled substance (including marijuana products), excluding prescription medications, while on school property or while performing professional activities.

## ARTICLE 27
## WORK STOPPAGE/STRIKE

During the duration of this Agreement, the Association shall not cause or sponsor, and no teacher shall cause or participate in any strike or work stoppage as defined in Chapter 150E, Section 9A (a) as follows: "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees."

## ARTICLE 28
## PAYROLL DEDUCTIONS

**Dues**
The District hereby accepts the provisions of Section 17C and 17G of Chapter 182 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Southbridge all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

**Annuities/Tax Deferred Instruments**
The District hereby accepts the provisions of United States Public Law 87-370 Internal Revenue Code 501 (c)(3) and, in accordance therewith, shall certify to the Treasurer of Southbridge all payroll deductions for payments to the "Tax Sheltered" Annuity plans and/or other allowable tax deferred instruments as offered by the Town of Southbridge. Participants are permitted to make changes to their 403 (b) provider and/or salary reduction agreement at any time during the school year with the understanding that any changes made will be implemented within 30 days of receipt of the signed agreement to allow time for processing. Changes to providers will be pursuant to the Southbridge Public Schools Provider List that is in effect at the time of the change request. It is further understood that the 457 deferred compensation plan will be in accordance with the plan as is provided by the Town of Southbridge.

**Banks**
The District agrees to make payroll deductions for payments into the financial institution selected by the teacher for deposit, provided advanced notice is given by the teacher to the Receiver/Superintendent and the Town Treasurer.

**Voice of Teachers for Education**
The School Committee will vote to accept the provisions of M.G.L. Chapter 182, Section 171. Employees may authorize the District to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing. The District will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be

transmitted to the Massachusetts Teachers Association within thirty (30) days.

**Healthcare**
Members of the bargaining unit shall be eligible to participate in the Town of Southbridge Group Health Insurance Plan subject to the Town's Group Insurance Plan rules and regulations.

## ARTICLE 29
## TUITION REIMBURSEMENT

The District and the Association will abide by the terms of the "License Renewal Guidelines for Massachusetts Educators," April 2017[1], Massachusetts Department of Elementary and Secondary Education.

Tuition reimbursement for graduate level courses at the current rate of state college tuition will be provided as follows:

Beginning July 1, 2010, tuition reimbursement, subject to the approval of the subject to Receiver/Superintendent, will be provided for one graduate course per teacher per year under the following circumstances:

A. Tuition reimbursement requires prior approval by the Receiver/Superintendent. Each course will be reimbursed up to $1,500 per course per year.

B. A cap of $30,000 will be set as the total amount of funding budgeted for graduate course reimbursements per year.

C. Reimbursement will be provided only for courses which lead to a teacher's recertification in his/her area of primary licensure or current teaching assignment or to a secondary licensure or endorsement in a shortage area.

For graduate courses, reimbursement will be provided after successful completion of said graduate course(s) at a letter grade of "B" or above. The teacher will submit an official transcript, either through email or on paper, to the Human Resources department for verification.

Tuition reimbursement will be provided for non-credit courses/workshops taken for the sole purpose of recertification in the teacher's primary area of licensure or current teaching assignment or to a secondary licensure or endorsement in a shortage area.

Courses/workshops must be offered through a state-approved PDP provider and must be taken for a minimum of 10 hours/PDPs. Reimbursement will be provided after the teacher emails a certificate of completion to the Human Resources department for verification.

[1] https://www.mass.gov/doc/recertificationrenewal-guidelines-0/download

Reimbursement will be provided solely for registration and tuition does not include studio/material fees.

## ARTICLE 30
## COMPENSATION

**Compensation: Salaries**
The vision of the Southbridge Public Schools compensation system is to attract, retain and reward high quality teachers in the District.

**Professional Compensation System**
SPS uses a performance-based compensation system which contains a career path and compensates employees based on individual effectiveness, professional growth, and student academic growth.

The teacher workday is 7 hours and 30 minutes per day for 188 days each year, including 7 professional development days. The work year for newly hired teachers (in the first year of service in the Southbridge Public Schools) will be up to 195 days. The student instructional day in grades PK-5 is 6 hours and 45 minutes. The student instructional day in grades 6-12 *is* 7 hours. The student instructional year is 181 days for all students.

**Career Ladder**
The Southbridge Public Schools compensation system includes a teacher career ladder with five tiers--Novice, Developing, Career, Advanced, and Master-that compensates teachers commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will attract new high-potential teachers and retain our best performers and leaders.

**Novice** teachers are typically first-year teachers entering teaching directly from college or who are new to the profession.

**Developing** teachers are early career educators, typically in their second or third year in the profession. There are two levels within the Developing tier.

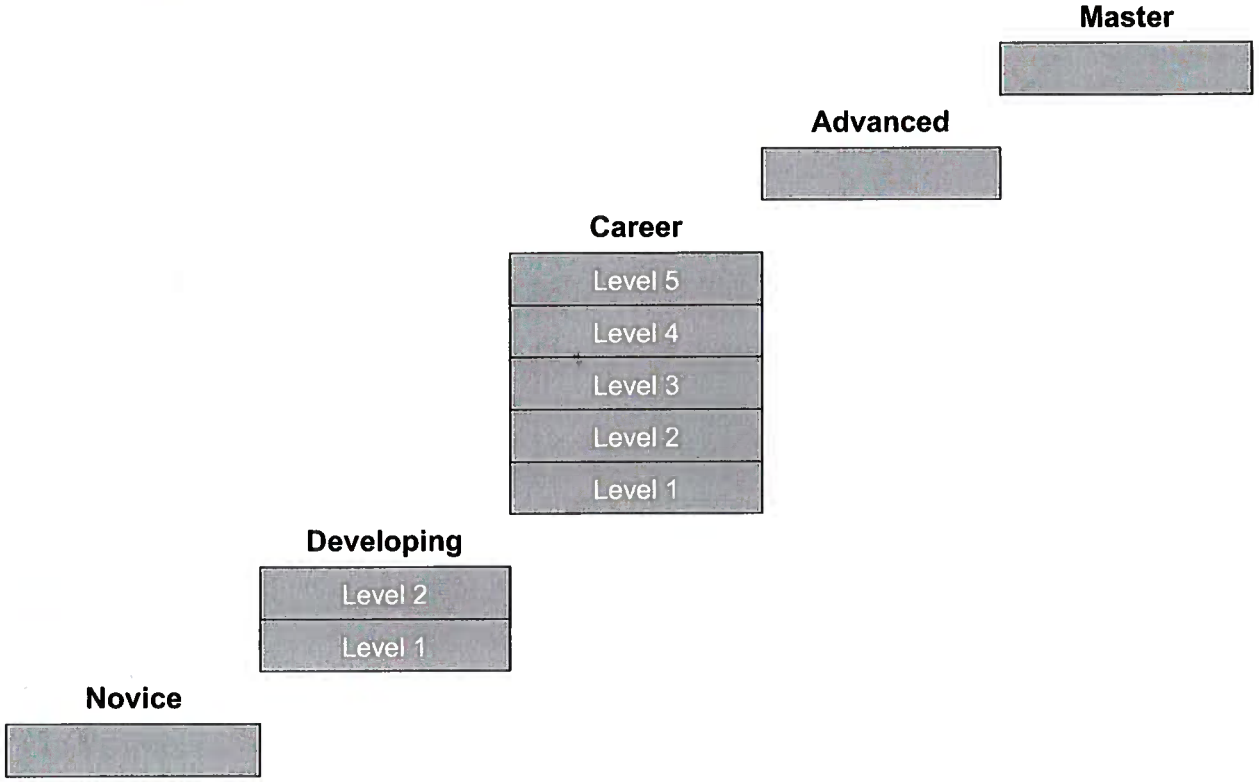
**Career** teachers have been recognized as strong educators. Career teachers serve as role models to less-experienced educators, and proactively drive their own professional growth.

**Advanced** teachers are outstanding educators who serve as school-wide models of excellence. Advanced teachers typically have at least five years of experience and possess deep expertise in their craft.

**Master** teachers are exceptional educators who serve as district-wide models of excellence. Master teachers have at least five years of experience, possess deep expertise in their craft, and are capable of elevating the practice of teachers who are still developing their craft. Master

teachers will assume additional roles and responsibilities to support the district's improvement.

**Career Ladder**




**Salary Increases**

*Effective July 1st, 2024

| | FY2025 | FY2026 | FY2027 |
|---|---|---|---|
| Career Legacy (maximum salary) | $95,193 | $98,193 | $101,193 |
| | (+$3,000 annual increases) | (+3,250 annual increases) | (+$3,500 annual increases) |
| Career V | $73,500 | $74,500 | $75,500 |
| Career IV | $70,500 | $71,500 | $72,500 |
| Career III | $67,500 | $68,500 | $69,500 |
| Career II | $64,500 | $65,500 | $66,500 |
| Career I | $61,500 | $62,500 | $63,500 |
| Developing II | $58,500 | $59,500 | $60,500 |
| Developing I | $54,500 | $55,500 | $56,500 |
| Novice | $51,500 | $52,500 | $53,500 |

**Advancement on the Career Ladder**

A Novice teacher shall advance to Developing I and a Developing I teacher shall advance to

Developing II annually provided that the teacher does not receive an end-of year evaluation rating of "unsatisfactory."

A Developing II teacher shall advance to Career I and all Career level teachers shall advance a level annually provided that an end-of-year evaluation rating of "proficient" or "exemplary" is received, with "proficient" or better ratings on all four standards. A teacher with an overall end-of-year rating of "proficient" who has achieved less than "proficient" ratings on one of the four standards may still advance to the next level with the recommendation of the building principal and the approval of the Receiver/Superintendent.

A teacher may advance on the salary scale more rapidly than described above with the recommendation of the school principal, subject to the approval of the Receiver/Superintendent. Any such advancement will be limited to two levels above what the compensation plan would otherwise provide, provided however that a teacher may not advance to Advanced or Master status without going through the review process that applies district wide.

A Novice, Developing, Career, and Advanced teachers shall not have his or her salary reduced based on the performance evaluation.

Based on past experience and performance, a newly-hired teacher may enter the Southbridge Public Schools above the Novice level based on a principal's recommendation and Receiver/Superintendent's approval.

A teacher who has been employed and who has been on the payroll for at least 90 school days of actual work, is eligible to advance to the next level on the Career Ladder provided that he or has received the requisite rating on the end of year of year evaluation. The Receiver/Superintendent has discretion to advance a teacher who has been employed for less than 90 days if she determines that it is in the best interest of the district.

**Longevity Payments**

Effective July 1, 2017, longevity payments will no longer exist, except that any teacher who would have received his or her first longevity award or who would have advanced to the next longevity tier, will receive that award. The award will be added to the base salary in order to recalculate the career level salary placement. An employee who has already earned longevity pay based on his or her length of service with the Southbridge Public Schools will be have the longevity amount rolled into his or her base salary. Any teacher receiving a longevity payment will receive a one-time payment of $500 (not added to the base) as part of his or her regular compensation payable in the first pay period of October 2017, provided that the teacher remains employed by the district.

**Evaluation Committee**

An Evaluation Committee consisting of two Southbridge Education Association members, two members from the Southbridge Public Schools and a mutually agreed upon third party will hear appeals from teachers who do not receive the requisite evaluation rating.

A teacher can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for career/salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Receiver or designee shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the teacher shall immediately advance.

**Advanced and Master Teachers**

The categories of Advanced and Master teachers will be established no later than July 1, 2018. The roles, expectations, and selection criteria for these teachers will be developed by the District in consultation with the Southbridge Education Association Executive Board, Receiver/Superintendent's Roundtable and principals across the district, but will be subject to the approval of the Receiver/Superintendent. The criteria will be established before December 31, 2017.

The annual base salary *for* an "Advanced" teacher will be $76,000. Advanced teachers must possess an initial or professional license.

The annual base salary for a "Master" teacher will be $85,000. Teachers selected for this position will receive a stipend based on their annual base salary in order to reach $85,000. These stipend compensation amounts shall be included in base pay, or otherwise considered as part of the teacher's annualized salary, for retirement purposes. Master teachers must possess an initial or professional license.

Teachers who are selected to serve in the Advanced or Master roles will receive the salary for the position or an increase of $5,000 above their individual salary, whichever is greater.

A teacher who has attained the status of Career II and above and received "proficient" or "exemplary" end-of-year ratings the previous year can apply to become an Advanced teacher through a cumulative career portfolio.

A teacher who has attained the status of Career III and above and received "exemplary" end-of-year ratings the previous year can apply to become a Master teacher through a cumulative career portfolio. The portfolio will include 1) student growth data over time; 2) endorsements from peers, parents, students, and administrators; 3) and evidence of effective instruction.

Eligible teachers shall be defined as teachers who: 1) have at least 5 years of experience, 2) have progressed to Career Level III or above, 3) possess an initial or professional license, 4) have earned an annual performance evaluation rating of "proficient" or "exemplary" in two consecutive years, and 5) any other criteria established by the Receiver/Superintendent.

In addition, Selection criteria for Advanced of Master level status will include participation in the district Leadership Development program. This program will be established in the spirit of developing a shared leadership and sustainability model. Additional criteria will include, but not

limited to a portfolio of exemplar work, video, and or attainment of micro-credentials in an area of mastery. These levels are for teachers who can model best practice, and/or have attained a level of expertise that will provide leadership for those still developing their craft.

Advanced teachers may work an additional 5 days per school year above the hours prescribed in the district's annual calendar. Master teachers may work an additional 10 days per school year above the hours prescribed in the district's annual calendar. Base compensation for Advanced and Master teachers reflect this additional time worked.

The positions of Advanced and Master teachers are annual appointments. A teacher who is not reappointed for a subsequent year will return to the salary level he or she would have achieved had he or she continued in his or her former position.

**Stipends for Leadership and Other Roles**

Commencing with the 2018-2019 school year, stipend roles and amounts for extra responsibilities--including extracurricular activities, summer programs, and leadership roles—shall be determined at the school level or, where appropriate, district level. School level roles and stipend levels shall be posted publicly and approved by the Receiver/Superintendent. District level roles may include the Technology Building Leads, Teacher Evaluation Committee member, Freshman Academy Leads, and the Acceleration Academy teacher. The Acceleration Academy recipients will receive a stipend of $2,200 and may be selected from within or outside the School District.

To the extent permitted by law, all payments and stipends for additional work or duties, including payments for expanded learning time, may be considered a part of the member's annual salary and shall be credited for retirement purposes. Annually, the parties will execute a Memorandum of Understanding memorializing the stipends, positions, duties and amounts for that particular school year. Such stipends, positions, duties, and amounts are hereby incorporated by reference into the collective bargaining agreement solely for retirement purposes. The Receiver/Superintendent retains all discretion to create, eliminate, or modify stipends, positions, duties, and amounts at any point, and all new stipends, modifications, or eliminations will be communicated in writing to the Association annually. The School Committee makes no warranties as to whether the Retirement Board will include these amounts for purposes of retirement computations.

**Other Compensation**

If the Receiver/Superintendent determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students the Receiver/Superintendent shall notify the Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding teachers for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining teachers in the employment of the Southbridge Public Schools. The Receiver/Superintendent retains final discretion over the implementation of any

additional compensation.

The District agrees to use IRS mileage guidelines for work related and prior approved travel.

**Severance Benefit**
A teacher who retires or dies and who has completed at least fifteen years of service in the Southbridge Public schools will receive payment at the rate of $30 per day of the teacher's individually accrued sick leave. In the event of death, such payment will be made to the teacher's estate.

In order to be eligible for this benefit, within thirty (30) days after retirement, the retiree must submit confirmation from the Massachusetts Teachers' Retirement Board that the teacher has actually retired.

Employees hired after execution of the Memorandum of Agreement for the 1994-1997 Collective Bargaining Agreement are not eligible for this Sick Day Buy-back.

**Method and Time of Payment**
Generally, salaries of all personnel in the Unit shall be paid in equal installments, commencing at a time consistent with state law.

Teachers shall have the option to receive salary payment over either 22 pay periods or 26 pay periods. Teachers shall designate their salary payment election no later than August 1.

The employer will require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

## ARTICLE 31
## STABILITY OF AGREEMENT

The Receiver/Superintendent may implement changes pursuant to the Turnaround Plan notwithstanding any existing district policy, "past practice," side letters, or extra-contractual agreements. To the extent that a collective bargaining agreement codifies and/or incorporates existing policies or practices, such provisions are suspended.

The failure of the District or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such terms or conditions, and the obligations of the District and the Association to such future performance will continue in full force and effect.

## ARTICLE 32
## TEACHER MENTORING PROGRAM

The District will establish a teacher mentoring program with designations by the Receiver/Superintendent in each school in the District. The mentoring program will be in accordance with guidelines established by the Southbridge Public Schools Mentoring Handbook. For the purposes of this Article, the middle/high school shall be treated as two separate schools in connection with the number of mentoring teachers.

Signed this 14 day of April, 2025

| SOUTHBRIDGE SCHOOL COMMITTEE | SOUTHBRIDGE EDUCATION ASSOCIATION |
|---|---|
| Jeffrey Villar, Receiver | Maria Murray, Co-President, SEA |
| Patrick Tutwiler, Interim Commissioner of Elementary and Secondary Education | Katherine Stoica, Co-President, SEA |

## Appendix A: Stipend Amounts

**The stipendiary academic positions for the 2024-2025 school year will be as follows:**

| Stipend Category | Position | School | 2024-2025 Stipend Amount |
|---|---|---|---|
| Acad/Adv./Mentor | Yearbook Manager | HS | $2,300.00 |
| Acad/Adv./Mentor | VHS Teacher | HS | $2,300.00 |
| Acad/Adv./Mentor | VHS Site Manager | HS | $1,150.00 |
| Acad/Adv./Mentor | Thespian Honor Society | HS | $287.50 |
| Acad/Adv./Mentor | Student Council | HS | $2,070.00 |
| Acad/Adv./Mentor | Freshman Class Advisor | HS | $575.00 |
| Acad/Adv./Mentor | Sophomore Class Advisor | HS | $862.50 |
| Acad/Adv./Mentor | Junior Class Advisor | HS | $1,150.00 |
| Acad/Adv./Mentor | Senior Class Advisor | HS | $1,437.50 |
| Acad/Adv./Mentor | PBIS Coach, all Tiers | All Schools | $1,500.00 |
| Acad/Adv./Mentor | NHS | HS | $1,150.00 |
| Acad/Adv./Mentor | NHS Teacher Council | HS | $287.50 |
| Acad/Adv./Mentor | Mentor | All Schools | $575.00 |
| Acad/Adv./Mentor | Marching Drill Team | HS | $1,437.50 |
| Acad/Adv./Mentor | Jazz Band Advisor | HS | $1,437.50 |
| Acad/Adv./Mentor | Graphics Coordinator | HS | $2,300.00 |
| Acad/Adv./Mentor | Graduation Coordinator | HS | $575.00 |
| Acad/Adv./Mentor | Dept. Chair – Content Areas (English, Math, Science, History, Word Language, UA) | HS | $1,725.00 |
| Acad/Adv./Mentor | Chair – Special Education (2 per building) | HS | $862.50 |
| Acad/Adv./Mentor | Band Drill Team Advisor | HS | $1,437.50 |
| Acad/Adv./Mentor | CSS Testing Technology Team Leader | CSS | $1,150.00 |
| Acad/Adv./Mentor | Instructional Team Lead | All Elementary Schools | $1,150.00 |
| Acad/Adv./Mentor | Dual Language Program Team Leader | WSS, ERS | $1,725.00 |
| Acad/Adv./Mentor | Yearbook Advisor | SA | $575.00 |
| Special Education | Safety Care Coordinator | District | $1,150.00 |
| Acad/Adv./Mentor | UA/Intervention Team Leader | MS | $1,725.00 |
| CLUB | Theater Club Leader | MS | $586.50 |
| CLUB | Technical Director | MS | $1,150.00 |
| Acad/Adv./Mentor | Student Leadership Coordinator STARR | MS | $1,150.00 |

| | | | |
|---|---|---|---|
| Acad/Adv./Mentor | Student Leadership Coordinator | MS | $1,150.00 |
| Acad/Adv./Mentor | NJHS | MS | $1,150.00 |
| CLUB | Music for Drama | MS | $575.00 per show |
| Acad/Adv./Mentor | Math Team Coordinator | MS | $1,725.00 |
| Acad/Adv./Mentor | Literacy Team Coach | MS | $1,725.00 |
| Acad/Adv./Mentor | ESL Team Leader | MS | $1,725.00 |
| CLUB | Drama Director | MS | $1,150.00 per show |
| Acad/Adv./Mentor | Attendance Team Coordinator | MS | $1,725.00 |
| Acad/Adv./Mentor | Advisor Program Coordinator | MS | $575.00 |
| Acad/Adv./Mentor | Grade Team Leader/Grade Level Team Leader | All Schools | $2,000.00 |

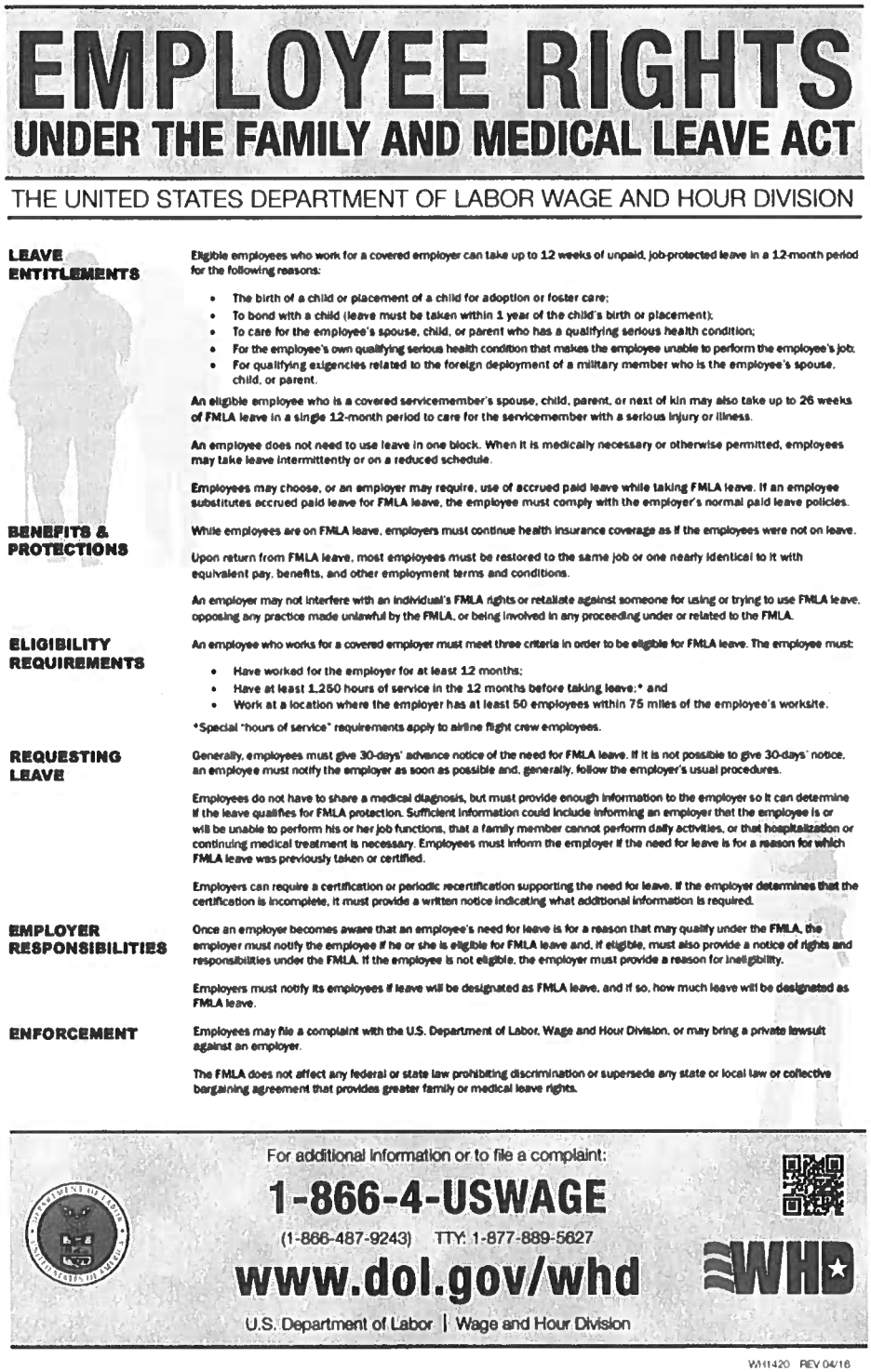
**The stipendiary athletic positions for the 2024-2025 school year will be as follows:**

| Sport | Season | Amount $ MIAA Cert | Amount $ MIAA Non-Cert |
|---|---|---|---|
| Head Varsity Football Coach | Fall | $7,000 | $6,500 |
| Assistant Football Coach | Fall | $3,500 | $3,000 |
| JV Football Head Coach | Fall | $3,000 | $2,500 |
| JV Cheerleading Coach | Fall | $1,500 | $1,000 |
| Varsity Cheerleading Coach | Fall | $2,400 | $1,900 |
| Girls Varsity Volleyball Head Coach | Fall | $3,800 | $3,300 |
| Boys Varsity Soccer Coach | Fall | $3,800 | $3,300 |
| JV Volleyball Coach | Fall | $2,700 | $2,200 |
| Head Girls Varsity Soccer Coach | Fall | $3,800 | $3,300 |
| Boys Cross Country | Fall | $2,700 | $2,200 |
| Girls Freshman Volleyball Coach | Fall | $2,700 | $2,200 |
| Varsity Cheerleading Coach | Winter | $2,400 | $1,900 |
| Girls Outdoor Track Coach | Spring | $3,600 | $3,100 |
| Boys Varsity Baseball Coach | Spring | $3,800 | $3,300 |
| Boys JV Basketball Coach | Winter | $3,400 | $2,900 |
| Boys Outdoor Track Coach | Spring | $3,600 | $3,100 |
| Athletic Director | ALL | $8,000 | $8,000 |
| Boys Varsity Basketball Coach | Winter | $5,900 | $5,400 |
| Girls Varsity Basketball Coach | Winter | $5,900 | $5,400 |
| Head Girls MS Basketball Coach | Winter | $2,000 | $1,500 |
| Indoor Track Coach Assistant | Winter | $2,000 | $1,500 |
| Girls JV Basketball Coach | Winter | $3,400 | $2,900 |
| Girls Freshman Basketball Coach | Winter | $2,400 | $1,900 |
| Girls Tennis Coach | Spring | $2,700 | $2,200 |
| Head Boys MS Basketball Coach | Winter | $2,000 | $1,500 |
| Outdoor Track Assistant | Spring | $2,000 | $1,500 |

| | | | |
|---|---|---|---|
| **Boys Tennis Coach** | **Spring** | **$2,700** | **$2,200** |
| **Middle School Baseball Coach** | **Spring** | **$2,000** | **$1,500** |
| **Indoor Track Coach** | **Winter** | **$3,600** | **$3,100** |
| **Boys JV Baseball Coach** | **Spring** | **$2,700** | **$2,200** |
| **Girls Varsity Softball Coach** | **Spring** | **$3,800** | **$3,300** |
| **JV Cheerleading Coach** | **Winter** | **$1,500** | **$1,000** |
| **Boys Freshman Basketball Coach** | **Winter** | **$2,900** | **$2,400** |
| **Girls Cross Country** | **Fall** | **$2,700** | **$2,200** |
| **Freshman Football Coach** | **Fall** | **$2,500** | **$2,000** |
| **Girls MS Soccer Coach** | **Fall** | **$1,900** | **$1,400** |
| **Boys MS Soccer Coach** | **Fall** | **$1,900** | **$1,400** |
| **Girls JV Softball Coach** | **Spring** | **$2,700** | **$2,200** |
| **Head Middle School Softball Coach** | **Spring** | **$2,000** | **$1,500** |

## Appendix B: FMLA Information

The parties agree that FMLA and the flyer attached below is presented for informational purposes only. The parties have not incorporated the provisions of FMLA into the CBA and any disputes regarding the Receiver's decisions involving FMLA shall not be subject to the grievance and arbitration provisions of this CBA.



# EMPLOYEE RIGHTS
## UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**LEAVE ENTITLEMENTS**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

**BENEFITS & PROTECTIONS**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**ELIGIBILITY REQUIREMENTS**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

**REQUESTING LEAVE**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

**EMPLOYER RESPONSIBILITIES**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

**ENFORCEMENT**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 04/16