

AGREEMENT
between the
SCHOOL COMMITTEE
of the
TOWN OF STOUGHTON
and the
STOUGHTON TEACHERS
ASSOCIATION
Unit A – Teachers

Effective Dates

September 1, 2020 to August 31, 2023

Stoughton is an
Equal Opportunity Employer

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
AGREEMENT Unit A – Teachers	4
PREAMBLE	4
I Recognition	4
II No Discrimination	5
III Professional Association Dues Deduction	5
Deduction Authorization	5
IV Negotiation Procedure	6
V Grievance Procedure	7
VI Rights of Committee	9
VII No Strike	9
VIII Teacher's Duties	10
IX Non-Teaching Duties	15
X Class Size	17
XI Teacher Assignment	17
XII Transfers, Vacancies, Promotions, Reductions in Force, Elementary Reassignment Procedure	17
XIII Teacher Evaluation	26
XIV Use of School Facilities	27
XV Teacher Facilities	27
XVI Positions in Summer School, Evening School, and Under Federal Programs	28
XVII Professional Development and Educational Improvement	28
XVIII Salaries	30
XIX Insurance Benefits	34
XX Sick Leave	35

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
XXI	Temporary Leaves of Absence With Pay	38
XXII	Parental Leaves of Absence	40
XXIII	Extended Leaves of Absence	42
XXIV	Personal Injury Benefits	44
XXV	Protection	44
XXVI	General Provisions	44
XXVII	Separability and Renegotiation	45
XVIII	Special Subject Teachers	46
XXIX	Directors	46
XXX	Guidance Counselors and Assistants to the Administrator of Special Education	47
XXXI	Textbooks	48
XXXII	Permanent Substitutes	48
XXXIII	Part-Time Employees	49
XXXIV	Early Retirement Incentive	52
XXXV	Nurses	54
XXXVI	Duration of Agreement	54
Appendix A	Unit A Salary	56
Appendix A	Actual Salary Schedules	57-58
Appendix B	Appendices B, C and D – increase schedule	58
Appendix B	Extracurricular Salary Schedule	58-61
Appendix C	Athletic Coach Salary Schedule	62-65
Appendix D	Performing Student Advisor Salary Schedule	66-67
Appendix E	Criminal Offender Record Information (CORI)	68
Appendix F	Educator Evaluation Contract Language	69-91
Attachment A	Educator Evaluation Evidence	92
Attachment B	SHS Bell Schedule	95

AGREEMENT

This Agreement is entered into this day of , 2020, by and between the School Committee of the Town of Stoughton, Massachusetts, hereinafter referred to as the "Committee," and the Stoughton Teachers Association Unit A, hereinafter referred to as the "Association."

PREAMBLE

It has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improve educational opportunities and general services for the students enrolled in the Stoughton Public Schools.

The parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will provide the teachers with a better opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with a goal of assisting in solving the growing problems inherent in the advancement of education.

The Committee and the Association agree that unit members shall devote the time necessary to ensure that they meet all their professional obligations such that students receive the highest quality of education.

ARTICLE I

Recognition

For the specific purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Association as the exclusive representative of all classroom teachers, teachers in Title I programs, specialists, counselors, coaches, directors, head teachers, school nurses, core evaluation team facilitator, permanent substitute teachers and all extra-curricular positions set forth in the Stoughton Public School System but excluding:

- A. Substitute Teachers.
- B. Members of Unit B – Professional employees on a twelve month contract.
- C. All other employees of the Stoughton Public School System.
- D. The Superintendent of Schools and the Assistant Superintendent.

ARTICLE II

No Discrimination

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

ARTICLE III

Professional Association Dues
Dues Deduction

Section I. Any or all language referencing "agency service fee" in this Article shall remain null and void so long as "agency service fee" remains unconstitutional. The Committee agrees to deduct from the salaries of its employees dues or Agency Service Fees for the Stoughton Teachers Association, Massachusetts Teachers Association, National Education Association, Norfolk County Teachers Association or any one of such associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the Treasurer of the Stoughton Teachers Association. Teacher authorizations will be in writing in the form set below.

Stoughton Public Schools
Payroll Deduction Authorization
Professional Association Dues
or
Agency Service Fee

Name

Address

I hereby request and authorize the Stoughton School Committee and the Town Treasurer to deduct from my earnings and transmit to the Treasurer of the Stoughton Teachers Association an amount sufficient to provide for the professional dues of the associations checked below as certified by such associations.

Deductions will be made on a biweekly basis beginning with the second payroll in November and biweekly thereafter. The final payment will be deducted on the second payroll in May.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Stoughton School Committee, all of its officers, and the Town Treasurer from any liability therefore.

Teacher Organizations:

United Education Profession: \$
Stoughton Teachers Assoc.
Mass. Teachers Assoc.
National Education Assoc.
Norfolk County Teachers Association

Agency Fee – Non–member \$

TOTAL DEDUCTION \$

Dated _____ Teachers' Signature _____

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

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

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

Section V. The Town Treasurer may require proof that the association treasurer has given a bond to said Association for the faithful performance of his duties, in a form approved by the Commission of Corporations and Taxation, in accordance with the law.

Section VI. The Committee agrees to deduct from the salaries of all the non–members an Agency Service Fee equivalent to eighty– five percent (85%) of the active membership dues. The Committee shall not be responsible and the Association agrees to hold the Town harmless for any actions it takes against any employee as a result of the adoption of Chapter 150E, Section 12.

ARTICLE IV

Negotiation Procedure

Section I. Upon the receipt of a written request on or before October 1, 2019, the Committee agrees to enter into negotiations with the Association for a successor Agreement.

Section II. Upon written request by the Association for a specific school record or records, the contents of which the Association is entitled to see as a matter of public record as provided by law because of its function as collective bargaining representative and/or the representative

in the processing of a grievance for the unit described in Article I, the Committee will, within a reasonable period of time, make available to the Association any such record or records.

Section III. During the negotiation process, either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

Section IV. Any agreement reached with the Committee will be reduced to writing and will be signed by the Committee and the Association.

Section V. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE V

Grievance Procedure

Section I. – Definition

- A. A grievance is hereby defined to mean a dispute involving an alleged violation of the terms of the provisions of this Agreement.

Section II. – Procedure

- A. When a grievance arises, the grievance must be filed in writing within twenty (20) calendar days from the day of the event upon which the grievance is based or from the date when the teacher had or should have had knowledge of the event.
- B. Level One – The level one meeting shall be scheduled within ten (10) school days of the principal or immediate supervisor's receipt of the written grievance. Any meeting with reference to the above shall be held during non-class hours.
- C. Level Two –
1. In the event that the grievance shall not have been resolved to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be referred in writing to the Superintendent of Schools within five (5) school days of the disposition under Level One.
 2. The Superintendent shall represent the Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, he or his designee shall meet with the aggrieved employee and the said President, or his designee, in an effort to settle the grievance.
- D. Level Three

In the event that the grievance shall not have been resolved at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing to the Committee. At its next regular Committee meeting or at a special meeting called for the purpose of considering the grievance, the Committee shall meet with the Association and the aggrieved party, if he so desires, in an effort to settle the grievance.

E. Level Four –

1. In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the final Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three the unsettled grievance to arbitration. The Arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an Arbitrator within fifteen (15) school days after receipt by the Committee of the Association's intent to arbitrate, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.
2. The Arbitrator shall be without power or authority to modify or alter the terms of this Agreement.
3. The Arbitrator shall not award back pay or any other form of compensation beginning earlier than the time the grievance was initially filed.
4. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. This decision shall be final and binding on both parties unless a court of law shall rule that the Arbitrator has usurped the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement.
5. The costs for the services of the Arbitrator shall be borne equally by the Committee and the Association.

Section III. – General Provisions

- A. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
- B. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- C. No reprisals of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any member of the Personnel Committee of the Association, or any other participant in the grievance procedure by reason of such

participation, or lack of such participation.

- D.
1. A grievance that affects a group or class of teachers from a different building or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Two.
 2. If a grievance is filed in response to an action taken by the Superintendent of Schools, it shall be commenced at Level 2.
- E. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- F. All decisions shall be in writing, setting forth the decision and reasons therefore.
- G. No grievance may be submitted to arbitration without the Association's approval.
- H. Each written statement of a grievance shall be signed by the grievant and shall include a concise statement of the facts or events on which the grievance is based, including the date of their occurrence.
- I. The time limits set forth herein may be extended by mutual agreement.

ARTICLE VI

Rights of Committee

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Stoughton in the Committee for the quality of education in, and the efficient and economical operation of, the Stoughton Public School System, it is herein agreed that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the Committee except where such right, power or duty is specifically limited by the terms of this Agreement.

ARTICLE VII

No Strike

Section I. The Association and its members, individually and collectively, and all other persons in Unit A, agree that they will not cause, condone, sanction, or take part in any illegal strike, walkout, slowdown, or work stoppage.

Section II. The Association and its members, individually and collectively, agree that, if there is a violation of this Article, any or all non-professional status teachers violating this

Article will, at the discretion of the Committee, be subject to disciplinary action, including discharge, suspension, loss of seniority, and the matter of the penalty shall not be arbitrable.

Section III. The Association and its members, individually and collectively, agree that, if there is a violation of this clause, any or all professional status teachers violating this clause will be subject to disciplinary action by the Committee within the framework of Chapter 71, Sections 42 and 42-D.

ARTICLE VIII

Teacher's Duties

Section I. The starting and dismissal time for teachers will be as follows:

Elementary Schools

8:15 am - 3:30 pm Tuesday, Wednesday and Thursday
8:15 am - 3:00 pm Monday and Friday

Middle and Senior High School

7:30 am - 2:45 pm Tuesday, Wednesday and Thursday
7:30 am - 2:15 pm Monday and Friday

The additional time on Tuesday, Wednesday and Thursday shall be used for student assistance, common planning time, individual planning time, conferences, and CORE evaluation meetings. In addition, staff meetings may be called with a one week notice, except in the case of an emergency.

Said starting and dismissal times are subject to modification by the Committee and/or Superintendent of Schools provided, however, that no such modification will increase the length of the teacher's workday, except in cases of emergency. The starting time is defined as being at an assigned place of duty.

At the Superintendent's discretion, said starting time may be modified due to inclement weather.

On one Wednesday per month, the principal may schedule an after school staff meeting which will end thirty (30) minutes after the normal teacher dismissal time. During that week, the normal teacher dismissal time shall be as follows:

Elementary Schools

8:15 am – 3:00 pm Monday and Friday
8:15 am – 4:00 pm Wednesday
8:15 am – 3:15 pm Tuesday and Thursday

Middle and Senior High School

7:30 am – 2:15 pm Monday and Friday
7:30 am – 3:15 pm Wednesday
7:30 am – 2:30 pm Tuesday and Thursday

The Wednesday afternoon staff meeting schedule shall be distributed by the principal to the teachers no later than the first Friday after Labor Day

Section II. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1 and terminate no later than June 30 except in those years when September 1 falls on the first Tuesday of the month. When this occurs, the Committee may begin the work year the last week in August. In no event, however, will the work year be longer than two (2) days more than the number of days that pupils are required to be in attendance by the approved Committee calendar for each school year, and such approved Committee calendar shall not exceed the number of school attendance days that are required by State Law.

Section III. The Association will be consulted for recommendations before the preparation of the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the administration with final approval by the Committee. The Association shall be provided a copy of the school calendar by January of the preceding school year.

Section IV. Teachers will have a duty-free lunch period of at least the following lengths:

- A. Elementary School
Teachers will be given a thirty (30) minute break;
- B. Middle School
Not less than the length of the regular student lunch period;
- C. Senior High School
Not less than the length of the regular student lunch period.

Section V. (This provision does not apply to the school nurses)

- A. All full-time elementary teachers shall have five 42-minute preparation periods per week. The Superintendent will use their best effort to distribute those days evenly across the five days of the week. No more than two preparation periods will be scheduled in a day.
- B. The Middle School schedule will be as follows:
 - 25 teaching periods or the equivalent total time in minutes.
 - 5 supervisory periods or the equivalent of 1/7 total time in minutes.
 - 5 preparation periods at 1/7 of the total time.
 - It is understood that some variations may occur in the forgoing schedule, but every effort will be made to achieve equity for the 95-96 work year.
- C. Prior to September 1, 2014, all schedules of teachers at the high school level comply with the following patterns of teacher assignments:

Schedule 1 – 25 Teaching Periods
5 Supervisory Periods
5 Preparation Periods

Schedule 2 – 26 Teaching Periods
4 Supervisory Periods
5 Preparation Periods

Schedule 3 – 24 Teaching Periods
6 Supervisory Periods
5 Preparation Periods

Schedule 2 and 3 must be alternated on a half-year basis.

It is understood that some variations may occur in the forgoing schedule, but every effort will be made to achieve equity.

Effective September 1, 2014: The High School schedule shall consist of an 8 day rotating cycle with a combination of four 8 period days and four 4 period days. A period is defined as 1 block. A block on an 8 period day shall be no more than 48 minutes. A block on a 4 period day shall be no more than 94 minutes.

Each full-time teacher will be assigned as follows:

No more than 5 teaching periods per 8 period day.

No more than 3 teaching periods per 4 period day.

A minimum of 4 collaboration periods per 8 day cycle. A collaboration period is defined as one block.

At least 1 preparation period per day. A preparation period is defined as one block. When necessary, supervisory periods and collaboration periods shall be dropped to allow for a preparation period.

No more than 240 minutes of supervisory duty per 8 day cycle. The building principal will make every effort to split the supervisory block on a 4 period day. However, the Association acknowledges that this may not always be possible.

At the discretion of the High School principal, the High School schedule (Attachment A) may be increased by up to twenty (20) minutes per five (5) days but no more than four (4) minutes per day. The starting and dismissal time of High School teachers shall not be increased.

It is understood that some variations may occur in the forgoing schedule, but every effort will be made to achieve equity.

- D. Within the constraints of the school schedule within each school building, the teacher's individual schedule, and the needs of a particular school, the principal shall make a good faith effort to assign and distribute supervisory duties in a fair and equitable manner each school year.
- E. Secondary school teachers, who specifically request it, will not be required to teach under more than two (2) departments.
- F. Exceptions to the foregoing may be authorized by the principal with the concurrence of the Assistant Superintendent and/or Superintendent. The Association will be notified by the Superintendent, in writing, of each instance in which the Superintendent so determines that an exception is to be made. A disagreement over whether the Superintendent's decision was arbitrary and capricious will be subject to the grievance procedure.
- G. Teachers may leave the building during their preparation and/or lunch periods. Teachers will sign out upon leaving the building and will sign in upon returning to the building. Both parties recognize, however, that the purpose of preparation periods is to provide teachers with the opportunity to prepare for classes, and thus, teachers will utilize this provision in a reasonable and professional manner.
- H. A teacher who volunteers to teach an additional class during his/her preparation period shall be paid an additional one sixth (1/6) of his/her basic salary which is set forth in Appendix A, Teachers Basic Salary Schedule. So that all teachers will have an opportunity to volunteer, each additional teaching load position will be posted as early as possible. The posting shall include the subject, grade, period and rate of compensation. If the additional teaching period is for less than a year, compensation will be made on a pro rata basis. No teacher will be laid off because of the application of the additional teaching load concept.
- I. The parties agree to establish a joint subcommittee consisting of at least 4 members from Administration and at least 4 members appointed by the STA for the purpose of studying the overall workload of special educators and making recommendations to the parties to promote equity. The subcommittee shall establish its own schedule of meetings and shall aim to make recommendations to the Parties within 90 days following its initial meeting. Any recommendation which would modify the terms of the collective bargaining agreement shall be subject to ratification by the STA and the Committee.

Section VI. (This provision does not apply to the school nurses)

- A. Class coverage: When it becomes necessary to use a unit member to cover classes during a scheduled supervisory period, the Unit member will be compensated at the rate of 1/7 of the then current daily substitute rate of pay per class (rounded to the

nearest dollar amount). High school teachers who lose senior classes are not eligible for compensation.

- B. Emergency coverage: If a member of the bargaining unit must leave during the work day because of an emergency at home or for some other urgent personal necessity requiring immediate attention and it is not possible to secure an outside substitute, a Unit member may be assigned the task of substituting at no cost to the School Department.

Section VII. The workload as set forth in this Agreement will remain in effect for the life of the Agreement unless there is good justification for the change.

(This provision does not apply to the school nurses)

Section VIII. Recess and Cafeteria Duty. (This provision does not apply to the school nurses)

- A. When teacher aides are present, aides will be used to assist the teacher assigned to an inside or outside recess area. There will be one teacher on duty per recess period.
 - i. Mandated aides will be used to assist teachers on recess and cafeteria duty to the extent permitted by law.
 - ii. The School Committee will make every effort to supplement the number of mandated aides with aides sufficient to relieve teachers of non-teaching duties.
 - iii. In the event that aides are not present and/or unavailable to assist teachers in each inside or outside recess area, there shall be no more than two (2) teachers on duty per recess period.
- B. When aides designated for the purpose are present, teachers will not be required to perform cafeteria duty.

Section IX.

- A. The President of the Stoughton Teachers Association shall be relieved of all supervisory duties as they are structured in his/her building. The Association agrees that the President will use the time in a reasonable manner. The Association will notify the Superintendent and the responsible building principal of the identity of the President within a reasonable time such that the principal has an adequate opportunity to make any adjustments in scheduling.
- B. The Association President is permitted to be released from all Unit A responsibilities for one day per month. The Association shall pay the cost for substitute coverage

during the President's absence for the purposes of this Agreement.

Section X. Notwithstanding the provisions of Section V (C), above, the Liaison for Student Attendance and Discipline shall be assigned three teaching periods, two office periods and one preparation period per day. The Liaison may be assigned up to five supervisory periods per cycle. In addition to these supervisory periods, the principal may assign other supervisory duties from 7:10 a.m. to 7:30 a.m. daily and from 2:15 p.m. to 2:30 p.m. on Mondays and Fridays.

Section XI Specialist Assignments

Specialists shall not be assigned to more than two (2) schools in a day.

Section XII. Flexible Scheduling

Provided there is mutual agreement between the teacher and the building principal, a teacher with professional status may work a flexible schedule. On a day when the flexible schedule is worked, the elapsed time of work for the teacher shall be continuous and shall not exceed the number of hours and minutes in a traditional day for the teacher's level. Flexible scheduling may include, but is not limited to, the following: music lessons, morning yoga, counselor visits with parents, elementary teacher participation in secondary extra curricular programs, ELL services, special education pullouts, Title 1 services, etc. Prior to approving a flexible schedule, the building principal shall consider the impacts on teacher working conditions and student learning conditions including, but not limited to, the class size of those teachers and students who are on the traditional schedule.

ARTICLE IX
Non-Teaching Duties

Section I. Assignment of teachers to non-compensated, non-teaching duties outside the normal school day will be strictly voluntary. In the event that no teacher covered by this Agreement volunteers for such an assignment, then the Committee is free to fill said assignment by any means or persons it deems fit to do so.

Section II. The supervisory duty of early bus arrivals and the supervision of students necessitated by such early bus arrivals, at the secondary level shall be advertised and awarded to applicants on an equitable basis. In the event that no teacher covered by this Agreement applies for such an assignment, or if an inadequate number of teachers covered by this Agreement applies for such an assignment, then the Committee is free to fill said assignment by any means or persons it deems fit to do so.

Section III. Although teachers may be required to collect and transmit money to be used for educational purposes and a limited number of non-educational programs, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teachers. Teachers will not be required, however, to tabulate any money collected for

educational and/or non-educational purposes.

Section IV. Teachers will not be required to drive pupils to activities which take place away from the school. Teachers may do so voluntarily, however, with the advance approval of their administrative principal. In such event, the Committee will make appropriate arrangements with the Town Insurance Plan in order that the teacher will be insured against liability claims that might arise as a result of the teacher's use of his vehicle.

Section V. The Committee agrees to provide central register- keeping procedures in the elementary and secondary schools as long as this is economically feasible.

Section VI. The Committee agrees to continue the present teacher- aide policy as long as it is economically feasible. Teacher aides will be utilized to the extent that they are available in a particular school in order to relieve teachers of recess, playground, and lunch duties, among other assigned duties, as may be determined by the Administration in order to provide additional time for the instruction of students and/or preparation time.

Section VII. Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Article XVIII of this Agreement.

Section VIII. - Required Events Beyond Regularly Scheduled Work

- A. Duration of Required Events Beyond Work Hours – any event scheduled beyond regularly scheduled work hours shall not exceed 1 ½ hours' duration, and may be scheduled anytime after work hours ending no later than 8:30 p.m.
- B. General Requirement – all teachers are required to attend three (3) events scheduled outside regularly scheduled work hours, as specifically set forth below:
 1. Core Academic Teachers – Core academic teachers and/or elementary homeroom teachers, shall attend three events scheduled outside regularly scheduled work hours as determined by administration. A minimum of two (2) such events shall be parent conferences.
 2. All Other Teachers – Teachers who are not core academic teachers and/or elementary homeroom teachers, shall attend three events scheduled outside regularly scheduled work hours as determined by administration.
 3. A teacher may be required to attend a fourth event beyond regularly scheduled work hours. If required to attend such an event, the teacher shall be paid \$75.
- C. Afternoon Conferences – In addition to the above, School Administrative principals may schedule afternoon conferences not extending beyond the teacher dismissal time.

ARTICLE X

Class Size

Section I. The Committee and the Association recognize that class size can be an important factor in good education and the Committee will, subject to space availability and all other educational considerations, ensure that class size is conducive to an effective teaching-learning atmosphere. Special attention will be given to such areas as ELL classes, special education inclusion classes, basal groups, shop classes, and laboratory sections.

Section II. A teacher may take an appeal to his immediate principal that a particular class size does not serve the interests of the students and/or teacher. If an agreement has not been reached, the teacher may appeal through the Association and/or directly to the Superintendent, requesting, in writing, a conference. The final decision on such appeals will rest with the Superintendent, who will inform the Association, in writing, of his decision.

ARTICLE XI

Teacher Assignment

Section I. Teachers will be notified, in writing, of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1. At the secondary level, however, such notification will not include specifics of class schedules. Teachers will be notified immediately, in writing, of any change in program and the reason for the change.

Section II. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

Section III. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, or age.

ARTICLE XII

Transfers, Vacancies, Promotions, Reductions in Force and Elementary Reassignment Procedure

Section I. In making transfers, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.

Section II. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Stoughton Public School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable

position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his designee) will meet with the Association's representative to discuss the transfer.

Section III. A list of open positions in all schools will be posted, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Stoughton Public School System.

Section IV. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.

Section V.

- A. Teachers who desire to transfer to another grade level, subject area, or building will file a written statement of such desire with the office of the Superintendent not later than June 1. Such statement shall include the school to which he desires to be transferred. Under normal circumstances, not later than July 1, the Superintendent will notify in writing each teacher who has filed such statement of the action taken in regard to this request for a transfer, and if such transfer is denied, the reason for denial.
- B Any teacher who has transferred voluntarily, after two (2) school years in the new position, may be transferred back to his/her original position by his/her own choice or that of the administration. A permanent substitute will be hired in the teacher's original position for those years.

Section VI. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignment or transfer.

Section VII.

- A. Whenever any vacancy in a professional position occurs, including those outside the bargaining unit, it will be publicized by means of a notice placed on the "First Class" section of the Stoughton Public Schools' website. During the school year (September to June), each such vacancy will also be publicized by the Superintendent of Schools by means of a notice placed on an Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, notice of each such vacancy shall be mailed to the President of the Association. Any teacher who wishes to receive notice of each such vacancy during the months of July and August must provide three (3) self-addressed, stamped envelopes to the Office of the Superintendent of Schools on or before the last day of the school year. In all situations, the qualifications for the position, its duties, and rate of compensation will be clearly set forth.
- B. The qualifications set forth for a particular position will not be changed by the Committee unless the Association has been given written notification at least one (1) week in advance of the proposed change. However, any changes made by the

Committee in the qualifications for a particular position are not subject to the approval of the Association.

Section VIII. All teachers will be given the opportunity to make application for such positions, provided an application is filed within the time specified and the Committee agrees to give consideration to the professional background and other attainments of all applicants.

Section IX. In the event that a current employee of the Stoughton School System and a non-employee apply for a position listed in Appendix C and the qualifications, background, training and other relevant factors are equal, preference for such position will be given to the current employee of the Stoughton School System.

Section X.

A. The Committee retains the right to determine the number of teaching positions and other professional positions which are needed in the school system and also retains the right to determine the employees to be laid off and recalled. Layoff and recall procedures as outlined in this Section may apply only to teachers with professional status.

B. Definitions

1. Seniority – Length of continuous service to the Stoughton Public School System, exclusive of unpaid leaves of absence, as a member of the bargaining unit to be reckoned from the date that duties are assumed and paid under the salary schedule appended to this Agreement, except that all members of Unit A as of September 1, 1981 who were previously members of Unit B shall have all their seniority in Unit A. One year of seniority shall be the equivalent of twelve (12) months of service. If a teacher is on an unpaid leave of absence, or in some other unpaid status for which no seniority accrues, his/her seniority for that year shall be the difference between twelve (12) months and the amount of unpaid time during the work year
2. This provision applies only to the school nurses: Nurse Seniority This provision applies only to the school nurses: Long term substitute service immediately followed by an appointment to a permanent position, shall be credited toward seniority and appropriate salary scheduling. Upon re-employment after resignation without retirement, nurse previous experience in the Stoughton School System, shall receive seniority credit from their previous period of employment provided the nurse returns to service after such resignation within (2) two years from the resignation)
3. Notification – Notification shall mean the notice required under M.G.L. c.71, sec. 41 and 42 and shall be in accordance with the provisions of Section D below.
4. Seniority List – A list specifying the seniority of each member of the unit and grouped according to discipline(s).

5. Recall -- "Recall" shall mean a teacher's right to return to service during the period of layoff.
6. Qualified -- As used in this section, "qualified" shall mean that a teacher possesses a certification(s) recognized by the Department of Education and said certification(s) is on file in the Superintendent's Office as of the date of the official Seniority List in any given year during the effective term of this Agreement. In cases where a certification is pending upon issuance of a certificate, evidence must be on file in the Superintendent's Office as of the date of issuance of the Seniority List. Teachers on the Recall List will be deemed qualified for a position if they hold either an active or inactive certification for that position, subject to the Department of Education's regulations. The Committee may not impose a new certificate classification for that position for which a teacher on the recall list would otherwise be qualified pursuant to this provision and state guidelines.

C. Discipline Categories

1. For the purposes of this Article, discipline categories shall include: *
 - (a) K-6
 - (b) Secondary English
 - (c) Secondary Science
 - (d) Secondary Math
 - (e) Secondary Social Studies
 - (f) Secondary Languages
 - (g) Business Education
 - (h) K-12 Art
 - (i) K-12 Music
 - (j) K-12 Physical Education
 - (k) K-12 Special Education Services which includes counselors, counselor psychologist, psychologists and social workers
 - (l) Special Education specialists and special education teachers
 - (m) K-12 Librarians
 - (n) K-12 Reading
 - (o) Speech and Drama
 - (q) K-6 Bilingual
 - (r) Secondary Bilingual
 - (s) School Nurse

*The Stoughton School Committee reserves its right to add and/or delete discipline categories based upon the addition and/or elimination of programs.

D. Notification Procedure

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

2. Each professional status teacher notified of a layoff shall have one of two (2) options:
 - a. To be dismissed pursuant to M.G.L. c.71, Sec. 42;
 - b. In consideration of treating the lay off as unpaid leave of absences and for maintaining the employee's full contribution to the group health insurance, each professional status teacher will waive, on a form provided by the Committee, subsequent to receipt of a notice of impending lay off, the right to a proceeding pursuant to M.G.L. c. 71 sec. 42 and 43A, to the filing of a grievance and an appeal before the Teachers Retirement Board, if applicable, challenging the economic basis for the lay off, and the employee will be placed on unpaid leave of absence status for the duration of the lay off period, up to a maximum of 24 months. However, challenges to the implementation or interpretation of the lay off, bumping, and recall procedures as set forth in this Agreement, may be challenged through the grievance procedures.*

*The foregoing is not intended to either amend and/or abridge the meaning of Article V, Section 1. Said language is adopted in recognition of case law relative to terminations resulting from economic impact.

E. Layoff Procedure

1. A professional status teacher shall not be laid off if there is a non-professional status teacher whose position the professional status teacher is qualified to fill.
2. No reduction in force shall take effect on other than the first day of a school year.
3. Teachers with professional status shall be laid off within a discipline based on members' job performance and the best interest of the students. Members' job performance and best interest of the students shall be defined as the members' summative overall evaluation ratings over the past five (5) school years, with ratings of Proficient and Exemplary being considered equal. Ties shall be broken by seniority with the least senior teacher in the discipline targeted laid off first.
4. If the most junior teacher(s) in a discipline has taught in more than one discipline in the Stoughton Public Schools, he/she may bump a teacher in that other discipline(s) provided that he/she taught for a greater period of time in that other discipline(s). At the time that the teacher elects to bump into the other discipline, he/she will indicate, in writing, whether or not he/she desires to return to the former discipline. Any teacher, who indicates that he/she desires to return to his/her former discipline, shall be transferred to that discipline if a vacancy occurs in that discipline prior to the first day of school.
5. Tie breaker: In the event that there is a tie among seniority, the School Committee shall consider the following factors in order of priority:

- a. Professional training as evidenced by column placement on the salary schedule; then
 - b. Teaching experience within a discipline; and then
 - c. Number of certified credit hours within the discipline.
6. A teacher who is presently teaching in two disciplines shall have his/her seniority, as defined in Paragraph b(1), in both disciplines.
 7. Any person reentering the unit shall have only seniority credited as a member of Unit A previously earned toward placement on the Seniority List and only in those discipline categories in which he/she taught in Stoughton.
 8. If an elementary teacher changes his/her grade level more than two grade levels in order to avoid a layoff, said teacher shall be required, in the first year of the new grade level, to take one (1) refresher course per semester as approved by the Superintendent.

F. Recall Procedure

1. Recall shall be in the inverse order of layoff within a discipline; and recall to nursing positions shall be in reverse order of layoff.
2. Teachers who are on layoff shall, for twenty-four (24) months after the effective day of layoff, be placed on a recall list and shall be given preference for any vacancy or new position which they are qualified to fill. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.
3. Teachers who have been laid off shall, during their recall period, be notified in writing, by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open or vacant positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such suitable position prior to the beginning of the school year shall terminate the teacher's recall rights.
4. A position which opens or becomes vacant at any time after the beginning of a school year must be offered to qualified teachers on the recall list. An "open" or "vacant" position for the purposes of this section is one which is newly created or one which has been vacated by reason of retirement, resignation, promotion, dismissal, death, transfer, or reassignment of a staff member. A teacher on the recall list may refuse to accept such a position without jeopardizing his/her recall status. If the teacher on the recall list accepts such a position, he/she will be compensated at his/her appropriate step on the salary schedule, reflecting his/her creditable service.
5. In the event that no teacher on the recall list accepts such position, the position may

be filled by a permanent substitute pursuant to Article XXXII, Section 3 of this Agreement. At the conclusion of the school year, the position shall again be deemed a "vacancy" subject to the recall provisions of this agreement subject to Section X, A of this Article.)

6. In the event that there is no one on the recall list when a position becomes vacant or open after the beginning of the school year, the position will be filled by a permanent substitute if vacated prior to April 15.)
7. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule which is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers shall carry over only that sick leave which was credited to them at the time of their last day of teaching prior to being laid off.)

G. Seniority List

1. The seniority list shall be compiled by the administration, shall be provided to the President of the Association, and shall be posted by each principal in each school building by November 15 of each contract year. Teachers shall check the seniority list and shall affix their initials and the date by their name on the seniority list within five (5) school days after the date of initial posting. Those teachers who are on extended leaves of absence shall be sent a copy of the relevant page of the seniority list, by mail, return receipt requested and shall be required to check the seniority list and shall affix their initials and the date by their name on the seniority list, and return it to the Superintendent, within five (5) school days after receipt of the list. A teacher who challenges his/her seniority, must file the challenge, in writing, with the Superintendent and the President of the Association no later than ten (10) school days after the date which the teacher affixed his/her initials to the seniority list. (A nurse who challenges his/her seniority, or that of another nurse, must file the challenge, in writing, with the Superintendent and the President of the Association within five (5) school days of the lists distribution.) Such challenge must include an explanation for the challenge. If he/she fails to challenge his/her seniority within the established time limit, the seniority list shall be deemed to be correct.
 - a. The Superintendent and/or his designee will meet with the teacher(s) challenging his/her seniority within five (5) school days after the end of the initial posting period. The Superintendent shall respond to the challenge(s) within five (5) school days of the meeting.
 - b. If the response of the Superintendent is not acceptable, the teacher shall file a grievance with the School Committee within five (5) school days of the date of the receipt of the Superintendent's response. The School Committee shall meet with the grievant(s) at the next regularly scheduled School Committee meeting. The School Committee will respond to the grievant(s) within five (5) school days of the School Committee meeting with a copy to the Association.

- c. If the response of the School Committee is unacceptable, then the Association may file for arbitration within five (5) school days of the receipt of the School Committee's response.
2. The seniority list compiled and corrected in the school year shall be signed by the President of the Association and the Superintendent.
3. A teacher may only challenge his/her seniority in any given year of this contract to the degree that his/her seniority changed from the previous year's seniority.

H. Teacher Certification

1. Teachers shall be properly certified and the Committee shall promptly notify the Association of any teacher not properly certified no later than 30 days of said teacher's employment.
2. The Association shall be notified within 30 days in each instance that a teacher is assigned outside the scope of his/her certification for more than 20% of their teaching time, along with a written statement of reasons for such assignment.
3. Any teacher who is not properly certified for the particular position held by that teacher shall cease to acquire seniority until such time as he/she obtains proper certification for that position.
4. In the event that a teacher is working under a lawfully- issued waiver, the teacher shall acquire seniority for up to two (2) years of teaching performed under a waiver.

Section XI.

- A. In order to facilitate the assignment of elementary teachers to teaching positions in the Stoughton Public Schools when such teaching positions are available and funded and the teacher's former assignment is unavailable.
- B. The Elementary Reassignment Procedure shall consist of the following steps:
 1. Those teachers returning from a parental leave of absence shall be assigned to their previous assignment, except in the situation where a teacher returning from a parental leave of absence is subject to layoff pursuant to the Reduction in Force provision contained in Article XII, Section IX of the collective bargaining agreement between the Committee and the Association.
 2. Elementary principals will consult with professional status teachers who, as a result of changes within that elementary school, will not be reassigned to the same position presently held by the professional status teacher.
 - a. During that consultation, the elementary principal will indicate the reasons

why the reassignment is necessary and will inform the professional status teacher of other assignments in that elementary school.

3. The principal will try to arrange a reassignment within that elementary school. A reassignment must be mutually agreed upon.
 4. If there is no mutual agreement between the principal and the teacher for the teacher's reassignment for the coming school year, the teacher will be placed in the Unassigned Teacher Pool as defined in Paragraph C.
 5. Teachers in the Unassigned Teacher Pool will be provided with a list of open positions; such list will contain the location and the grade level of each position. A permanent substitute position will be identified as such a position.
 6. Teachers in the Unassigned Teacher Pool will then submit a preference form on a mutually-agreed upon date. Such preference form will list their choices of open teaching positions in order of preference.
 7. In descending order of seniority, teachers in the Unassigned Teacher Pool shall be reassigned to an open teaching position in conformance with their preference forms. However, in the event that the elementary principal of the particular school does not agree with the selection, the matter will be sent to the Superintendent of Schools for disposition. A teacher, who is not granted preference of reassignment in conformance with seniority, shall be provided with the reason(s) by the superintendent or his/her designee.
 8. It is understood and agreed that if a Title I teacher was assigned to a non-Title I teaching position as a result of the Elementary Reassignment Procedure, and if subsequent to that assignment Title I funding becomes available for a Title I position, the Title I teacher will be reassigned to a Title I position.
 9. In the event that a position at a more appropriate grade level becomes open between June 1 and August 1 of the given year, the administration will make efforts to reassign teachers to positions at more appropriate grade levels.
- C. The Unassigned Teacher Pool will be composed of the following teachers:
1. Professional status teachers returning from a leave of absence, other than a parental leave of absence;
 2. Professional status teachers with no assignment, including Title I Teachers;
 3. Professional status teachers who were unable to reach agreement with their principals on a reassignment within their schools; and
 4. Professional status teachers who desire a voluntary transfer and who have filed their applications for a voluntary transfer by June 1 as required by Article XII, Section V. It is understood that the position currently held by a teacher

requesting a voluntary transfer would then be an open position to be included on the list and for which all teachers in the Unassigned Teacher Pool would be eligible pursuant to the Elementary Reassignment Procedure.

ARTICLE XIII

Teacher Evaluation

The parties agree to establish a joint committee consisting of at least 3 members from administration and 5 members appointed by the STA to review and refine the language of Appendix F both for clarity and to adjust based on revisions to DESE guidelines. Should this joint committee develop recommendations that represent substantive changes to the Evaluation, these recommendations will be brought back to the parties for further negotiations.

Section I. All formal observations of the work performance of a teacher will be conducted openly with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Evaluations will be made according to the "Guide for Teacher Evaluation," incorporated into this Agreement as Appendix F, as delineated or amended by the Evaluations Standing Committee. Teachers shall be evaluated in accordance with the *Stoughton Public Schools Teacher and Caseload Educator Contract* which is incorporated herein by reference.

Section II.

- A. Teachers have the right, upon request, to review the contents of their personal file. A teacher will be entitled to have a representative of the Association accompany him during such review.
- B. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personal file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his 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 answer shall be reviewed by the Superintendent and attached to the file copy.

Section III. The Association recognizes the authority and responsibility of the principal, administrative assistant, and department heads for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of these persons, however, he will be entitled to have a representative of the Association present.

Section IV. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Section V. Any contention that any evaluation is arbitrary or discriminatory may be raised as a grievance.

ARTICLE XIV

Use of School Facilities

Section I.

- A. Upon making arrangements with the office of the Superintendent of Schools, the Association may use the school buildings without cost, except actual expenses incurred as the result of the use of said building or facilities which are uniformly assessed to any other group or organization at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
- B. Upon making arrangements with the office of the Superintendent of Schools, the Association may use the athletic facilities and equipment at all schools without cost, except actual expenses incurred as the result of the use of said buildings or facilities which are uniformly assessed to any other group or organization one (1) evening each week; provided, however, that the interscholastic and the evening school athletic programs take precedence over any and all activities of the Association.

Section II. There will be one (1) bulletin board in each school building, which will be placed in each existing faculty lounge, for the purpose of displaying official Association notices, circulars, and other material of a non-inflammatory nature. The Association will have the right to distribute official Association notices, circulars, and other material of a non-inflammatory nature in the mailbox of individual teachers. Copies of all such material will be given to the principal, but his advance approval will not be required. If the principal objects to a particular bulletin, he will discuss the matter with the President of the Association.

Section III. Nothing herein shall be construed to in any way prohibit the right of the Committee acting by and through its administration, to require the removal of any material from any bulletin board or any other place within or on any school property, except the official Association notices, circulars, and other material of a non-inflammatory nature as herein provided.

Section IV. The Association recognizes that it may not distribute material in the teacher's mailboxes which is of a political nature. The foregoing sentence shall not limit the normal operating procedures of the MTA/STA relative to elections, voting and similar procedures involving internal union business.

ARTICLE XV

Teacher Facilities

Where practical and possible, each school will have the following facilities:

- A. Space in each classroom for safe storage of personal belongings, instructional materials, and supplies;

- B. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge;
- D. A serviceable desk and chair for the teacher in each classroom;
- E. A communication system so that teachers can communicate with the main building office from their classrooms;
- F. A well-lighted and clean male teacher rest room; and a well-lighted and clean female teacher rest room;
- G. A separate, private dining area for the exclusive use of the professional staff;
- H. An adequate portion of the parking lot reserved for teacher parking.

ARTICLE XVI

Positions in Summer School, Evening School, and Under Federal Programs

Section I. All openings for special programs will be adequately posted by the Superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their application as early as possible.

Section II. Positions in the Stoughton Evening School and positions under Federal programs will be filled first by regularly appointed teachers in the Stoughton Public School System where those teachers possess qualifications equal to those of candidates outside the school system.

Section III. In filling positions for the above programs, the same standards for appointment to regular teaching positions in the Stoughton Public Schools will apply.

ARTICLE XVII

Professional Development and Educational Improvement

Section I. Professional Meetings: The Committee will pay the reasonable expenses (including fees, meals, lodgings and/or transportation – in accordance with the established policies of the Stoughton Public Schools) incurred by teachers who attend workshops, seminars, and conferences at the request and/or the advance approval of the Superintendent and/or Assistant Superintendent.

Section II. Course Reimbursement:

A. Teachers and nurses will receive reimbursement for courses through three options:

Option A: Teachers and nurses not in a degree program will receive up to a maximum of seven hundred dollars (\$700) each fiscal year.

Option B: Teachers and nurses in a degree program beyond the first Master's will receive up to a maximum of seven hundred and fifty dollars (\$750) each fiscal year.

Option C: Teachers and nurses in a first Master's degree program will receive up to a maximum of one thousand and two hundred dollars (\$1,200) each fiscal year.

Options A, B, and C, shall apply to CEU Professional Development Courses.

- B. All courses must comply with State standards for recertification as outlined in the booklet *Recertification Guidelines for Massachusetts* published by the Massachusetts Department of Education.
- C. All courses must be graduate level. Exceptions to this requirement must be approved in advance by the superintendent.
- D. In order to receive course reimbursement for any course that starts between January 1 and June 30, the teacher must notify the superintendent, in writing, of the cost of the course by June 15.
- E. Reimbursements will be made upon receipt of a college transcript indicating a grade of "B" or better. Documentation, including the cost of the course, should be forwarded to the office of the superintendent before the close of the next academic semester, except as provided in Section II. D above.
- F. Reimbursement for courses taken in a degree program where only a pass/fail grade is available will be made upon receipt of a college transcript indicating a passing grade. Documentation, including the cost of the course, should be forwarded to the office of the superintendent before the close of the next academic semester except as outlined in Section II. D above.
- G. The Stoughton Public Schools will have the option of offering in-system graduate level courses. Those courses will offer one, two, or three in-system graduate credits which may be used for lane changes, other than Master's or Doctorate. Master's and/or Doctorate lane changes require a degree from an accredited college or university. These in-system credits can only be used within the Stoughton Public Schools and are not offered under the auspices of any college and/or university; these credits may not be transferred to any other district.

ARTICLE XVIII

Salaries and Other Compensations

Section I. The salary of each teacher in the Stoughton Public School System shall be determined pursuant to the following sections of this Article.

Section II.

- A. Compensation for a change in salary classification may become effective on September 1 and February 1. Data substantiating eligibility for September 1 changes must be received by April 1 to be included in the next annual contract; provided that the teacher has notified the Superintendent, in writing, no later than November 1 of the previous year of an anticipated change in salary classification. Revised contracts will be issued up to August 15 or upon completion of the course prior to September 1 if the course has not been completed by August 15.
- B. A new contract will be issued effective February 1 provided that the teacher has notified the Superintendent, in writing, no later than November 1 of the previous school year of an anticipated change in salary classification and data substantiating a teacher's eligibility are received no later than January 31.

Section III. The superintendent shall fix the initial salary rate of each teacher on entering employment, giving consideration to previous experiences and special skills; provided, however, that such salary rate shall not be less than the minimum established in this Article. Teachers who enter the system at other than the beginning of the school year will move the following year on the step schedule at the discretion of the superintendent. Teachers who are within the system will not be granted individual step increases except for services, degree requirements, or for additional duties.

Section IV.

- A. Appendices A, B and C contain the "Basic Teachers' Salary Schedule" / Basic Nurses' Salary Schedule" and other schedules including Extra-curricular, Elementary Assistant Principals, Directors, Head Teachers, and Athletic Coaches. On and after the effective dates indicated, no teacher employed by the Committee shall be paid a salary less than that provided for in the "Basic Teachers' Salary Schedule"/ Basic Nurses' Salary Schedule" unless an increment has been withheld by the Committee.
- B. All teachers leaving the school system during the term of this contract will receive their annual salary divided by 182, the number of days in the contract year, and multiplied by the number of days school has been in session and the teacher has been present, including all approved leave as provided by this Agreement, adjusted to amounts previously received.
- C. All absences of teachers not covered by allowable reimbursements will be deducted at a daily rate established by dividing the annual salary by 182, the number of days

in the contract year.

D. All teachers shall have two (2) options for the payment of salaries as follows:

1. Option 1. Teachers may elect to have their total annual salary divided into twenty-six (26) equal amounts, each of which shall constitute a bi-weekly salary payment to the teacher beginning with the end of the first pay period in September and ending at the end of the last pay period in June. The final installment, payable on the last pay date in June, shall include a lump-sum payment of that portion of the annual salary withheld as payment of salary for the months of July and August. All authorized deductions for the months of July and August shall be made from the lump-sum payment in June.
2. Option 2. Teachers may elect to be paid in twenty-one (21) equal installments from September through June. Payments shall be made at two (2) week intervals.

Teachers must choose one of the options in writing by completing and submitting a form to the Superintendent no later than June 1, indicating their preference for the following contract year. Such selection shall continue automatically from year to year unless the teacher notifies the Superintendent, in writing, prior to June 1, of the desired change for the next contract year.

E. Direct Deposit. The Committee agrees to arrange for direct deposit of payroll checks with banks which are willing to participate.

Section V.

- A. Graduate level courses to be applied to a change in degree classification (Bachelor's Degree plus 15 semester hours, Master's Degree plus 15 semester hours, Master's Degree plus 30 semester hours, M+45/CAGS, Doctorate) must be earned through any regionally accredited institution of higher education. The Master's Degree must be earned at any regionally accredited institution of higher learning in order to be approved for a change in degree classification by the superintendent.
- B. Norfolk/Plymouth County courses shall be creditable toward changes in lane classification only for course work beginning on September 1, 1995; provided that said courses are recognized by an affiliated college as graduate-level courses.
- C. A teacher must notify the superintendent in writing no later than November 1 of any school year of his intention to apply for a change in degree reclassification during the next school year.

Section VI. - TEACHER SALARY ADDENDA

- A. Bachelor's Degree + fifteen (15) credits: Fifteen (15) semester hours of graduate level study beyond the Bachelor's Degree. Such credits beyond the Bachelor's Degree must be earned within a maximum period of four (4) consecutive years, unless excused by the

Superintendent of Schools for extraordinary circumstances

- B. Master's Degree + fifteen (15) credits: Enrollment in a second Master's Degree, Advanced Certificate, or Doctoral Degree Program at an accredited institution of higher learning involving fifteen (15) semester hours of graduate level study the Master's Degree will be approved by the Stoughton School Committee. Special programs of concentration involving fifteen (15) semester hours of graduate level study beyond the Master's Degree may also be approved by the superintendent provided that a minimum of nine (9) hours of such study shall be in the major academic area of the teacher's instructional assignment or other related academic areas. Such credits beyond the Master's Degree must be earned within a maximum period of six (6) consecutive years and/or in accordance with the degree requirements of the institution of higher learning.
- C. Master's Degree + thirty (30) credits A second Master's Degree, Advanced Certificate, or Doctoral Degree from an accredited institution of higher learning will be approved by the Stoughton School Committee. Special programs of concentration involving thirty (30) semester hours beyond the Master's Degree may also be approved by the superintendent provided that at least twenty (20) hours of such graduate study shall be in the major academic area of the teacher's instructional assignment or other related academic areas. The special program of thirty (30) hours study beyond the Master's Degree must be earned within a maximum period of eight (8) consecutive years.
- D. Master's Degree + forty-five(45) credits/CAGS: A second Master's Degree, Advanced Certificate, or Doctoral Degree from an accredited institution of higher learning will be approved by the Stoughton School Committee. Special programs of concentration involving forty-five (45) semester hours beyond the Master's Degree may also be approved by the Stoughton School Committee provided that at least thirty (30) hours of such graduate study shall be in the major academic area of the teacher's instructional assignment or other related academic areas. The special program of forty-five (45) hours study beyond the Master's Degree must be earned within a maximum period of ten (10) consecutive years.
- E. Step-rate increases shall become effective in the normal course of salary progress, increments for teachers rendering satisfactory service will be awarded annually; however, annual increments may be withheld from those whose work is unsatisfactory.

Section VII. Teachers who volunteer to work on curriculum revision and development during vacation periods and/or summer recess shall be compensated at the weekly rate of 1/52 of their annual salaries.

Section VIII.

- A. A Unit B member who resigns his/her position in Unit B and who is offered an available position in Unit A shall be placed on the Unit A salary schedule commensurate with his/her educational attainment and with his/her Unit A years of service.
- B. A Unit B member, whose position is eliminated, and for whom there is an available

Unit A position for which the Unit B member is qualified under the Unit A agreement, shall be placed on the Unit A salary schedule commensurate with his/her educational attainment and with his/her Units A and B years of service. In addition, for the first year following the elimination of the position, the Unit B member shall receive one quarter of the difference between the salary which he/she is earning pursuant to the paragraph above and the salary which he/she would have earned in his/her Unit B position.

- C. A Unit B member, who is removed from his/her position for any reason other than the elimination of his/her position and who is offered an available Unit A position, shall be placed on the Unit A salary schedule commensurate with his/her educational attainment and his/her years of service in Unit A.

Section IX: Other Compensations

Stipends: Whenever a new position is created which will carry a stipend, the superintendent will notify the Association and give the Association the opportunity to discuss compensation and working conditions pursuant to Article IV, Negotiation Procedure.

A. Bonuses:

1. Teachers without Professional Status shall receive a one-time bonus of five hundred dollars (\$500) upon attaining Professional Teacher Status. This provision shall apply only to those teachers initially attaining professional status as of September 2001 or thereafter.
2. Any teacher who receives National Teacher Certification shall receive a payment of one thousand dollars (\$1,000) as a one-time bonus. Payment will be made upon submission of proof of certification.
3. Award: Any nurse who receives National School Nurse Certification shall receive a payment of five hundred dollars (\$500) as a one-time bonus. Payment will be made after submission of proof of certification. (This provision only applies to the school nurses)

B. Longevity:

Bargaining unit members shall be paid longevity payments annually for service in the Stoughton School Department as follows:

After 25 years of completed service	\$2,200
After 30 years of completed service	\$2,900

ARTICLE XIX

Insurance Benefits

Section I. The Town of Stoughton shall pay one-half the cost of a \$2,000 Life Insurance Policy and a \$2,000 Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share upon payroll checks for participating members on receipt of the proper authorization.

Section II. The Committee/Town of Stoughton agrees to pay a universal seventy percent (70%) of the cost of the health insurance rate beginning July 1, 2011,

Section III The School Committee/Town agrees to provide "Section 125" Flexible Spending Accounts as follows:

- a. Pretax Insurance Premium Payments
- b. Dependent Care Account Plan (DECAP)
- c. Medical Care Account Plan (MEDCAP)

The School Committee/Town shall retain and pay the full costs of a third party administrator to administer the Section 125 Flexible Spending Accounts. The program shall include a voluntary debit card. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code.

On the date of retirement, retired municipal teachers may make "application for Continuance of Insurance Coverage Under Retirement" in accordance with Chapter 626 of the Acts of 1970 as amended by Chapter 763 of the Acts of 1972.

The Stoughton Board of Selectmen on December 19, 1972, accepted Section 9F of Chapter 763, Acts of 1972 increasing group life insurance benefits to \$2,000 of life insurance and \$2,000 of group accidental death and dismemberment insurance. Additional information may be obtained from: Commonwealth of Massachusetts - Group Insurance Commission

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

Section III. Deductions for Tax Sheltered Annuities on a twelve-month basis, twenty-four bimonthly payments, will be allowed under the following condition:

That participation in the program will be on a yearly basis after October 1 of each school year with at least one month notice of intention.

Section IV. It is recognized under the laws of the Commonwealth that permanently appointed teachers must become members of the contributory retirement system. Teachers hired prior to January 1, 1975 shall have five percent (5%) of their salaries deducted each month. Teachers hired between January 1, 1975 and December 31, 1983, shall have seven percent (7%) of their salaries deducted each month. Teachers hired after January 1, 1984 shall

have eight percent (8%) of their salaries deducted each month. Teachers hired on or after July 1, 1996 shall have nine percent (9%) of their salaries deducted each month. Teachers hired on or after July 1, 2001 shall have eleven percent (11%) of their salaries deducted each month. Retirement benefits are based on the average of one's three highest paid years of service, his/her total years of service and his/her age.

Section V. The School Department shall continue to make available to members of the bargaining unit through the Town of Stoughton a Cafeteria Plan pursuant to Section 125 of the Internal Service Code, as long as the Town participates in such plan. The purpose of such a plan is to allow members of the bargaining unit to utilize pre-tax income to pay their share of the premium cost of health insurance provided pursuant to MGL c. 32B. The Committee and the Association will look into the procedures and select an administrative organization to administer an expanded cafeteria plan at no cost to the Committee.

ARTICLE XX

Sick Leave

Section I: Sick Leave Accumulation:

All regularly appointed teachers shall be entitled to sick leave with full pay computed as follows: For each calendar month of the work year, namely September through June, a professional status teacher will earn one and a half (1 1/2) days of sick leave per month up to fifteen (15) days per work year. All non-professional status teachers will be allotted three (3) sick leave days on the first workday of their first year of appointment and then earn one and one-half (1 1/2) days of sick leave each month of that work year beginning in November. For each subsequent year of non-professional status employment, a non-professional status teacher will earn one and one-half (1 1/2) days of sick leave per month up to fifteen days per work year. Said one and one-half (1 1/2) days, for both professional status and non-professional status teachers, will be credited on the first workday of the month following the month in which the sick leave was earned. Any teacher may accumulate full paid sick leave up to a maximum of three hundred (300) days. Deductions from any accumulated sick leave allowable under this section shall be made only after the school year is ended. Said deductions shall be made only if the number of days of excused absences exceed fifteen (15) days in any school year and/or if the number of days earned causes the accumulation to exceed the maximum accumulation under this section. Teachers will be notified of the extent of their accumulated sick leave no later than November 1 of the current school year.

Section II. A teacher may utilize sick leave for absences due to personal illness, injury or disability. In addition, a teacher may utilize sick leave for absences required by the bedside care of immediate family members who are defined as the parents, spouse, or child(ren) of the teacher. Sick leave may not be used for personal business as defined in Article XXI. The requirements of Sections III and IV shall also apply to the use of sick leave for bedside care of immediate family members. In no case may the Sick Leave Bank be utilized for the bedside care of immediate family members. Leave may be taken under this provision in one-half (1/2) day increments under a pilot

program during the effective dates of this collective bargaining agreement. If no issues for either party arise during the pilot program leave may be taken in in one-half (1/2) day increments in the successor to this collective bargaining agreement.

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

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

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

Section VI: Sick Leave Bank.

- A. The purpose of the Sick Leave Bank is to provide extended sick leave coverage to any professional status teacher who has exhausted his/her sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph B, below. A teacher may access the Sick Leave Bank for absences due to or resulting from an extended and/or serious injury, illness or disability.
- B. To be eligible to join the Sick Leave Bank as a member a teacher must have professional status and must contribute one (1) day of his/her accumulated sick leave to the Bank by October 15 of the current school year.
- C. The Bank will be administered by a committee of four persons; two members representing the School Committee and two members representing the Association, to be known as the Sick Leave Bank Committee.
- D. All requests for the use of sick days from the Sick Leave Bank shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee may approve a request for the use of sick leave bank days in an amount up to twenty (20) days for the initial request. Any subsequent requests may extend the number of sick leave bank days to no greater than the number of days required to qualify for Long Term Disability Coverage. However, the total period of entitlement shall not exceed sixty-five (65) total per certified disability. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of sick leave bank benefits must be accompanied by a new application and current medical documentation.
- E. In acting upon requests for sick days from the Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:
 - 1. Adequate medical evidence;
 - 2. Prior utilization of sick leave and/or the Sick Leave Bank;

3. Reasons for and propriety of prior use of sick leave and,
 4. The member's intent to return to service in the Stoughton Public Schools.
- F. In order for a member to be eligible for sick leave bank benefits in a successive school year, he/she must return to work for a period of time at least as long as the period for which he/she received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.
 - G. The decisions of the Sick Leave Bank Committee are final and not subject to the Grievance and Arbitration Procedure.
 - H. When the Sick Leave Bank drops below one hundred and eighty-two (182) days, all members of the Sick Leave Bank must contribute one (1) day of sick leave to the Bank on the first workday of the following month. On September 1 of each school year, each member will automatically donate a day to the Bank if the Bank dropped below one hundred and eighty-two (182) days in the month of June.
 - I. Any member currently receiving Sick Leave Bank benefits may continue to be eligible for Sick Leave Bank benefits even though the Bank drops below one hundred and eighty-two (182) days and the member does not have a day to contribute to the Sick Leave Bank. He/she will automatically have a day of sick leave deducted and contributed to the Bank as soon as he/she has earned a sick day.

Section VII: Sick Leave Buy Back:

- A. Teachers whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken except as follows: Any employee covered by this Agreement who has completed a minimum of fifteen (15) years but less than twenty (20) years full time service or its part-time equivalency in the Stoughton School System and retires into the Massachusetts Teachers Retirement System (MTRS) shall be entitled to an amount of money equal to ten dollars (\$10) per day multiplied by the number of days accumulated up to and including one hundred (100) days and forty dollars (\$40) per day multiplied by the total number of accumulated days between one hundred and one (101) days and three hundred (300) days. In the event of death, amounts due to an employee under this provision shall be deemed by the School Committee to be fully earned and payable to the teacher's Executor or administrator.
- B. Any employee covered by this Agreement who has completed a minimum of twenty (20) years or more of full time service or its part-time equivalency in the Stoughton School System and retires into the Massachusetts Teachers Retirement System (MTRS) shall be entitled to an amount of money equal to twenty dollars (\$20) per day multiplied by the number of days accumulated up to and including one hundred (100) days and fifty dollars (\$50) per day multiplied by the total number of accumulated days between one hundred and one (101) days and three hundred (300) days. In the event of death, amounts due to an employee under this

provision shall be deemed by the School Committee to be fully earned and payable to the teacher's Executor or Administrator.

Personnel who intend to participate in this program must notify the Superintendent of Schools by November 1 of the calendar year preceding the retirement and each such notice shall be submitted in writing. Payment shall be made on or before July 31st of the year of retirement. Personnel who intend to participate in this program may not retire during a school year. In the case of hardship and/or an extraordinary change of circumstance, the notification deadline may be waived, at the discretion of the superintendent, subject to the approval of the School Committee. If the waiver request is granted, the date of the payment will be determined by the School Committee. If the waiver request is denied, the denial is final and binding and is not grievable or arbitral.

Section VIII. Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service.

Section IX. An individual with a disability resulting from an operation during the work year shall not be eligible to use sick leave unless the attending physician certifies that the operation was of a nature demanding emergency treatment.

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

ARTICLE XXI

Temporary Leaves of Absence with Pay

Section I: Bereavement Leave

- A. Immediate Family - Immediate Household: Teachers will receive up to five (5) school days off, with pay, in the event of death in the immediate family and/or any member of the immediate household other than those identified as "immediate family." The term "immediate family" means the teacher's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandchild.
- B. Relatives: Teachers will receive three (3) school days off, with pay, in the event of the death of a teacher's brother-in-law, sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household, in which event the teacher will be entitled to the five school days provided in Paragraph A, above, of this section.
- C. In the case of special circumstances, staff may apply in writing to the Superintendent or their designee for consideration in granting bereavement leave not enumerated

above.

- D. Absences under Paragraphs A, B, and C of this Section will not be deducted from the annual and/or cumulative sick leave.
- E.. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section II. Three days of the annual sick leave allowance may be used for personal, legal, business, household, or family matters which require absence during school hours. Application for this personal leave must be made at least twenty-four (24) hours before the taking of such leave except in the case of an emergency. When personal leave is taken, a statement of the category under which the leave is being taken will be submitted within two (2) school days of taking such leave to the office of the Superintendent. Leave may be taken under this provision in one-half ($\frac{1}{2}$) day increments. The benefits of this paragraph shall not be utilized to extend a holiday, vacation period or long weekend without the express permission of the Superintendent. Requests are to be in writing at least two weeks before the date of the potential personal day.

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

Section IV. A regular employee may be granted leave of absence with pay for one (1) day to attend commencement exercises at which he will be awarded a degree or a professional diploma in education. A regular employee may be granted leave of absence with pay for one (1) day to attend graduation exercises at which a member of his immediate family will be awarded a degree or diploma which represents the completion of at least two years of post-high school study.

Such absence will be deducted from the annual and/or cumulative sick leave. For the purposes of this regulation, immediate family is defined as father, mother, husband, wife, son or daughter.

Section V. Attendance at educational meetings and conferences, school health meetings and conferences, including Massachusetts Teachers Association and/or National Education Association conferences and conventions, may be approved by the Superintendent of Schools.

Section VI. Teachers will be entitled to a leave of absence with pay each school year for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or any other legal proceeding if the presence of the teacher is required by subpoena to be a witness. Such leave will be in addition to sick leave to which the teacher is entitled.

ARTICLE XXII

Parental Leave of Absence

Section I. A parental leave of absence shall be granted upon request to any teacher for any purpose related to the actual or prospective rearing of a newly born or adopted infant, provided that:

- A. The teacher has completed three (3) consecutive months as a unit employee of the Committee.
- B. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal.
- C. The teacher shall notify the Superintendent, in writing, at least four (4) weeks prior to the probable date said leave or disability is to commence. At the time of the notification, the teacher shall select, in writing, one of the following options, if applicable:
 1. Option A. Extended leave without pay, and as to female employees, with entitlement to sick leave benefits for certified disability due to childbearing and/or childbirth and recovery there from during the period of this leave
 2. Option B. Massachusetts statutory maternity leave of eight (8) weeks with entitlement to sick leave benefits for certified disability resulting from childbearing and/or childbirth and recovery there from during the period of this leave.

Section II. The provisions of Option A are as follows:

- A. The duration of the leave shall be as follows:
 1. No leave shall be more than two (2) years;
 2. If a female employee's period of disability due to pregnancy, childbirth and recovery occurs immediately prior to an anticipated parental leave, the parental leave shall commence with the first day after the last day of certified disability;
 3. All requests for leaves under this Article are irrevocable except that in unusual situations, such as an infant death or miscarriage, a teacher may return to work on a date different from the return date selected in the original leave application provided that Superintendent receives written notice at least thirty (30) days prior to the intended return. The Superintendent may require the teacher to return on the first day of the next marking period following said notification.

Section III. A teacher who chooses Option B, but whose leave extends beyond eight (8)

weeks and who is not certified disabled shall be considered on leave under Option A, and shall be required to notify the Superintendent, in writing, as to her return date.

Section IV. An employee requesting a parental leave of absence must indicate at the time of application for said leave the Option selected and the intended date of return pursuant to the Option selected. An employee must notify the Superintendent, in writing, at least four (4) school weeks prior to the expiration of the leave of his/her intention to return to work. Any employee who fails to so notify the Superintendent in writing, or who does furnish said written notice, but fails to return to duty at the expiration of the leave without good reason, shall be deemed to have resigned, and the Committee's obligation to provide a position for said employee shall cease.

Section V. In order for entitlement to sick leave benefits to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the employee will have to return to full-time active service and be granted an additional leave of the type provided under Option A or Option B above. The parties agree that sick leave benefits for disability due to childbirth and recovery therefrom will not be allowed for an employee who is on any kind of approved extended leave of absence. In addition, employees will not be entitled to sick leave benefits for any other illness and/or disabilities incurred while on maternity leave, except as provided in this Article.

Section VI.

- A. Employees returning to work as prescribed above shall be restored to their same position with the same status as the date of her leave unless the position has been impacted by Article XII, Transfers, Vacancies, Etc., Section X.
- B. All other benefits to which an employee was entitled at the time leave of absence commenced, including any unused sick leave, shall be restored upon return.

Any employee returning from parental leave in any year subsequent to the year in which the leave was taken shall be advanced to the next step on the salary schedule provided said employee completed ninety-one (91) work days during the year in which the parental leave commenced.

Section VII. Adoption of Non-Infant. A paid leave of absence shall be granted for a total of up to eight (8) weeks for the purposes of adopting a non-infant. Said leave may be taken non-consecutively. This leave shall be paid from sick leave accumulated in accordance with this Article. The teacher shall notify the Superintendent, in writing, at least four (4) weeks prior to the probable date said leave is to commence.

Section VIII. Non-Birthing Parent. A paid leave of absence shall be granted to a non-birthing parent for a total of up to two (2) weeks for any purpose related to the actual or prospective rearing of a newly born child. This leave shall be paid from sick leave accumulated in accordance with this Article. The teacher shall notify the Superintendent, in writing, at least four (4) weeks prior to the probable date said leave is to commence.

ARTICLE XXIII

Extended Leaves of Absence

Section I. Sabbatical Leave

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

Section II. Military Leave

The Committee will comply with all State and Federal Laws with respect to military leaves of absence.

Section III. Career Exploration Leave

- A. A teacher may apply for, and shall be granted, a leave of absence without pay or increment for a period of one (1) year for the purpose of exploring an alternative career. No extensions of career exploration leave shall be granted to an employee if such an extension would prevent granting said leave to a new applicant.

- B. A teacher who desires such a leave of absence shall apply in writing to the School Committee no later than January 31 of the school year preceding the school year in which the teacher desires to take the leave of absence.
- C. No more than five (5) percent of the bargaining unit may be on said leave of absence during any one school year.
 - 1. No more than one (1) teacher in a discipline category, other than K-6, as defined in Article XII, Section X, nor more than one (1) teacher in an elementary school building, can be on such a leave of absence during any one school year.
 - 2. In the event the number of applicants in any category exceed the above limits, the Committee shall select from among said applicants first on the basis of the date of earliest application and then by seniority.
 - 3. The School Committee may grant leave to applicants in excess of the limits described under this section if it is deemed to be in the best interests of the school system.
- D. A teacher on a career exploration leave must notify the School Committee, in writing, no later than January 31 of the year in which the teacher is on leave of his/her intention to return to work in the Stoughton Public Schools.

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

Section V. Discretionary Leaves

If granted a leave other than one which has a stated return date covered by this contract, the Superintendent must be notified of a unit member's intent to return to work by July 1 of the year of said leave. Failure to do so will be deemed a resignation.

Section VI. Family and Medical Leave

The Committee will comply with all State and Federal Laws with respect to family and medical leave.

Eligible employees are entitled to use a total of twelve (12) weeks of leave within a twelve (12) month period. The twelve (12) week leave entitlement is measured forward from the employee's first use of FMLA on a rolling basis. Thus, if an employee takes four (4) weeks of FMLA on February 1, 2007, four (4) weeks of FMLA leave on September 15, 2007 and four (4) weeks of FMLA leave on December 1, 2007, this employee would not be entitled to any additional FMLA leave until February 1, 2008, when the employee would be entitled to twelve (12) weeks of FMLA leave to use within the following twelve (12) months.

ARTICLE XXIV

Personal Injury Benefits

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

ARTICLE XXV

Protection

Section I. Teachers will immediately report all cases of abusive conduct, including unprofessional behavior, and/or torts suffered by them in connection with their employment to the Superintendent of Schools in writing.

Section II. This report will be forwarded to the Committee which will comply with any reasonable request from the 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. In addition, any student involved in such assault will be promptly and properly disciplined after the responsibility has been established.

Section III. Teachers shall be indemnified for claims against them as provided by General Laws, Chapter 258 pertaining to furnishing legal counsel to a teacher in a criminal proceeding brought against the teacher alleging he or she committed an assault in connection with his or her employment.

Section IV. If the teacher unwillingly or negligently fails to report forthwith a case of abusive conduct, including unprofessional behavior, and/or tort suffered by him/her in connection with his/her employment to the Superintendent of Schools, in writing, such teacher waives all rights of protection under this Section.

ARTICLE XXVI

General Provisions

Section I. In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Stoughton School System, and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that once every month it or its designated representative will, upon request of the Association, meet at a reasonable time and

place with the Association to consult about any matters of concern or interest to the Association. The Association agrees that prior to one week before the date scheduled for said consultation the Association will submit a written agenda of subjects about which it desires to consult at the meeting to the Superintendent of Schools, and that the consultation will normally be confined to subjects on that agenda. It is further agreed that the provisions of this Section will in no way be construed as broadening or restricting the scope of other Sections of this Agreement. In addition, the parties agree that the Bargaining Teams shall meet every six months to discuss matters of mutual interest.

Section II. This Agreement shall be between the Committee and the Association and a .PDF version of it shall be made available to each person who is a member of the bargaining unit. This .PDF shall be accessible to all bargaining unit members on school property during contractual work hours.

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

Section IV. The School Committee will, forthwith upon adoption, distribute to the President of the Stoughton Teachers Association two (2) copies of its administrative regulations and policies concerning wages, hours, and other conditions of employment which may have an effect upon teachers covered by this Agreement.

Section V. (This provision does not apply to the school nurses) Teachers who have completed two years of service beyond the acquisition of PTS shall not be required to submit plan books. Plan books will continue to be maintained as a professional expectation. The plan books of other teachers and all rank or mark books shall be submitted at the end of each school year in accordance with the requirements listed in the Unit A Agreement, General Organization Bulletin, and Information for the Closing of School. Teacher rank books shall be used for answering questions arising with respect to marks. Before a conference is scheduled with a parent for a discussion of marks, the administrative principal will seek to have the teacher present if he or she so desires. Sufficient notification shall be by certified mail, return receipt. The above will be available upon request to all teachers within one week after the opening of the next school year. Materials not requested will be kept on file for one school year.

Section VI. The required notification by a teacher of termination of employment is thirty (30) days. It will be expected that a teacher will make every effort to give his notice of resignation as soon as possible.

ARTICLE XXVII

Separability and Renegotiation

To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with Federal or State Law, then either party shall have the right to open discussions with the other

party with a view to the elimination and/or modification of such provision. In the event of any provisions of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect. If any provision which has been excluded from this Agreement, solely because of the restriction of the law, is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then both parties shall meet and restore such provision to the extent permitted.

ARTICLE XXVIII

Special Subject Teachers

Section I. Special subject teachers will be defined as those teachers in the areas of art, music, physical education, speech therapy, and remedial reading.

Section II. Special subject teachers in addition to their regular salary will receive travel compensation from September to June inclusive as follows:

\$20.00 per month if scheduled to more than one school per day per week.

\$40.00- per month if scheduled to more than two schools per day per week.

Section III. Special subject teachers shall be evaluated by their immediate supervisors in their respective departments and the building principals.

Section IV. Scheduling of special subject classes will be done by the principals in consultation with the teacher and department coordinator and/or director. Final approval of all scheduling shall be subject to the approval of the Central Administration.

Section V. Mileage for out-of-town travel will be reimbursed at the current IRS mileage allowance upon submission of mileage records.

ARTICLE XXIX

Directors

Section I: The following shall be the various directors, their departments, grade responsibility, teaching load and salary

<u>Grade Responsibility</u>	<u>Teaching Load</u>	<u>Stipend</u>	<u>Evaluation</u>	<u>Observation</u>
-----------------------------	----------------------	----------------	-------------------	--------------------

Level I

Guidance	K-12	See Appendix B	No	Yes
----------	------	----------------	----	-----

Level II

Fine Arts	K-12	10 periods per week	See Appendix B	No	Yes
-----------	------	---------------------	----------------	----	-----

Level III

9-12 up to 20 periods per week See Appendix B

English	No	No
Math and Business	No	No
Natural & Applied Sciences and Physical Education/ Health	No	No
Social Studies	No	No
World Languages	No	No

Section II. The work year for all the directors listed above shall be ten months. The director shall also work an additional two weeks, as needed and funded.

Section III. Directors shall not be required to perform non-teaching duties.

Section IV. Positions of Level 2 Directors shall be posted and filled every two (2) years. Positions of Level 1 and Level 3 Directors will be posted and filled every year.

a. These positions shall be filled by the Superintendent.

It is understood and agreed that this provision in no way shall limit the right of the Superintendent to remove a Director for just cause during the two (2) year period he/she had been elected to serve.

Section V. In consideration of the increase in teaching load and the reduction in compensation, the directors shall not be required to do the following:

- Planbook checks
- Collect rankbooks
- Summer duties including but not limited to:
 - Final class counts
 - Assignments to computer classroom
 - Be responsible for any duties associated with summer school
- "Kids Vote" at K-8 level

ARTICLE XXX

Guidance Counselors and Assistants to the
Administrator of Special Education

Guidance counselors and assistants to the Administrator of Special Education became members of the Stoughton Teachers Association, Unit A, and their salaries reflect proper level for training and experience.

A. Counselors and assistants to the Administrator of Special Education will work the Unit A contract — 182 school days.

B. Counselors will be eligible for one additional week of employment at 1/52 of their

annual salary. The time of the one week will be determined by the Department Director of Guidance, and approved by the Superintendent of Schools and may consist of days before the official opening of school and days after the official closing of school but not to exceed one week.

- C. The work day of counselors and assistants to the Administrator of Special Education shall be as follows:
- | | |
|-------------------|--|
| <u>Secondary</u> | 7:15 a.m. to 2:30 p.m. |
| | - or - |
| <u>Elementary</u> | 7:45 a.m. to 3:00 p.m.
8:30 a.m. to 3:45 p.m. |
- D. One Counselor will be employed at the Middle School level for a four-week period beyond the negotiated work year of school counselors at a weekly rate of 1/52 of his/her annual salary.
- E. Two counselors will be employed at the Senior High School level for a four-week period beyond the negotiated work year of school counselors at a weekly rate of 1/52 of their annual salary.
- F. The School Committee will use every best effort to maintain the current level of counseling services at the Senior High School.
- G. Additional counseling staff at any level may be employed for special projects subject to the recommendation of the Superintendent of Schools with the approval of the School Committee at a weekly rate of 1/52 of their annual salary.
- H. Compensatory time may be approved by the Department Director of Guidance, and the Superintendent of Schools for time spent for special conferences with parents beyond the regular work day.

ARTICLE XXXI

Textbooks

Section I. The Association recognizes the authority of the Committee and its administrators to be the final judge of all textbooks. Textbook recommendations will be made by the curriculum committees. All teachers may submit recommendations to the curriculum committee and said recommendation shall be given full consideration.

ARTICLE XXXII

Permanent Substitute

Section I. The Stoughton School Committee agrees to provide the Association when requested, in writing, up-to-date names and assignments of personnel filling permanent substitute positions.

Section II. Permanent substitutes shall be paid at Bachelor's minimum unless they have a Master's degree in which case they will be paid Master's minimum.

Fringe benefits will be granted to permanent substitutes on a pro rata basis.

Section III. Permanent substitutes are those initially hired on a long-term basis to fill a vacancy caused by:

- A. Retirement, resignation, or death occurring prior to April 15.
- B. Promotion occurring prior to April 15.
- C. A requested maternity leave for a full year and/or the remainder of the school year in excess of eight weeks.
- D. Authorized sabbatical leave or long-term military leave.
- E. Or any other long-term leave mandated by the contract or granted by the committee which leave occurs prior to April 15.

ARTICLE XXXIII
Part-Time Employees

Section I. Definition: A regular part-time employee is any person, excluding per diem, temporary and permanent substitutes, involving a regular assignment in a discipline or job classification but where the scheduled hours of work are decreased below the scheduled hours of work which comprise full-time employment under this Agreement.

Section II. Scope:

A. The provisions of this Article shall apply to both voluntary and involuntary part-time employees.

- 1. For the purposes of this Article, "voluntary part-time" shall include full-time employees who have elected to fill a part-time position and newly appointed teachers entering the Stoughton School System on a part-time basis.
- 2. "Involuntary part-time" shall include only those employees who have been affected by the application of Article XII, Section X.

B. In general, part-time positions may be created if there is a significant reduction of work over the work normally performed within a given job classification or discipline category; where a combination of part-time positions into full-time positions may not be accomplished to satisfy the needs of the System; or where there is additional work not sufficient for the establishment of a full-time position.

In the event the School Committee deems it necessary to create part-time positions

not covered by the foregoing criteria, the School Committee will consult with the Association prior to advertising and filling the position.

Section III. Compensation:

- A. Part-time employees shall be paid a salary in accordance with Article XVIII, Salaries, and commensurate with a ratio defined below.
 - 1. An employee scheduled to work a part of the scheduled work week shall be paid a ratio of annual salary which reflects the number of days actually worked in relation to the number of days comprising the normal work week.
 - 2. An employee scheduled to work a part of a day shall be paid a ratio of salary determined by dividing the number of scheduled work hours by the length of the normal workday as defined by Article VIII or Article XXX.
 - 3. If the assignment of a part-time employee to extra class coverage extends his/her hours of work, said teacher shall be compensated in accordance with paragraph b. above. Class coverage compensation shall be in accordance with Article VIII, Teachers' Duties, Section VI when the extra class coverage occurs during the part-time teacher's regular work schedule.

Section IV. Seniority Rights:

Part-time employees shall accrue seniority commensurate with their ratio of salary.

Section V. Recall Rights:

- A. Voluntary part-time employees shall be recalled only to a part-time position and in accordance with Article XII, Section X, F.
- B. Involuntary part-time teachers shall be recalled to any available open full-time position in accordance with Article XII, Section X, F.

Section VI Duties:

The work hours of part-time teachers shall be contained within the starting and dismissal times for full-time teachers as set forth in Article VIII, Section I.

Section VII. Non-Teaching Duties

The provisions of Article IX, Non-Teaching Duties, shall apply to regular part time teachers, except that the hours of work contained in Sections VIII and I shall not be figured into the computation of salaries under Section C of this Article.

Section VIII. Transfers, Vacancies, Promotions and Reductions in Force:

- A. Involuntary part-time employees shall have all of the benefits of Article XII of this Agreement.
- B. Voluntary part-time employees may be transferred only to another part-time position.

- C. Article XII, Section X, shall apply to all voluntary part-time employees except that Section X(E),(4) shall apply to voluntary part-time employees only when the position involved is a part-time position.
- D. Article XII, supra, Section X, G is amended to provide that the seniority list shall indicate the status of regular part-time employees by the additional designation of either "voluntary" or "involuntary."
- E. Sick Leave:
 - 1. Part-time employees who work full work days for a part of the scheduled work week shall earn sick leave in the same proportion as their part-time employment status.
 - 2. Part-time employees who work part of a scheduled work day each day of each scheduled work week shall earn sick leave at the rate of 1 1/2 work days per calendar month up to fifteen (15) work days per year. It is understood that a work day is the number of hours per day that an employee is scheduled to work.
 - 3. Sick leave accumulation for regular part-time employees shall be in the same manner as for full-time employees under Article XX, Sick Leave, Section I.
 - a. Sick leave days accumulated as a full-time employee shall be converted to part-time equivalency where a full-time employee's employment is changed to part-time.
 - b. Sick leave days accumulated as a regular part-time employee shall be converted to full-time equivalency where a regular part-time employee's employment is changed to full-time.
 - 4. The provisions of Article XX, Sections II-V shall apply to all part-time personnel.
 - 5. The provisions of Article XX, Section VI shall generally apply to all part-time personnel except that deductions from the bank and allotments to part-time employees, shall be commensurate, where applicable, with the part-time employment status of the part-time employee drawing from the bank.
 - 6. The provisions of Article XX, Sections VII-X shall apply to all part-time personnel.

Section IX. Other Benefits and Obligations:

- A. Full Coverage: Article I, Recognition; Article II, No Discrimination; Article III, Professional Association Duties/Dues Deduction; Article V, Grievance Procedure; Article VI, Rights of Committee; Article VII, No Strike; Article X, Class Size; Article XI, Teacher Assignment;

Article XIII, Teacher Evaluation; Article XV, Teacher Facilities; Article XVI,

Position in Summer School, Evening School, and Under Federal Programs; Article XVII, Professional Development and Educational Improvement; Article XXII, Parental Leave of Absence; Article XXIV, Personal Injury Benefits; Article XXV, Protection; Article XXVIII, Special Subject Teachers; Article XXXI, Textbooks; Article XXXIV, Early Retirement Incentive Program; Appendix B, Extracurricular Salary Schedule; Appendix C, Salary Schedule, Athletic Coaches

B. Total Exclusions: Article XXXII, Permanent Substitutes

C. Modified Coverage:

1. As specified under various other provisions of this Article.
2. Article XXXIV, Early Retirement Incentive, Section B is modified as to regular part-time employees as follows:

In the event an employee with any part-time service applies for an early retirement incentive, the School Committee shall consult with the Association to determine the early retirement incentive amount due to that employee.

ARTICLE XXXIV

Early Retirement Incentive Program
(This provision does not apply to the school nurses)

Section I. For members who will retire/resign no sooner than August 31, 2003, the following provisions will apply:

- A. A professional status teacher who is eligible for retirement under G.L. c.32 and who desires to leave the Stoughton Public Schools prior to attaining the age of sixty-two (62) may make an irrevocable application to be granted an early retirement incentive;
- B. The early retirement incentive amount shall be fifty percent (50%) of the difference between Step 1 and the step placement of the individual teacher within the teacher's degree column;
- C. A teacher who desires the early retirement incentive under this program shall apply to the Superintendent no later than November 1 for his/her termination to be effective one year from the following August 31.

Section II. Any teacher who applies for the early retirement incentive and who receives such an incentive shall be deemed to have resigned, effective August 31, two years from the date of application.

Section III. Effective August 31, 2020, for members who will retire/resign, Sections A and B above will no longer apply, and this Section and Section D will apply as follows:

- A. A professional status teacher who is eligible for retirement under G.L. c.32 and who

desires to leave the Stoughton Public Schools prior to attaining the age of sixty (60) may make an irrevocable application to be granted an early retirement incentive;

B. The early retirement incentive amount shall be the difference between Step 1 and the step placement of the individual teacher within the teacher's degree column-in accordance with the following schedule:

AGE	PERCENTAGE DIFFERENCE
57	75%
58	50%
59	25%
60	15%

C. A teacher who desires the early retirement incentive under this program shall apply to the Superintendent no later than November 1 for his/her termination to be effective one year from the following August 31. Failure to comply with the foregoing notice requirements forfeits any entitlement to the Early Retirement Incentive Program.

Section IV. Any teacher who applies for the early retirement incentive and who receives such an incentive shall be deemed to have irrevocably resigned, effective August 31, two years from the date of application.

Early Retirement Incentive Program Nurses
(This provision only applies to the school nurses)

Section V. Beginning September 1, 2001, members who will retire/resign no sooner than August 31, 2003, the following provisions will apply:

- A. A nurse who is eligible and who desires to leave the Stoughton Public Schools prior to attaining the age of sixty-two (62) may make an irrevocable application to be granted an early retirement incentive;
- B. The early retirement incentive amount shall be fifty percent (50%) of the difference between Step 1 and the placement of the individual nurse within the nurses' degree column;
- C. A nurse who desires the early retirement incentive under this program shall apply in writing to the Superintendent no later than November 1 for his/her termination to be effective August 31 of the next fiscal year.

Section VI. Any nurse who applies for the early retirement incentive and who receives such an incentive shall be deemed to have resigned, effective August 31, following the date of the application.

ARTICLE XXXV

(This provision only applies to the school nurses)

Nurses

Section I. All nurses will be reimbursed for necessary use of their personal vehicle at the rate of forty-eight cents per mile, upon receipt of approved documentation.

Section II. Summer Work: Nurses may be employed up to twenty five (25) hours at the Elementary Level and up to thirty (30) hours at the Secondary Level and Director position at the per diem rate of pay or fraction thereof as compensation for State-mandated work during the summer vacation period with prior approval of the Superintendent or his/her designee.

Section III. Substitutes: The Stoughton School Department shall provide daily, substitute nurses in the absence of any regular staff school nurse. In all cases of absences, the nurse involved will notify the Director of Nurses between 6:15 a.m. and 6:30 a.m. Upon receipt of this information, the Director of Nurses will contact a qualified substitute from the list of available substitutes furnished by the Superintendent's Office. The substitute list shall be kept up to date by the Director of Nurses. Efforts to find a substitute shall not be terminated until every qualified person on the list has been contacted, or attempts have been made to contact them. The Stoughton Public Schools should carry on a continuous program of recruitment of qualified and available substitutes in order that a sufficient number shall be available when needed.

ARTICLE XXXVI

Duration of Agreement

Section I. It shall be a one year and a three (3) year Agreement effective beginning September 1, 2020 to August 31, 2023.

Section II. Not later than October 1, 2022 the Committee agrees to enter into negotiations with the Association for a successor Agreement.

In Witness Whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this _____ date of _____, 2020.

SCHOOL COMMITTEE OF
STOUGHTON, MASSACHUSETTS

Sandra Groppi

Katie Pina-Enokian

Sandra Groppi, Chair
Katie Pina-Enokian, Vice Chair
Joseph McDonough
Anita Hill
Molly Cochran

STOUGHTON TEACHERS
ASSOCIATION, UNIT A

*Mollie
O'Connell*

Andrea McCormick

Ken Kalen

Jessica Rosenthal

Megan Drumm

Craig Beaulieu

Andrew Whiting

Mollie O'Connell, President
Andrea McCormick, Chair
Kenneth Kalen
Jessica Rosenthal
Megan Drumm
Craig Beaulieu
Andrew Whiting

Appendices A, B, C, D and all Hourly Rates

Appendices A- D – Salary Schedule

1 .

- a. Effective September 1, 2020, increase the salary schedule in Appendix A in effect as of August 31, 2020 by adding \$1,000 to Step 1 and then increase the Appendices A, B, C and D by one percent (1.0%)
- b. Effective September 1, 2021, increase the amounts in effect in Appendices A, B, C and D as of August 31, 2021 by one and a half percent (1.5%)
- c. Effective September 1, 2022, increase the amounts in effect in Appendices A, B, C and D as of August 31, 2022 by one and half percent (1.5%)

UNIT A SALARY SCHEDULE September 1, 2020- August 31, 2021

increase step 1 by \$1,000 then increase all steps 1%

Step	B	B15	M	M15	M30	M45/ CAGS	M+60	D
1	46,166	47,166	49,912	50,911	51,909	52,861	53,833	54,389
2	47,694	48,323	51,855	52,587	54,375	55,399	56,441	56,996
3	49,707	51,350	54,375	55,634	57,398	58,481	59,585	60,139
4	52,608	54,375	57,398	59,033	60,424	61,567	62,734	63,290
5	55,134	56,893	60,424	61,931	63,448	64,652	65,879	66,434
6	57,652	59,415	63,448	64,711	66,966	68,241	69,540	70,095
7	60,424	62,939	66,467	67,477	70,003	71,340	72,701	73,256
8	63,945	65,970	70,507	71,002	73,017	74,414	75,836	76,391
9	66,967	68,988	73,017	74,528	77,556	79,045	80,561	81,115
10	71,002	72,515	77,556	78,567	80,585	82,132	83,712	84,267
11	75,042	77,050	81,591	83,349	84,610	86,238	87,900	88,455
12	78,678	80,787	85,559	87,408	88,735	90,443	92,192	92,747
13	84,057	86,692	88,481	90,393	91,764	93,536	95,344	95,900
14			91,625	93,546	94,923	96,703	98,522	99,078

UNIT A SALARY SCHEDULE September 1, 2021 – August 31, 2022

increase schedule by 1.5%

Step	B	B15	M	M15	M30	M45/ CAGS	M+60	D
1	46,859	47,873	50,661	51,675	52,688	53,654	54,640	55,204
2	48,410	49,048	52,633	53,375	55,191	56,229	57,287	57,851
3	50,453	52,121	55,191	56,468	58,259	59,358	60,479	61,042
4	53,397	55,191	58,259	59,919	61,331	62,490	63,675	64,239
5	55,961	57,747	61,331	62,860	64,400	65,622	66,867	67,430
6	58,517	60,306	64,400	65,681	67,971	69,264	70,583	71,146
7	61,331	63,883	67,464	68,489	71,053	72,410	73,791	74,355
8	64,904	66,960	71,565	72,067	74,112	75,530	76,973	77,537
9	67,972	70,023	74,112	75,646	78,719	80,230	81,769	82,332
10	72,067	73,603	78,719	79,745	81,794	83,364	84,968	85,531
11	76,168	78,206	82,815	84,599	85,879	87,531	89,219	89,782
12	79,858	81,999	86,843	88,720	90,066	91,800	93,575	94,138
13	85,318	87,993	89,808	91,749	93,140	94,939	96,774	97,338
14			93,000	94,949	96,347	98,154	100,000	100,564

UNIT A SALARY SCHEDULE September 1, 2022 to August 31, 2023

increase schedule by 1.5%

Step	B	B15	M	M15	M30	M45/ CAGS	M+60	D
1	47,561	48,592	51,421	52,450	53,478	54,459	55,460	56,032
2	49,136	49,784	53,423	54,176	56,019	57,073	58,147	58,719
3	51,210	52,902	56,019	57,315	59,133	60,249	61,386	61,957
4	54,198	56,019	59,133	60,818	62,251	63,427	64,630	65,203
5	56,800	58,613	62,251	63,803	65,366	66,606	67,870	68,442
6	59,394	61,211	65,366	66,667	68,990	70,303	71,641	72,214
7	62,251	64,841	68,476	69,517	72,119	73,497	74,898	75,470
8	65,878	67,964	72,638	73,148	75,224	76,663	78,128	78,700
9	68,991	71,073	75,224	76,781	79,900	81,434	82,996	83,567
10	73,148	74,707	79,900	80,942	83,021	84,615	86,242	86,814
11	77,310	79,379	84,057	85,868	87,167	88,844	90,557	91,128
12	81,056	83,229	88,145	90,050	91,417	93,177	94,978	95,551
13	86,598	89,313	91,155	93,125	94,537	96,363	98,226	98,798
14			94,395	96,374	97,792	99,626	101,500	102,073

APPENDIX B
EXTRA-CURRICULAR
COMPENSATION

Effective 8/31/20 1%
Effective 9/1/21 1.5%,
Effective 9/1/22 1.5%,

9/1/2020 9/1/2021 9/1/2022

1.00% 1.50% 1.50%

LEVEL IA

LEVEL IB

Advisory Program Coordinator

5,923 6,011 6,102

LEVEL IIA

World of Difference Advisor

2,747 2,788 2,830

LEVEL IIB

High School Newspaper

2,340 2,375 2,411

Literary Advisor to Yearbook	2,340	2,375	2,411
Senior Class Advisor	2,340	2,375	2,411
Student Council Advisor	2,340	2,375	2,411
DECA Advisor	2,340	2,375	2,411
Destination Imagination Advisor	2,340	2,375	2,411
High School Event Production	2,340	2,375	2,411

LEVEL IIIA

Peer Leader Advisor (federally funded)	1,718	1,744	1,770
--	-------	-------	-------

LEVEL IIIB

SHS Math Competition Advisor	1,472	1,494	1,516
Yearbook Advisor Middle School	1,472	1,494	1,516
Science Olympiad	1,472	1,494	1,516

LEVEL IV

Financial Advisor to Year Book	1,255	1,274	1,293
Junior Class Advisor	1,255	1,274	1,293
Sophomore Class Advisor	1,255	1,274	1,293
Freshman Class Advisor	1,255	1,274	1,293
National Honor Society Advisor	1,255	1,274	1,293
Middle School Student Council	1,255	1,274	1,293
Middle School Math Team	1,255	1,274	1,293
OMS After School MCAS	1,255	1,274	1,293
OMS Science Club	1,255	1,274	1,293
OMS Saturday MCAS	1,255	1,274	1,293
Elementary MCAS (Subject to Grant Funding)	1,255	1,274	1,293
Gay Straight Alliance	1,255	1,274	1,293
Intramural OMS (2 positions)	1,255	1,274	1,293
Student Reporters Advisor OMS	1,255	1,274	1,293

LEVEL V

S.A.D.D. Advisor (federally funded)	1,038	1,054	1,070
-------------------------------------	-------	-------	-------

LEVEL VI

Curriculum Work Team	150	153	155
	304	309	313
	455	461	468
	607	616	625
	760	771	782
Extended Day (Per Hour)	40	41	42

Elementary Assistant Principals

Dawe School	2,668	2,708	2,749
Gibbons	2,668	2,708	2,749
Hansen	2,668	2,708	2,749
South	2,668	2,708	2,749
West	2,668	2,708	2,749

Head Teachers

Middle School English	2,668	2,708	2,749
Middle School Math	2,668	2,708	2,749
Middle School Science	2,668	2,708	2,749
Middle School Social Studies	2,668	2,708	2,749
Secondary Reading	2,668	2,708	2,749
Middle School Foreign Language	2,668	2,708	2,749
ELE	2,668	2,708	2,749

Liaisons

Math Liaison	2,327	2,362	2,397
--------------	-------	-------	-------

Technology Liaison	2,327	2,362	2,397
Student Attendance & Discipline	2,425	2,461	2,498
<u>Lead Teachers</u>			
Art	1,631	1,656	1,680
<u>Directors:</u>			
Guidance & Testing	7,207	7,315	7,425
plus per capita	211	214	217
Fine Arts	4,902	4,975	5,050
plus per capita	211	214	217
Math	5,551	5,634	5,719
English	5,551	5,634	5,719
Social Studies	5,551	5,634	5,719
Applied and Natural Science and Physical Education and Health	5,551	5,634	5,719
World Language	5,551	5,634	5,719
Special Education - SHS	4,902	4,975	5,050
plus per capita	211	214	217
Special Education - Middle School	4,902	4,975	5,050
plus per capita	211	214	217
Business/Technology	4,902	4,975	5,050
plus per capita	211	214	217
SHS Advisory Coordinator	5,495	5,578	5,662

APPENDIX C
9/1/2020-8/31/2023
ATHLETIC
COACHES

CATEGORY	POSITION	9/1/2020				9/1/2021				9/1/2022			
		1.0%	2	3	4	1.5%	2	3	4	1.5%	2	3	4
I	FOOTBALL												
	Head Coach	8,239	8,521	8,634	9,633	8,362	8,649	8,764	9,778	8,488	8,779	8,895	9,925
	Assts (3)	3,640	4,074	4,705	4,941	3,695	4,135	4,775	5,015	3,750	4,197	4,847	5,090
	Freshman	3,640	4,074	4,705	4,941	3,695	4,135	4,775	5,015	3,750	4,197	4,847	5,090
II	BASKETBALL B/G												
	Head Coach	6,569	7,002	7,439	7,682	6,668	7,107	7,550	7,797	6,768	7,214	7,663	7,914
	Assistant Coach	2,719	3,152	3,587	4,019	2,760	3,199	3,640	4,079	2,801	3,247	3,695	4,140
	Jr. Varsity	2,285	2,719	3,152	3,587	2,319	2,760	3,199	3,640	2,354	2,801	3,247	3,695
	Freshman												
	ICE HOCKEY												
	Head Coach	6,569	7,002	7,439	7,682	6,668	7,107	7,550	7,797	6,768	7,214	7,663	7,914

	Jr. Varsity	2,719	3,152	3,587	4,019	2,760	3,199	3,640	4,079	2,801	3,247	3,695	4,140
III	A. BASEBALL												
	B. SOFTBALL												
	C. TRACK - WINTER B/G												
	D. TRACK - SPRING B/G												
	E. LACROSSE B/G												
	Head Coach	4,181	4,530	5,051	6,358	4,244	4,598	5,127	6,453	4,308	4,667	5,204	6,550
	Assistant Coach	2,231	2,448	2,664	2,881	2,265	2,485	2,704	2,924	2,299	2,522	2,745	2,968
	Jr. Varsity/ Freshman	2,013	2,231	2,448	2,664	2,043	2,265	2,485	2,704	2,074	2,299	2,522	2,745
IV	A. TENNIS: SPRING B/G												
	B. GOLF - FALL/SPRING												
	Head Coach	2,285	2,719	2,934	4,376	2,319	2,760	2,978	4,442	2,354	2,801	3,023	4,509
V													
	Head Coach	3,206	3,640	4,074	5,567	3,254	3,695	4,135	5,651	3,303	3,750	4,197	5,735
	Assistant	1,798	2,013	2,231	2,448	1,825	2,043	2,265	2,485	1,852	2,074	2,299	2,522
VI	CROSS COUNTRY B/G												

	Head Coach	1,848	2,285	2,719	3,712	1,876	2,319	2,760	3,767	1,904	2,354	2,801	3,824
VII	FIELD HOCKEY												
	Head Coach	3,423	3,859	4,289	5,705	3,474	3,917	4,354	5,791	3,526	3,976	4,419	5,878
	Assistant	2,231	2,448	2,664	2,881	2,265	2,485	2,704	2,924	2,299	2,522	2,745	2,968
	Freshman	2,013	2,231	2,448	2,664	2,043	2,265	2,485	2,704	2,074	2,299	2,522	2,745
VIII	A. GYMNASTICS												
	B. WRESTLING												
	Head Coach	4,181	4,530	5,051	6,358	4,244	4,598	5,127	6,453	4,308	4,667	5,204	6,550
	Assistant	2,231	2,448	2,664	2,881	2,265	2,485	2,704	2,924	2,299	2,522	2,745	2,968
IX	A. SOCCER B/G												
	B. SWIM TEAM												
	Head Coach	3,423	3,859	4,289	5,705	3,474	3,917	4,354	5,791	3,526	3,976	4,419	5,878
	Assistant	2,231	2,448	2,664	2,881	2,265	2,485	2,704	2,924	2,299	2,522	2,745	2,968
X	CHEERING												
	Fall	1,473	1,688	1,901	2,523	1,495	1,713	1,929	2,561	1,517	1,739	1,958	2,599
	Winter	1,473	1,688	1,901	2,523	1,495	1,713	1,929	2,561	1,517	1,739	1,958	2,599
XI	VOLLEYBALL												

	Head Coach	3,423	3,859	4,289	5,705	3,474	3,917	4,354	5,791	3,526	3,976	4,419	5,878
	Jr. Varsity	2,231	2,448	2,664	2,881	2,265	2,485	2,704	2,924	2,299	2,522	2,745	2,968
	Freshmen Coach	2,013	2,231	2,448	2,664	2,043	2,266	2,485	2,704	2,074	2,300	2,522	2,745

APPENDIX D

PERFORMING STUDENT ADVISORS SALARY SCHEDULE

2020-2021 2021-2022 2022-2023

LEVEL I

Marching Band Director	7,764	7,880	7,999
Drama Production Advisor	7,764	7,880	7,999

LEVEL II

Senior High School Jazz Band	4,347	4,412	4,478
Senior High School Choir Director	4,347	4,412	4,478
Drama Production Director (1 Dramatic; 1 Musical Production)	4,347	4,412	4,478

LEVEL III

Middle School Jazz Band	3,614	3,668	3,723
Assistant Marching Band Director	3,614	3,668	3,723
Percussion Coach	3,614	3,668	3,723

LEVEL IV

Color Guard/Drill Team	3,166	3,214	3,262
Middle School Drama Production	3,166	3,214	3,262
Middle School Band	3,166	3,214	3,262
Middle School Honors Chorus	3,166	3,214	3,262

Elementary Band

3,166 3,214

3,262

LEVEL V

Senior High Spring Color Guard Advisor

2,378 2,413

2,449

Senior High Guitar Ensemble Advisor

2,378 2,413

2,449

Senior Jazz Band II Dir

2,378 2,413

2,449

Middle School Drum Club Dir

2,378 2,413

2,449

Middle School Glee Club Dir

2,378 2,413

2,449

Middle School Woodwind Ensemble

2,378 2,413

2,449

APPENDIX E

Criminal Offender Record Information (CORI)

Employees in the Stoughton Public Schools will be subject to the following procedure and standards:

Section 1

In compliance with the provisions of Chapter 385 of the Acts of 2002, or as such law is from time to time amended, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct by school officials or law enforcement warrant additional checks. The superintendent may determine to conduct checks on one-third (1/3) of the staff or some other percentage, as is convenient.

Section 2

Employees shall be made aware that CORI reports concerning them are being requested and when such request is made. It shall be a condition of employment for employees to complete the necessary forms to permit the superintendent to obtain the CORI report received by the superintendent. Upon request, the employee will be provided with a copy of the CORI report received by the superintendent.

Section 3

All CORI checks shall be kept in a separate, secure file maintained in the Office of the Superintendent. Upon retirement or termination of his/her employment, an employee may request, in writing, that she/he be given a copy of his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

Section 4

After review of a CORI report, the superintendent, if she/he deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report, including disciplinary action, shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

Section 5

If the School Department is notified that an employee is challenging the accuracy of his/her CORI report, the employee will be given a reasonable period of time. If more than thirty days are required to clear up the alleged inaccuracies of the report, the employee will discuss the matter with the superintendent. The Stoughton School Department reserves the right to place the employee on administrative leave, with pay, during this period if it believes that the employee poses a risk to its students.

Section 6

Results of all CORI checks will be disclosed to the Superintendent of Schools and will not be used for any purpose other than to further the protection of school children.

Appendix F

Stoughton Public Schools

**Teacher and Caseload Educator
Evaluation Contract Language**

Table of Contents:

- (71) Purpose of Educator Evaluation
- (71) Definitions
- (76) Evidence Used in Evaluation
- (76) Rubric
- (76) Evaluation Cycle: Training
- (76) Evaluation Cycle: Annual Orientation
- (77) Evaluation Cycle: Self-Assessment
- (78) Evaluation Cycle: Goal Setting and Educator Plan Development
- (78) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (79) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (79) Observations
- (81) Evaluation Cycle: Formative Assessment
- (82) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (83) Evaluation Cycle: Summative Evaluation
- (84) Educator Plans : General
- (85) Educator Plans: Developing Educator Plan
- (85) Educator Plans: Self-Directed Growth Plan
- (85) Educator Plans: Directed Growth Plan
- (85) Educator Plans: Improvement Plan
- (87) Timelines
- (89) Career Advancement
- (89) Rating Impact on Student Learning Growth
- (89) Using Student feedback in Educator Evaluation
- (90) Using Staff feedback in Administrator Evaluation
- (90) Transition from Existing Evaluation System
- (90) General Provisions

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than five minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional

- Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- I) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- J) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- K) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- N) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- O) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Assignment:** An educator with PTS shall be considered in a new assignment when:
- i) The teacher is teaching under a different license; or
 - ii) The teacher is assigned to a grade which is two (2) or more grades above or below his/her current grade; or
 - iii) The teacher is assigned to a different school.
- R) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least five minutes duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out

these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- S) **Parties:** The parties to this agreement are the Stoughton School Committee and the Stoughton Teachers Association.
- T) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- V) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments. The parties will negotiate the process for using state assessments to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- X) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)

- vi) Attainment of Student Learning Goal(s)
 - Y) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
 - Z) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
 - AA) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
 - BB) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- 3) **Evidence Used In Evaluation**
The following categories of evidence shall be used in evaluating each Educator:
- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
 - B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of not less than five (5) minutes duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

- iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, as outlined in Attachment A of Appendix F.
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. With input from the STA, the superintendent will determine the most effective means of providing training.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, the Stoughton Public Schools will provide assessment data and analysis and copies of the school and district goals to all educators to the extent they are available.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
- D) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response which shall be attached to the Plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan. Any changes to Educator goals must be made by the Evaluator in consultation with the Educator. The Evaluator retains final authority over the content of the Educator's Plan. The Educator has the opportunity to respond in writing to their final Educator goals.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year. At the written request of the Educator, the observer shall vary the time of day and day of week of the unannounced observations.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least four unannounced observations during the school year. At the written request of the Educator, the observer shall vary the time of day and day of week of the unannounced observations.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observations per year during the two year cycle. At the written request of the Educator, the observer shall vary the time of day and day of week of the unannounced observations.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations. At the written request of the Educator, the observer shall vary the time of day and day of week of the unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations. At the written request of the Educator, the observer shall vary the time of day and day of week of the unannounced observations.

11) **Observations**

Effective September 1, 2013, the Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

Observation of Practice and Examination of Artifacts

Teachers will be observed the following number of times per educator plan cycle:

Educator Plan	# of Unannounced Observation	#of Announced Observations
Two –Year Self Directed Plan	at least 2 per year	

–		
Directed Plan	4	
Improvement Plan (1 year)	4	1
Improvement Plan (under a year)	4	1
Developing Educator Plan (year 1)	4	1
Developing Educator Plan (years 2 and 3)	4	

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial (not less than five minutes duration) or full-period classroom visitations. Information gathered during Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator may be used by such evaluator, principal, superintendent or other administrator in the Educators evaluation so long as it is not less than five (5) minutes and the Educator is informed that it is considered an unannounced observation when feedback is provided.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on

attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the

goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator and the Association that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) Upon the Educator's request, a representative of the Association shall attend the meeting.
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.

- l) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates in italics are provided as guidance)

A) Educators on One-Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator shall complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>January 5</i>

Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>No later than the last workday prior to the April vacation</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

B) Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator shall complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>January 5</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1

Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>No later than the last workday prior to the April vacation</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

C) Educators on Plans of Less than One Year

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Administrator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may

meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

ATTACHMENT A to the Evaluation Document

STOUGHTON TEACHERS MEMORANDUM OF AGREEMENT

All classroom teachers in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of student writing samples (high, medium, low):
Elementary - Writing Folders
Secondary - Writing Toolkits (Science, Social Studies, ELA) or other student samples
2. UbD Lesson Plan demonstrating Reflective Practice
3. UbD Lesson Plan demonstrating Differentiated Instruction
4. Course/Class syllabus, rules, expectations, grading policies
5. Parent/Guardian communication - for example: a continuum of email communication with parents/guardians, a phone log, meeting log, etc.
6. Evidence of collaboration with other educators

All guidance counselors in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. A log showing continued counseling within caseload (For example student log copy with student name blacked out)
2. UbD Lesson Plan demonstrating Reflective Practice
3. Documentation providing attendance at scheduled student meetings
4. Evidence of Community outreach and involvement
5. Parent/Guardian communication - for example: a continuum of email communication with parents/guardians, a phone log, meeting log
6. Evidence of collaboration with other educators

All nurses in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of three health care plans - IHCP removing all personal identification: Asthma, anaphylaxis, diabetes, CF, physical impairment (Adjustment to the number of required health care plans determined by current enrollment/student needs at the discretion of the District Nurse Director)
2. Self-advocacy and health instruction documentation - SBIRT, tooth care/fluoride, scoliosis, vision, field-trip training, epi-pens, general health care
3. An initial and final draft of non-compliance and immunization exempt list - generated from nurses input into the electronic health record; An initial and final draft of required physical exams
4. Monthly report - generated electronically: summary of encounters, medicines, assessments,
interventions, treatments, communications, group activities

5. Communication documents - fliers, notices home or certain emails between staff, parents and community
6. Evidence of collaboration with other educators - Ex: Crisis Team, BBST

All Elementary Adjustment Counselors in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of one-to-one or group meetings with students (agenda, calendar, lesson plan)
2. Evidence of plan resulting from consultation with Classroom Teachers regarding specific customized student needs
3. Evidence of individualized Special Education documentation (ex. IEP goals, FBA, Risk Assessment, Progress Reports)
4. Evidence of Community outreach and involvement: for example, updated referral list that can be given to Students or Parents
5. Parent/Guardian communication: a continuum of email communication with parents/guardians, a phone log, meeting log
6. Evidence of collaboration with other educators (ex. Conferences and support meetings)

All Secondary Adjustment Counselors in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of one-to-one or group meetings with students (agenda, calendar, lesson plan)
2. Evidence of plan resulting from consultation with Classroom Teachers regarding specific customized student needs
3. Written expectations for student behavior and participation at group meeting
4. Evidence of Community outreach and involvement: for example updated referral list that can be given to Students or Parents
5. Parent/Guardian communication - for example: a continuum of email communication with parents/guardians, a phone log, meeting log
6. Evidence of collaboration with other educators (ex. Conferences and support meetings)

All SLPs, PTs, and OTs in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of work samples demonstrating progress toward IEP goals
2. IEP and reflection sheet on why goals were changed/developed based on current

level of performance or current evaluation results (evaluation report should be included if using an initial IEP for this artifact and most recent progress note should be included if using an updated annual IEP for this artifact)

3. UbD Lesson plan should demonstrate adaptation of curriculum for students (Differentiation based on student's goals and objectives).
4. Room Expectations/Rules, incentive charts, behavior charts, and/or responsive classroom language
5. Documentation of parent contact - emails, homework logs/folders, parent communication books, or home/school notebooks
6. Evidence of collaboration with other educators: (i.e. IEP notes and/or team meeting notes, lesson planning for inclusion, documentation of discussions with outside therapists)

All School Psychologists in the SPS will be required to submit, via Baseline Edge, the following pieces of evidence:

1. Evidence of student input in evaluation process (ex. student generated data portion of report, clinical interviews, student self-report questionnaire, student drawing, etc.)
2. Evidence of Meetings/Evaluations Schedule including following of procedural safeguards and special education timeline
3. Evidence of Evaluation/Assessment Reports highlighting individualization of assessment and recommendations
4. Evidence of Team Meeting Notes, accompanied by reflection upon team meeting
5. Evidence of reciprocal communication with student team members (student, parent/guardians, outside providers)
6. Evidence of collaboration with other educators

Attachment B

SHS Bell Schedule

Days A, D, E, H		A	B	C	D	E	F	G	H	Days B, C, F, G	
	7:35 - 8:18	1	3	2	4	1	3	2	4	7:35-9:04	
	8:21 - 9:04	2			3	2					
	9:08 - 9:51	3	1	4	2	3	1	4	2	9:08-10:38	
	9:55 - 10:38	4			1	4					
	10:42 - 11:24	5			8	5			8		
11:28-12:41	11:28 - 11:51 11:53 - 12:16 12:18 - 12:41	6	5	8	7	6	5	8	7	10:42-11:24 11:28-11:51 11:53-12:16 12:18- 12:41	10:42 - 12:41
	12:45 - 1:27	7	7	6	6	7	7	6	6	12:45- 2:12	
	1:30 - 2:12	8			5	8			5		

INDEX

TITLE	Page
Agreement	4
Annuities	34
Appendices A, B, C, D, E, and F	56
Association Notices	27
Bonuses - Professional Status	33
National Teacher Certification	33
Bus Duty	15
Cafeteria Plan	35
Certification	20
Class Coverage	13-14, 50
Class Size	17
Collection of Money	15
CORI Procedures – Appendix E	68
Course Reimbursement	28-29
Curriculum Work	60
Degree Reclassification	31
Direct Deposit	31
Directors	46-47, 60
Discipline Categories	20
Discipline/Reprimand	26
Dues	5-6
Duration	54
Duties: Bus Coverage	15
Duties: Non-Teaching	15
Duties: Recess and Cafeteria	14
Early Retirement Incentive	52-53
Elementary Reassignment Procedure	17-18, 24
Elementary Unassigned Teacher Pool	25-26
Emergency Coverage	14
Evaluation	26, 69-90
Extra-Curricular Activities	58-61
General Provisions	44-45
Grievance Procedure	7-9
Guidance Counselors	47-48
Hours of Work	10
Insurance Benefits	34-35
Layoff Procedure	21-22
Leaves of Absence:	38-43
Career Exploration Leave	42-43
Discretionary Leave	43
Military Leave	42
Parental Leave	40-41

Sabbatical Leave	42
FMLA	43
Leaves of Absence: (with pay)	38
Bereavement Leave	38-39
Commencement	39
Conferences/Workshops	39
Legal Matters	38
Personal Leave	39
Religious Holidays	39
Leave the Building	13
Longevity	33
Lunch Periods	11
MA Teachers Retirement	20, 37
Mileage	46
National Teacher Certification Bonus	33
Negotiation Procedure	6-7
Negotiations (during school day)	45
No Discrimination	5
No Strike	9-10
Norfolk/Plymouth County Courses	31
Notices	27
Parent Conferences	16
Part-Time Employees	49-52
Permanent Substitutes	48-49
Personnel File	26
Personal Injury Benefits	44
Plan Books, Rank/Mark Books	45
Positions: Summer/Evening School, Federal Programs	28
Preamble	4
Preparation Periods	11-13
President's Release	14-15
Professional Development/Educational Improvement	28-29
Professional Development/Self Evaluation Plan Guidelines	28-29
Professional Status Bonus	33
Protection	44
Recall Procedure	19-20, 22-23 & 49
Recognition	4
Reduction In Force (RIF)	19-21
Resignation	19
Rights of School Committee	9
Salaries & Other Compensations	30-33
Salary Addenda	31-32
Salary Payment Options	31

Salary Schedules	57-67
Appendix B (extracurricular)	58-61
Appendix C (coaches)	62-65
Appendix D (performing arts)	66
Appendix E SHS Bell Schedule	95
Unit A	57-58
School Calendar	11
Seniority	19
Seniority List	19-20, 22, 23-24
Separability and Re-negotiation	45-46
Sick Leave Bank	35-37
Sick Leave:	35-38
Absences	35
Abuse	38
Accumulation	35
Buy Back (retirement)	37-38
Family Illness	35
Physician Statement	36
Retirement Notification	38
Termination: death/retirement	37
Special Education Assistants	47-48
Special Subject Teachers	46
Step-rate Increases	32
Stipends (negotiations)	33
Stipends: Directors-Asst Principals	46-47, 60
Head/Lead Teacher	
Supervisory Duties	11-15
Teacher Assignment	17
Teacher Evaluation	26, 69-90
Teacher Facilities	27-28
Teacher's Duties	10-15
Teacher-Aide Policy	16
Teacher Salary Addenda	31-32
Textbooks	48
Transfers, Vacancies, Promotions, Reductions in Force, Elementary Reassignment Procedure	17-26
Transfers: Involuntary	17-18
Transfers: Voluntary	18-19
Transportation of Students	
Unassigned Elementary Teacher Pool	25-26
Unit B (return to Unit A)	32-33
Use of School Facilities	27
Vacancies	18, 21
Work Year	11
Workmen's Compensation	34