CONTRACT

BETWEEN

THE STURBRIDGE TEACHERS' ASSOCIATION/UNION 61

AND

THE STURBRIDGE SCHOOL COMMITTEE

2020-2023
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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made BY THE STURBRIDGE SCHOOL COMMITTEE (hereinafter sometimes referred to as the “Committee”) and THE STURBRIDGE TEACHERS' ASSOCIATION/UNION 61 (hereinafter sometimes referred to as the “Association”).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality for the children of Sturbridge, and that good morale within the teaching staff of Sturbridge is essential to achieving that purpose, we, the undersigned parties to the Contract, declare that:

A. Under the laws of Massachusetts, the Committee elected by the citizens of Sturbridge, has final responsibility for establishing the educational policies of the public school of Sturbridge.

B. The Superintendent of Schools Union #61 (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.

C. The teaching staff of the public school of Sturbridge has responsibility for providing in the classrooms of the school education of the highest possible quality.

D. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I: RECOGNITION

Whereas the Committee and the Association, through their designated representatives, have met for the purposes of collective bargaining in accordance with Massachusetts General Laws, Section 6 of Chapter 150E, and whereas the parties have considered and discussed all proposals made by either party as to salaries, hours and other conditions of employment; now, therefore, the Committee and Association agree as follows:

A. Definition of Employee Unit

1. It is understood and agreed that the Committee, acting in accordance with the authority of Section 4 of Chapter 150E of the Massachusetts General Laws, has recognized the Association as the exclusive representative for purposes of collective bargaining of the Town of Sturbridge School Department employee unit identified as follows:

   All teaching personnel employed by the Sturbridge School Committee who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, reading coordinators, guidance counselors, reading specialists, therapists, inclusion specialists, school psychologists, adjustment counselors and school nurses.
2. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the “teachers.”

3. Excluded from the unit, the Superintendent, Associate and Assistant Superintendents, Principals, Assistant Principals, Special Education Director, Business Manager, permanent substitutes, day to day substitutes, and all other employees of the Municipal Employer.

B. Scope

1. If any part of this contract is judged illegal, all other parts will remain in effect.

2. Nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the School Committee and the Superintendent by statute or rule or regulation of the Commonwealth.

3. This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that relations between them shall be governed by the terms of this Agreement. No prior agreement or agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of. Neither the Committee nor the Association shall be under any obligation to discuss any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II: NEGOTIATION PROCEDURE

Either party may initiate a request to enter into negotiations over the terms of a successor agreement by December 1 of the year preceding the year in which the agreement expires. Negotiations will commence by February unless an extension is agreed to by both parties. If a new agreement has not been reached prior to the expiration of the current agreement, then the provisions of the current agreement shall be maintained in full force and effect until such time as the parties execute a successor agreement.

ARTICLE III: GRIEVANCE PROCEDURE

A. A "grievance" is a dispute concerning the interpretation of the terms of this Agreement between an employee covered by this Agreement and the School Committee.

B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time arise and affect the wages, hours, and conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.
C. Level One: Employees are encouraged but not required to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level One, however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee’s Principal. The Principal’s determination of the grievance shall be in writing to the grievant and the Superintendent.

D. If at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

E. Level Two: If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after submission to Level One, the grievance may be filed in writing with the Superintendent, who shall, within five (5) working days after stamped receipt of the Level Two grievance, meet with the aggrieved employee, and/or a representative from the Sturbridge Teachers' Association/Union 61 in an effort to settle the grievance. The Superintendent's determination of the grievance shall be in writing to the grievant and the Chairman of the School Committee.

F. Level Three: If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after the meeting with the Superintendent, as provided in Level Two above, the grievance may be filed in writing with the School Committee who shall meet with the aggrieved employee, and/or a representative from the Sturbridge Teachers' Association/Union 61 either within fifteen (15) working days or the next regularly scheduled school committee meeting, whichever is later, after receipt of the Level Three grievance in an effort to settle the grievance. At this level both parties may bring in a representative of their choice. The School Committee’s determination of the grievance shall be in writing to the grievant within ten (10) working days. Level Three of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association at which point the Association shall have the option to appeal the decision as provided under Level Four. Such appeals shall be made within ten (10) working days of notification by the School Committee.

G. Level Four: If the grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA), in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level Three. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.

H. If any employee covered by this Contract shall present any grievance without
representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure, beginning at Level Two, under which the grievance shall be considered.

I. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the School Department of Sturbridge for any employee involved in presenting such grievance. Only the subject matter which is proper material for inclusion in a teacher’s personnel file, apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if it is the determination of the grievance to do so.

J. If in the judgment of the Association the grievance does not fall under the jurisdiction of the building principal or a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two provided, however, that the presentation shall be made by no more than three (3) persons.

K. Times for meeting to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, a meeting during school hours is desirable to facilitate production of appropriate information.

L. For any grievance not resolved by the last working day of the school year or for any grievance initiated during the month of June, the phrase “working days” shall no longer apply and the phrase “weekdays” shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level Three by the School Committee at their next regular meeting.

ARTICLE IV: EMPLOYMENT AND PLACEMENT

A. A teacher upon initial employment in the Sturbridge School System will be placed on a step in the salary schedule as recommended by the Superintendent. Consideration will be given to all full time public or private school teaching experience. Consideration will be given to full time substitute teaching experience where the candidate has assumed full professional responsibility for a regular teaching position for a period equal to or greater than ninety-three (93) consecutive school days.

B. A teacher upon initial employment in the Sturbridge School System, with the recommendation of the Superintendent and the approval of the School Committee, will receive one-half (1/2) credit on the salary schedule for each year in military service, AmeriCorps-Vista or Peace Corps. For national service other than the military, AmeriCorps-Vista or Peace Corps, credit will be determined by the Superintendent. Such service will be credited to a maximum of three (3) years with ten (10) months equal to one year. This decision will not be grievable or arbitrable.

C. A teacher who has been teaching in the Sturbridge School System and who is called into military service will receive full credit on the salary schedule for military experience upon return to the Sturbridge School System.
D. To assure that pupils are taught by highly qualified teachers, teachers will not be assigned classes outside the scope of their Teaching License beyond the extent allowable by law.

E. Assignment: The Principal will endeavor to notify teachers of their assignment for the coming year when possible under normal circumstances prior to July 15th and will make assignment changes after that date only under unusual circumstances and in the best interest of the educational program.

F. Transfer: A teacher who is being transferred involuntarily within the Sturbridge School System will be notified in writing. The Principal will meet with the teacher to discuss the transfer if such a meeting is requested.

G. All regular part-time employees shall receive benefits, other than insurance benefits, on a pro-rated basis relative to the full-time equivalency.

H. Vacancies and Promotions

1. Any vacancy in a professional position occurring during the school year will be adequately publicized by the Superintendent on the District website, placed on the bulletin boards of Union #61 and emailed to the Representative of the Sturbridge Teachers Association/Union 61 as far in advance of the appointment as possible.

   In both situations, the qualifications, the duties, and the rate of compensation (if appropriate) will be clearly set forth.

2. All qualified teachers will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

3. Temporary Positions Under Federal or State Grant Funded Programs

   All temporary openings under Federal or State Grant Funded Programs will be adequately publicized by the Superintendent in the schools of Union #61 as early as possible.

ARTICLE V: TEMPORARY LEAVES OF ABSENCE

A. Professional Leave

1. Teachers, with the Superintendent and/or Principal's permission, may be granted time off without loss of pay to attend conferences, meetings or to visit other schools for educational/professional purposes. Teachers will be reimbursed for travel at the allowable IRS rate per mile, for meals, accommodations and other legitimate expenses incurred within the scope of the aforementioned, provided such expenditures are substantiated by vouchers submitted through the Superintendent's Office.
2. Teachers may receive one (1) day professional leave to receive a college degree at a graduation ceremony.

B. Personal Leave

1. Two (2) days leave of absence for personal matters which require absence during school hours will be granted with pay. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (personal day requests immediately preceding or immediately following regularly scheduled vacations or holidays will not be granted unless petition is made to the Superintendent to grant such leave based on extenuating circumstances. The Superintendent may at his or her discretion grant such leave based on these circumstances). Unused personal days will either be reimbursed at $50.00 per day or rolled into sick leave at the conclusion of a school year. Members must notify the Superintendent by June 1 of their decision to either receive the reimbursement or roll over.

This leave will be non-cumulative. Included in this provision are:

a. Religious observances (up to two days of absence from school duties without loss of salary for religious holidays not regularly included in the school holiday schedule)

b. Personal business upon approval of the Superintendent and/or Principal. (1/183 of the teacher’s annual salary will be deducted if an unapproved personal day is taken.)

C. Association Leave

The Association will be granted up to four (4) Association days annually for designated members to attend MTA/NEA Conferences, trainings, meetings or conventions.

D. Bereavement Leave

1. In the event of death of a member of the immediate family, a teacher will be allowed up to five (5) days without loss of pay for the purpose of funeral arrangements and related services occurring on days while school is in session. Immediate family includes husband, wife, father, mother, step parents, father-in-law, mother-in-law, child, brother, sister, step brother, step sister, brother-in-law, sister-in-law, grandfather and grandmother, grandchild, step child, foster child, and domestic partner.

2. In case of the death of a relative of the second degree, the teacher shall be entitled, without loss of pay, to the day or part of the day thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins, and in-laws other than those mentioned above. If a relative of the second degree resides in the teacher’s home a second day may be granted. Also included would be a close personal friend.
3. In extenuating circumstances, the Superintendent may grant additional bereavement leave. The Superintendent’s decision will be final and it will not be grievable or arbitrable.

E. Jury Duty

In the event any employee covered by this Agreement is required to perform jury duty service, the employee shall be compensated the difference received from performance of jury duty service and the employee's regular salary provided the employee furnishes appropriate evidence from the court of such service.

F. Legal Absences

At the discretion of the Superintendent and with approval of the School Committee, time necessary for appearance in any grievance or legal proceeding connected with the teacher's employment or with the school system will be provided without loss of pay. For any other legal proceeding for which the teacher is subpoenaed, time off will be provided with loss of pay. Provided, however, this section shall not apply if a teacher is appearing in a court hearing on behalf of a party adverse to the interest of the School Committee/District.

G. Sick Leave

1. A full time teacher with non-Professional Teacher Status (PTS) is entitled to accrue one and one-half (1.5) days sick leave per month at the beginning of each month with full pay. A part-time non PTS teacher is entitled to one and one-half (1.5) days sick leave per month at the beginning of each month up to the number of their pro-rated days. Teachers with PTS will have fifteen (15) sick leave days credited at the beginning of teach school year. (Part time PTS will receive their prorated amount.) Sick leave days may be accumulated from year to year to a maximum of one hundred eighty (180) days. Sick leave will not be docked for any sick days not covered by accrued leave until the final paycheck of the school year.

2. When a teacher uses sick leave he/she must submit, when requested by the Superintendent, a current written statement from a physician that ill health makes his/her absence necessary.

3. By November 1st of each school year each employee shall be informed of his or her accumulated sick leave days.

4. In addition to personal illness or injury, sick leave may be utilized for the following purpose:

   a. A maximum of ten (10) days per school year for illness in the immediate family. In extraordinary circumstances, the Superintendent may grant additional days for this purpose.

   b. This provision does not increase the number of sick leave days. It solely expands the purpose for which sick leave may be used.
c. "Immediate family" as used in this section shall be defined as it is under Bereavement Leave.

5. All teachers are covered by Workers’ Compensation. A teacher who is collecting Workers’ Compensation may use accumulated sick leave to make up the difference, if any, between regular pay and Workers’ Compensation payments allocated to lost time. Teachers shall assist the School Committee by providing information needed, or if physically able, appearing at hearings related to their Worker’s Compensation benefits.

6. All teachers who have twenty (20) years of service or more as members of the bargaining unit, shall, upon retirement, receive a sick leave compensatory benefit of twenty-five ($25.00) per day for all accumulated sick leave up to a maximum of one hundred eighty (180) days. This benefit shall be available upon the death of any teacher, irrespective of length of service. For the purposes of this section, "Retirement" shall mean the teacher has applied for retirement benefits under the Massachusetts Teachers Retirement System.

H. Sick Bank

In the event that a member of the Association has exhausted his/her sick leave due to critical or long-term illness or accident, the Association may solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary. If more days than needed are donated, a lottery will be held to determine whose donated days will be accepted. A request to activate this provision may be made by either the Association or the Principal.

ARTICLE VI: EXTENDED LEAVES OF ABSENCE

Only teachers with professional status will be eligible for an extended leave of absence. (The only exception will be a teacher who served in the military service (Chapter 708, Acts of 1941). A teacher who has been teaching in the Sturbridge School System and who is called into military service will receive full credit for his/her military service upon return to the system.

All requests for extensions or renewals of leave will be applied for and answered in writing.

A. Parental Leave

The parties agree to act consistently with the maternity leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.

1. Parental Leave without pay shall be granted to any teacher as follows:

   a. Any teacher who has been employed for at least three consecutive months shall be entitled to a parental leave of absence without pay for the purpose of giving birth, the birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. In the case of
pregnancy, the teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.

b. A teacher who is pregnant may continue in active employment so long as she is able to perform the essential duties of her position. If requested by the Superintendent, the teacher shall submit a certificate from her physician attesting to her ability to continue to perform the essential duties. The birth mother may use accrued sick leave for the period in which she is disabled, immediately after the birth of the child, up to forty (40) days. After forty (40) days, a physician’s note will be required to extend the leave.

c. A teacher who gives birth may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one week’s notice of return is required.

d. For maternity/parental leave which commences on or after April 1 during the school year, a teacher will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1 a teacher will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made to the Superintendent on a case by case basis. The Superintendent’s decision is not grievable.

2. Other Parental Leave Provisions as follows:

a. Parental leave in case of interrupted pregnancy or intent of adoption may be terminated if:

i. A teacher requests in writing to the Superintendent the desire to return to his/her position.

ii. The Superintendent requests the return of a teacher to a position or a substantially equivalent position, such action subject to medical approval.

b. All benefits to which a teacher was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said teacher upon return, said teacher will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. A teacher who had taught ninety-three (93) or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.
c. A teacher returning from a parental leave will be assigned to the same position which the teacher held at the time said leave commenced or, if that position is no longer available, to a substantially equivalent position.

d. While on leave, a teacher shall have the option to remain an active participant in the State Teacher Retirement System and any other school connected insurance program in which the teacher is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the teacher were actively employed.

e. It is incumbent upon the teacher on extended leave to notify the Superintendent by March 1 following the date of birth/adoption of a child of intent to return to previous duties or to resign.

f. A teacher on parental leave shall not be denied the opportunity to substitute in the school district by reason of the fact that said teacher is on leave of absence.

g. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) Laws and regulations governing leave on account of pregnancy.

h. Adoptive parents are eligible for the benefits under this Article.

i. Family Medical Leave

Family and Medical leave shall be granted in accordance with applicable state and federal laws, provided that such leaves shall be granted coincident with and not in addition to the leaves provided in this Agreement.

B. Sabbatical Leave for Study or Research

1. Sabbatical leave of a semester or one year's duration may be granted to a teacher having a minimum of seven (7) years’ service in the Sturbridge School System.

2. The number of leaves granted per year is to be determined by the School Committee upon the recommendation of the Superintendent.

3. Written application for sabbatical leave must be submitted by a teacher by November 1st prior to the September that the sabbatical leave is to be taken; action must be taken on such request no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.

4. The salary to be received by a teacher taking such leave will be seventy-five (75%) percent of said teacher's current salary for that period of the leave.
5. Full retirement contribution will be deducted from the portion of full salary that comprises leave pay.

6. The teacher on sabbatical shall receive his/her normal salary increments.

7. At the end of the sabbatical year or semester, the teacher must return to the town granting the leave and remain on the teaching staff for two (2) years (Chapter 71, Section 41A of the Massachusetts General Laws).

8. Sabbatical leave will be for study or research, and the teacher is to carry a normal work load. He/she may not return to his/her teaching position within the duration of the sabbatical leave.

9. Sabbatical leave will be granted when, in the opinion of the School Committee, sufficient funds are available in the school budget to fund said sabbatical leave.

ARTICLE VII: PAYROLL DEDUCTIONS

A. Teachers' Association Dues

1. It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the local Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association. Authorization must be in writing in a form reasonably approved by the School Committee.

2. Sturbridge Teachers' Association/Union 61 will verify to the Committee in writing the current rate of membership dues. The Association will give the committee thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.

3. Deductions referred to in Section 1 above will be made in equal installments from each paycheck beginning with the second paycheck in September or the first paycheck following the delivery of the teacher authorization to the Committee. The Committee will not, however, be required to honor for any paycheck's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

B. Group Insurance

All staff members who are regularly scheduled to work a minimum of twenty (20) hours a week or more during the school year are entitled to group health and other insurance as provided by the Town. All eligible staff members are required to complete the appropriate enrollment form(s) should he/she elect the coverage offered by the Town for all applicable family members who are to be covered. Staff members who elect not to receive coverage must notify the Town upon employment in writing of the decision to decline coverage at that time. If at a later date said employee decides he/she wants coverage, he/she must complete the appropriate enrollment form for applicable members to be covered and must wait until open enrollment, unless there is a life changing event (death, divorce, birth, adoption or loss of benefits provided by spouse, etc.).

C. Pre-Tax Insurance Deductions
Teachers shall be able to make payments for health insurance, group life insurance, long-term disability and other forms of insurance (where appropriate) with pre-tax earnings, said transactions to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.

The Committee agrees to provide Section 125 plans as follows:

Dependent care account plan

E. Annuity Plan

The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled by the Town Treasurer in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B. Annuity additions or changes must be made by November 1st each year, except for new hires after September 1st.

F. Discontinuation of Payroll Deductions

Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association thirty (30) days advance written notice.

ARTICLE VIII: JOB SHARE

Two (2) teachers with professional teacher status may initiate a proposal for “job sharing.” They will submit a proposal in writing to the building principal on or before March 1st. The Teachers’ Association will be given a copy of all such proposals at the same time. “Job Sharing” shall apply to sharing all the duties of one (1) full time position, which is occupied by one (1) of the two (2) teachers involved in the proposal. The cost of the “job sharing” shall not exceed the cost of one (1) full time teacher, including benefits.

The proposal must include the following:

A. A tentative work schedule for each “job sharing” teacher for instructional time, non-instructional duties and preparation time;

B. A description of how necessary parental communication will be maintained; and

C. A description of how communication between the “job sharing” teachers will occur.

Both “job sharing” teachers shall be required to attend all professional development days, faculty meetings, assigned committee meetings, parent-teacher conferences, open houses, parent nights and other such meetings expected of full time faculty members.

All compensation, benefits, hours of work and other working conditions, including duty and prep time will be pro-rated to each “job sharing” teacher’s percentage of full time employment. There will be an overlap of at least fifteen (15) minutes between tours of duty scheduled each workday.

If either carries health insurance prior to “job sharing” only one (1) of the two (2) “job sharing”
teachers, selection to be agreed upon by them in writing, will be eligible, for town health insurance benefits.

Seniority will be computed as currently determined for part time teachers.

The Principal will review the proposal, with the Superintendent if necessary, and discuss any concerns with the teachers submitting the proposal and give with a recommendation to the Superintendent in writing no later than March 15th. The Superintendent will forward a final decision on the proposal no later than March 22nd.

The Superintendent may approve or deny the proposal. The decision of the Superintendent will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. This decision will in no way be precedent setting. If approved by the Superintendent, the specifics of the job sharing assignment and any subsequent changes thereto will be reduced to writing. Said writing will be incorporated into the provision therein, for acceptance by and signature of, the two (2) “job sharing” teachers involved and the Association. This document will be delivered to the Superintendent no later than March 29th.

Neither “job sharing” teacher will be able to displace a less senior teacher during the “job sharing” year. Either “job sharing” teacher may apply for a vacant position over the course of the “job sharing” year. If one “job sharing” teacher is transferred to vacant position or otherwise leaves the “job sharing,” an attempt will be made to hire a replacement, subject to the terms of the “job sharing.” If the “job sharing” position cannot be filled, the remaining “job sharing” teacher will be extended the opportunity to fill the formerly shared position in a full time capacity. Otherwise the formerly shared, full time position will be posted and the “job sharing” teacher will be placed on a leave of absence without pay for the remainder of the “job sharing” school year. He or she will be eligible for placement in a vacant position, for which he or she is qualified, during that year or at a subsequent time.

If the “job sharing” teachers prefer to remain in this agreement for a subsequent school year, they must submit a specific proposal to the principal by March 1st, following the previously stated procedure.

ARTICLE IX: REDUCTION IN FORCE

The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. No employee with professional status will be laid off until all teachers without professional status first have been laid off unless the least senior teacher with professional status is not qualified to perform the duties of last remaining teacher without professional status.

A. For an employee with professional status whose position is eliminated the following procedures shall apply:

1. Layoffs shall be conducted within disciplines based on a teacher’s job performance and the best interest of the students, which is defined as follows: The teacher’s past summative or formative overall evaluation ratings as compared to other teachers’ past summative or formative evaluation rating in the discipline targeted to be reduced, with rating of
Meets the Standards of the Sturbridge School District (for evaluations prior to 2013-2014). Proficient and Exemplary being considered equal. The number of summative and formative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted Discipline. The lookback period will not however, exceed five (5) years.

2. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. A teacher’s placement on the salary schedule shall not be a factor in the consideration of layoffs.

"Seniority" means an employee's length of service in years, months and days in the bargaining unit from the initial date of teaching by the Committee. An employee who has been employed part-time for any given year will receive a fraction of a year's seniority equivalent to the amount of employment. Accrual of seniority shall include only paid leaves of absence.

"Qualified" means that the teacher holds a valid active license for the position or an inactive license which can be activated within the timelines defined by the Department of Elementary and Secondary Education.

B. In cases involving teachers having identical seniority, preference for retention or recall shall be based on educational credentials.

C. Only those with a Proficient or Exemplary evaluation rating however will be subject to recall. Those teachers shall be entitled to recall rights for a recall period of two (2) years from the effective date of their respective layoffs. The Sturbridge Teacher’s Association/Union 61 Building Representatives shall be notified of openings. Preference for positions as they develop will be in the inverse order of their respective lay off dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff.

D. Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of Licensure in the Sturbridge School System at their last known address. The teacher is responsible for notifying the Superintendent of his/her current mailing address. Failure to apply for any open full time, permanent position within his/her area of Licensure within fifteen (15) weekdays following such notification by the Superintendent shall terminate all rights under this Article.

E. Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

F. While members of the bargaining unit continue on layoff during the recall period the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system declined an offer to fill the vacancy.
G. For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Sturbridge School System.

H. A seniority list shall be compiled and updated at the beginning of each school year. A copy shall be given to the Association by November 1st and any challenge to the list shall be made by December 15th. The Administration shall respond to the Association’s challenge by January 30th. A meeting between the parties shall take place before March 1st to resolve any issues.

ARTICLE X: PHILOSOPHY OF EVALUATION/EVALUATION PROCEDURE

The Evaluation Instrument is hereby incorporated into this Agreement by reference. The Association and Superintendent shall meet annually for purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties.

ARTICLE XI: PERSONNEL FILES

A teacher will have the right, upon request to the Superintendent, to review the contents and make copies of his/her personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

A. Nothing will be placed in any teacher's personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

B. Any credible complaints regarding a teacher made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the teacher.

C. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Superintendent by statute, with respect to a decision not to renew employees without professional status.

D. The Association recognizes the authority and responsibility of the Principal for disciplining and 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 the Principal, however, he/she will be entitled to have a representative of the Association present. If a teacher is to be disciplined or reprimanded by an immediate superior, other than the Superintendent, it will be done privately. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this section shall in any way inhibit or diminish the authority granted the Superintendent by statute.
E. Any appeal of a disciplinary action shall be subject to and in accordance with the procedures and rights provided by Chapter 71 of the Massachusetts General Laws.

ARTICLE XII: AUDIO VISUAL RECORDING

A. All persons subject to this contract will be notified at least one day in advance of any recording by audio-visual method such as TV, filming, audio recording, pictures, or slides to be made in his/her learning area at any time.

B. All such audio-visual material will not be released until it has been previewed by the teacher or teachers concerned, and the Administration will not release this material without giving due consideration to the teachers' comments.

C. No audio-visual material made in the Sturbridge School System may be used outside the schools, except in activities related to education and given prior approval by the Superintendent.

D. All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. The use of public address systems or audio systems, and similar surveillance devices shall be strictly prohibited.

ARTICLE XIII: MISCELLANEOUS

A. In-service Courses

Announcement of in-service courses shall be made as soon as they are available.

B. The Superintendent's Office will be notified annually by September 1st of the designated representative of the Sturbridge Teachers' Association/Union 61.

ARTICLE XIV: WORKING CONDITIONS

A. Work Year

1. The Work Year for teachers, supervisors, specialists and counselors (other than new personnel who may be required to attend additional orientation sessions) shall begin no sooner than the Monday preceding Labor Day and terminate on the last day of school for students in June. A copy of the school calendar will be given to the Association as soon as it is established by the Committee.

The work year of teachers (other than new personnel who may be required to attend two (2) additional days of orientation), shall be one hundred eighty three (183) days. It shall include the day prior to the opening of school for students, and two (2) professional development days scheduled within the school calendar, excluding vacations, weekends or holidays. The work year may not start earlier than the Monday preceding Labor Day, and will end with the close of school for students. At least two (2) hours of the day before the first day with students will be set aside for preparation activities determined by the teacher.

2. In addition to the one hundred eighty (180) days with students, the teachers' work year shall consist of one (1) additional unstructured day prior to the start of the
3. In addition, the school year for all teachers shall include an additional twelve (12) hours to be used through the school year as follows:

   a. Four (4) hours for curriculum development work or other topics initiated by a teacher or group of teachers, at a time mutually agreeable to the Principal and teacher.

   b. Eight (8) hours, to be scheduled in no more than two (2) hour blocks for curriculum development, special projects, or meetings scheduled by the Principal. The Principal will make every effort to provide at least five (5) school days’ notice.

B. Teacher School Day

   1. In the Sturbridge School System, teachers shall be at their stations no later than 8:30 A.M. Teachers shall remain at the school until at least 3:15 P.M.

   2. When approved by the Principal, teachers may leave prior to the stated end of the school day.

C. Staff Meetings

   Teachers will be required to attend one staff meeting each month which will last one (1) hour beyond the time at which staff is scheduled to leave from 3:15 to 4:15 P.M. Meetings will be held on the first Monday of the month. If a staff meeting needs to be rescheduled due to unforeseen circumstances (i.e. weather, illness, etc.) the staff will be given notice of the new date at least seven (7) calendar days in advance. Necessary absences may be approved by the Principal.

D. Team Leader Meetings

   1. Team Leader members are defined as the team leader of each grade (K-6), of the specialists, of the special education teachers and the reading supervisor.

   2. Team Leader meetings will be held monthly when called by the Principal. Teachers shall be given reasonable advance notice of at least one (1) week except when beyond the control of the administration.

E. School-sponsored Parent Conferences

   1. There shall be two Parent-Teacher Conference days, the conferences to be held in the afternoon on a released-time basis, on days to be selected by the administration, the sessions to be scheduled for two hours in duration. Longer conferences shall be by mutual agreement.

   2. There shall be two Parent-Teacher Conference days, the conferences to be held in the evenings, on days to be selected by the administration, the sessions to be scheduled for two and one-half (2 ½) hours. The conferences shall not go
beyond 9:30 P.M., and afternoon and evening conferences shall not be held on the same day.

a. After clearing with the Principal or Assistant Principal, a teacher may not be required to attend evening conferences, if he/she has not received appointment requests. Teachers shall remain available for afternoon conferences until 3:15 P.M.

b. After notifying the office, a teacher may leave upon completion of the final appointment.

b. If due to class size in grades 5 & 6, additional conference time is needed in order to meet with parents, administration will make arrangements for the teacher to be released from his/her teaching duties for all or part of a day. The teacher or administrator may make the request for this added conference time.

Such requests for (a), (b) and (c) above shall not be unreasonably denied.

For security purposes, an administrator will remain in the building until conferences are concluded.

F. Individual Parent-Teacher Conferences

Teachers shall meet with parents of pupils to discuss matters of mutual interest that either the teacher or the parent may wish to discuss, or that the administration may want discussed. Such meetings shall be held at a time mutually agreed upon between the parties.

G. Open House

Each teacher shall be required to attend one “open house” each year on an evening selected by the administration, the session to be scheduled for two (2) hours.

H. Preparation period

a. Each regular classroom teacher will have a minimum of one thirty (30) minute duty free preparation period daily. All other teachers-unit members will have a minimum of five (5) thirty (30) minute duty free preparation periods weekly. From time to time, circumstances may arise that prevent unit members who are not regular classroom teachers from having a daily prep. The aforementioned five (5) preparation periods will be spread over no less than three (3) school days per week. For all part-time unit members, the allotment of preparation time will be pro-rated.

b. Not more than two (2) of a teacher’s preparatory periods may be used each week by the administration for meetings.

I. Evening Meetings Involving Faculty Presentations

1. Evening meetings of all, or part of, the faculty (excluding "open house") will be
held only when deemed necessary or advisable by the administration.

2. No teacher will be expected to make more than one presentation per year except by mutual agreement.

J. Summer Workshops

1. Teachers who participate in summer workshops shall be paid at a rate of $130.00 per day.

2. Notice that a workshop is being planned will be posted as soon as possible.

3. It is understood that a teacher may decline to participate in a summer workshop program outside the regular ten (10) month school calendar year.

K. Teacher Education

Expenses for optional educational meetings shall be reimbursed only with prior approval of the Principal.

L. Lunch Period

1. Teachers will have a duty-free period of at least thirty (30) minutes in length each work day.

2. Teachers will be permitted to leave the school building only after obtaining clearance from the Principal or Assistant Principal. However teachers will be permitted to leave the building during their duty-free thirty (30) minute lunch period upon notification to the front office.

M. Mileage Reimbursement

Teachers who are required to attend meetings during the school day at an off-site location shall be reimbursed at the current IRS rate per mile after submitting a voucher of the incurred mileage that will be certified and approved by the Principal. This reimbursement shall be paid to the driver of the vehicle for mileage from the school location to the off-site location and subsequent return to the school building or actual miles driven, whichever is less.

N. Assistance in Non-Teaching Tasks

1. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible be utilized in direct instructional activities. Teachers will not be required to perform the following duties:

   a. Driving pupils to activities or functions which take place away from a school building.

   b. Keeping attendance registers and office cumulative record cards.
c. Performing bus duty, providing that teachers' aides are available to perform such service.

d. Preparing student report cards (though teachers shall continue to record their own assigned grades on the student's own card).

e. Recess and noontime playground supervision, provided that teachers' aides are available to perform such services.

f. Supervising cafeteria at lunchtime, provided that teachers' aides are available to perform such services.

g. Cleaning common areas such as teachers' lunch rooms and lounges.

2. All non-teaching duties presently performed by the professional staff shall be assigned on a fair and equitable basis.

O. Class size

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability, budget constraints, and all other educational considerations, ensure that class size is effective for instruction. However, the final decisions as to class size will be made by the School Committee in the best interests of all. Preference for smaller class sizes will be given to grades K – 4.

P. Professional Development

The Professional Development Fund is designed to support individual and group projects developed by teachers to improve the school programs. Projects include, but are not limited to, curriculum development, instructional improvement, evaluation of resources, school-community relations, and other educational initiatives.

Professional Development Funds would be awarded as follows:

a. Interested teachers shall submit a proposal to the building principal with a copy submitted to the Superintendent.

b. Teachers shall be compensated at a rate of $115 per day with a maximum award of $1500 per year, per individual, whether said individual is involved in one or more projects.

c. Projects become part of the Sturbridge School System.

Professional Development funds will be awarded based upon identified criteria as determined by the Superintendent or designee.

Q. Teacher Handbooks

It is agreed that if there is a conflict between the Contract and the Teacher Handbook the Contract shall take precedence.
R. Copies of Agreement

Copies of this Agreement shall be printed and provided to each member of the bargaining unit. The cost of this provision shall be borne by the School Committee.

S. Use of School Facilities

The Association shall have the right to place material dealing with the proper and legitimate business of the Association in the mailboxes of teachers. In addition, the Association shall have the right to use interoffice mail including email or other electronic communication for the purpose of notification to their members, but not to include discussion of union issues or items related to collective bargaining. All electronic communication must comply with the District’s user agreement.

T. Special Curriculum Programs and Field Trips

When special curriculum programs are held beyond the school day, teachers will plan with the Principal the extent of their participation at least by the prior week (except in case of emergency when participation will be by mutual agreement).

ARTICLE XV: HEALTH AND SAFETY CONCERNS

In order to assure that health and safety issues at the Burgess Elementary School are raised and addressed through proper channels, the following procedures will be followed:

1. The Association will designate three of its members as the Association Health and Safety Committee (AHSC) to serve as spokesperson and representative on health and safety issues.

2. Association members should feel free to bring any health or safety concerns to the AHSC.

3. The AHSC may bring any health or safety concerns to the Burgess Principal, or designated Assistant Principal, who depending upon the issue will:
   a. Address and resolve the concern, and if requested by the Committee, schedule a follow up meeting date within five (5) working days. If a follow-up meeting is requested, it will also be determined within five (5) working days that request to;
   b. Bring the concern to the attention of the Superintendent for resolution; or
   c. Notify the AHSC of the action taken. A summary of this action or an update on progress made towards addressing the concerns will be provided to the Association no later than four (4) working days after the meeting.

4. If the Association is not satisfied with the Principal’s action, it will address its concerns directly with the Superintendent of Schools.
ARTICLE XVI: SALARY

A. Method of Payment

1. Teachers shall have the option of receiving their annual salary in twenty-two (22) or twenty-six (26) equal payments, with checks being issued every other Thursday according to the standard Sturbridge pay schedule. Teachers who wish to elect the twenty-two (22) payment schedule shall notify the Superintendent by August 1st.

2. Teachers leaving the system in June can collect, in a lump sum by the next scheduled pay period after the close of school, the salary payments normally issued throughout July and August.

3. Teachers can collect, in a lump sum, by the next scheduled pay period after the close of school, the salary payments normally issued throughout July and August if notification is given to the Superintendent’s Office prior to May 15th.

4. Any teacher severing employment with the Sturbridge School Committee shall receive his/her final pay by the second scheduled pay period.

B. Qualifications for Salary Step and Lane Advancement

1. The salary schedule in effect for the duration of this contract is contained in Appendix A.

2. Annual step and lane increases based on the existing salary schedule shall be included in the budget for each teacher. These step increases for each teacher are not automatic, but are contingent upon satisfactory service which shall be determined by the Superintendent and the Principal. Such step and lane increases shall become effective at the start of each school year if documentation on lane movement has been received by August 1st. Documentation received by October 1st will receive 100% of lane increase and documentation received by February 1st will receive 50% of lane increase.

3. A teacher who had taught and/or been on paid leave for 93 or more days in the school year is eligible for advancement on the salary schedule the following school year.

4. Courses outside an M.A., M.Ed., or a Doctorate program are to be approved in advance by the respective Principals. Courses related to the teacher’s Individual Professional Development Plan, the School Improvement Plan, District Improvement Plan, approved graduate program, or applicable for licensing or relicensing, will be approved by the Principal. If questionable cases arise between the Principal and the teacher, the Superintendent will be consulted.

5. a. i. For each fifteen (15) or thirty (30) credits required for lane movement, all fifteen (15) or thirty (30) credits may come from outside approved sources. Half of the credits required for lane
movement may also come from Superintendent Approved In-service Offerings. Continuing Education Units (CEUs) also meet the requirement and equate to college credits as follows: 1.5 CEUs = 1 credit.

ii. For each fifteen (15) credits required for lane movement up to reaching the Masters Plus 30 lane, only two (2) online courses may be applied each year. Online credits beyond the two (2) courses per year may not be carried over and applied in subsequent years.

iii. For each of the thirty (30) credits required for lane movement beyond Masters Plus 30 there is no restriction on the number of online courses taken, however no one may advance more than one lane in any three year period. Any additional credits earned but not needed for lane change may not be carried over and applied for subsequent lane movement. (i.e. if a teacher earns thirty three (33) credits towards MA+60 in the three (3) year period, the additional three (3) credits may not be applied towards the MA+90)

iv. The above restrictions for online courses do not apply to anyone working towards a Master’s degree who has received prior approval for the program and whose online courses are part of that program.

b. Teachers will be granted credit towards lane changes for course work required by the district for SEI endorsement. Three increment credits (45 hours which will be done outside of the school day) will be granted if the teacher has not paid tuition to a college or university to award the credits, but has successfully completed the required coursework.

C. Qualifications for Increment Payments and Course Work

1. A teacher who is currently receiving increments, (currently $160 for each 3 credit or equivalent) including increments earned in courses completed in the fall 2006 semester, but is between lanes will continue to receive and earn increments until the next lane has been reached. Once the next lane has been reached, a teacher is no longer eligible to receive increments. No teacher, as a result of this contract, will receive less salary than currently receiving, and no teacher must advance to further lanes, except as required by state law to maintain certification.

2. The teachers listed in the Memorandum of Agreement currently at B30/M, who choose to pursue a Masters Degree shall, upon receiving a Masters Degree, be given credit for all courses previously approved by the Superintendent and completed, but not counted previously approved by the Superintendent and completed, but not counted toward the Masters program.

3. Teachers must earn a B or better in order for course work to be applied for increment payment and/or column movement.

4. When credit hours earned for increment payment during the year are reported to the Superintendent with substantiating certificates or transcripts by the beginning
of the school year, the increment payment shall be paid in a lump sum during the month of November. When credit hours earned for increment payment during the year are reported to the Superintendent with substantiating certificates or transcripts by February 1, half of the increment payment shall be paid in a lump sum by the end of March. In the event official records from colleges do not arrive prior to the notification dates at the beginning of the school year and February 1, increment payment will be made as soon as possible after pertinent materials have been received by the Administration.

5. In addition to accredited college courses, teachers may receive course payments for institutes. An institute is a district-sponsored course consisting of at least fifteen (15) hours with a minimum of twelve (12) hours of instruction and three (3) hours of application. The primary format of the institute will be presentation/demonstration and the majority of course hours will reflect this design. The course will have a syllabus which must be approved in advance by the Superintendent or designee and the content must be consistent with school goals. The institute will be conducted by a qualified consultant or expert practitioner. Upon successful completion of an institute, participants will receive one (1) credit or fifteen (15) professional development points. Three (3) institute credits will result in a course payment.

6. No increment credit will be awarded if the school district provided release time and/or paid the tuition/fees for the course or workshop. This does not include Tantasqua and Union 61 supported institutes or courses. It also does not apply to follow-up coursework done in conjunction with a school sponsored workshop or conference, if the individual pays for the opportunity to earn credit by completing additional work and the coursework is approved in advance by the Superintendent, which approval will not be unreasonably withheld.

D. Extra-Curricular Compensation

When possible, all openings will be posted by June 1st for the following year.

Other Extra Curricular Compensation

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ARTICLE XVII: DURATION

This Agreement shall be effective from **July 1, 2020 through June 30, 2023** and shall thereafter automatically renew itself for successive terms of one (1) year unless by the November 1st prior to expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

ARTICLE XVIII: ACCEPTANCE

IN WITNESS WHEREOF the parties of this Contract have caused the present to be executed by their agents here unto duly authorized, and their seals to be affixed hereto, as of the date first above written.

STURBRIDGE SCHOOL COMMITTEE By:

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STURBRIDGE TEACHERS’ ASSOCIATION/UNION 61 By:

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### APPENDIX A - SALARY AND LONGEVITY SCHEDULES

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### Longevity

Longevity is defined as continuous years of service in Burgess Elementary School. It will be paid according to the following schedule:

- In years 15-19: $250
- In years 20-25: $500
- *In year 26+: $2500

*At least fifteen (15) of these years must be as a teacher at Burgess Elementary School.

#### Effective for the 2021-2022 school year, the longevity will be paid in the following amounts:

- In years 15-19: $500
- In years 20-25: $1000
- *In year 26+: $2500

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APPENDIX B  Supervisors, Specialists, Counselors

Specialists in art, music, speech, instrumental music, physical education, media center, reading supervisors, learning disabilities coordinator, and guidance counselors, with a date of entry prior to September 1, 1991, and hired by the Town of Sturbridge on a full-time basis to carry out a complete program will be paid at a rate of five hundred ($500) dollars above the salary schedule at each step level. Part-time professional employees with a date of entry prior to September 1, 1991, carrying out a complete program shall be paid the above-stated salary on a pro-rated basis.

The following people are eligible for the stipend above:
Robert Krilovich
Jane Daubney-Goyette
Maureen Tolson

It has been agreed mutually by the Sturbridge School Committee and the Sturbridge Teachers Association that Karen Dawber is at Bachelors thirty (30). It is also mutually agreed that this teacher is allowed to carry over all non-Masters credits after receiving her Master’s Degree. As per the Collective Bargaining Agreement 2006-2009, these credits will remain until the teacher reaches the next higher lane.