



**AGREEMENT**

**BETWEEN THE**

**SUDBURY SCHOOL COMMITTEE**

**AND THE**

**SUDBURY EDUCATION**

**ASSOCIATION**

JULY 1, 2018 - JUNE 30, 2021



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## **ARTICLE I - AGREEMENT**

- A. This agreement is made and entered into on this 18<sup>th</sup> day of September 2018, with an effective date of July 1, 2018, by and between the Sudbury Public School Committee (hereinafter referred to as the "Committee") and the Sudbury Education Association (hereinafter referred to as the "Association").
- B. This agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreement or understandings, oral or written, shall be controlling or in any way affect the relations between the parties. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or addition to this Agreement which are to be effective during the term thereof, unless mutually agreed upon.
- C. Both the Committee and the Association recognize the primacy of the children of the Sudbury School System and both commit their services to the best educational interest of those children.
- D. For the purpose of this document, tenure shall mean professional teaching status (PTS) and non-tenure shall mean non-professional teaching status (Non-PTS).

## **ARTICLE II - RECOGNITION**

- A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in the Sudbury School System as defined below:
  - 1. All teachers and specialists under formal contract.
  - 2. All guidance counselors.
  - 3. All department heads, directors and coordinators.
  - 4. All Curriculum Specialists, Technology
- B. Excluded from this contract are:
  - 1. Superintendent.
  - 2. Director of Business and Finance.
  - 3. Director of Student Services.
  - 4. Assistant Superintendent.
  - 5. All principals and assistant principals.

6. METCO Coordinator
  7. House Administrators, Middle School
  8. Early Childhood Director
  9. Curriculum Coordinators
- C. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its activities.

### **ARTICLE III - SCHOOL COMMITTEE**

The Committee is a public body elected by the citizens of Sudbury and established under and with powers provided by the Statutes of the Commonwealth of Massachusetts. Except as specifically abridged, delegated, granted or modified, by this contract or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the School Committee prior to the effective date of this contract are retained by the School Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

- A. A "grievance" is an alleged violation of this Agreement or any dispute over its interpretation, meaning or application. The parties agree to make reasonable attempts to resolve grievances informally before they are presented at the principal or immediate supervisor level. A grievance must be presented within 20 school days of the time of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence, whichever is later, and must be processed in accordance with the steps, time limits, and conditions as set forth below in this Article:
1. The grievance shall first be filed in writing with the principal or immediate supervisor. A Grievance Form will be completed by the Grievant for purposes of filing a grievance. The grievance must state the names of the parties, the alleged facts pertaining to the grievance and the applicable provisions of this Agreement. The principal shall meet with the grievant and the Association's representative and attempt to settle the grievance within five (5) school days. The principal shall give a written answer to the grievant and the Association within five (5) school days after the date of such meeting.
  2. If the grievant is not satisfied with disposition of his/her grievance, he/she shall bring the grievance to the Superintendent in writing within five (5) school days after receipt of the principal's answer. The Superintendent shall meet, within five (5) school days after receipt of the written grievance, with the grievant and the Association's representative and attempt to settle the grievance. The Superintendent shall give a written answer to the grievant and the Association within five (5) school days after the date of such meeting.

3. If the grievant is not satisfied with the disposition of his/her grievance, the grievant or the Association shall bring the grievance in writing to the Committee within ten (10) school days after the receipt of the Superintendent's answer. The grievant and the Association's representative shall meet with the Committee within the next two scheduled Committee meetings, by agreement between the Association and the Committee, to discuss the grievance in executive session and attempt to settle the grievance. The Committee shall give a written answer to the grievant and the Association within ten (10) school days after the conclusion of the meeting.
  4. The Committee's answer shall be considered accepted unless within five (5) school days after receipt thereof the Association notifies the Committee in writing of its intentions to take the matter to arbitration pursuant to Article V.
- B. If the grievant or the Association fails to carry a grievance to the next step within the prescribed time limit, it shall be deemed closed on the basis of the last written answer. If the principal, Superintendent, or Committee fails to answer a grievance within the prescribed time limit, the grievance shall be deemed automatically advanced to the next step. The indicated time limits may be extended by mutual agreement. All such agreements to extensions must be in writing.
  - C. The Association, through its duly authorized representative, may initiate action on behalf of a group of grievants directly to the Superintendent, if, in the opinion of the Association, no disposition can be made at a lower level. At the time of the submission of a group grievance, the Association shall distribute a copy of the grievance to all immediate supervisors.
  - D. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities (PR&R) Committee of the Sudbury Education Association, or any other participant in a grievance by reasons of such participation.
  - E. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
  - F. Unless parties mutually agree otherwise, all meetings for the purpose of discussions of grievances shall be held before or after the school day.

#### **ARTICLE V - ARBITRATION**

- A. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five school days, thereafter, upon written notice to the other, request

the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

- B. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this agreement.
- C. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific provision of this Agreement; the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The parties are agreed that no restrictions are intended on the rights and the powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement.

The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions presented by the parties during the arbitration proceedings. The decision of the arbitrators shall be submitted to the Committee and to the Association and shall be binding on both parties.

#### **ARTICLE VI - TEACHING HOURS AND TEACHING LOAD**

- A. The work year of returning teachers under a ten-month contract will generally begin no sooner than September 1 and terminate no later than June 30. In the event the School Committee determines that it would be beneficial for the work year to begin earlier than the first Tuesday after Labor Day, the Committee will notify the Association on or before February 1 of the school year preceding the proposed change and discuss with the Association the date for the beginning of the work year.
  - 1. The work year of teachers shall consist of 183 days, which shall include 180 days with students; one (1) day prior to the arrival of students, and two (2) professional development days scheduled prior to the end of the work year.
  - 2. Teachers new to the Sudbury Public Schools may be required to attend three additional days before the opening of school.
- B. The School Committee and the Association agree that the teachers in Sudbury shall devote the time necessary in their professional judgment to ensure that they meet all their professional obligations, such that the students receive the highest quality of education. The foregoing responsibility of the teachers is limited only to the following degree:
  - 1. All teachers may be required to attend two (2) outside of workday hour meetings per month. Such meetings will end or begin within fifteen (15) minutes of the start or conclusion of the student day and may generally not exceed one (1) hour before

or after the beginning or conclusion of the workday. Regular building staff meetings held during the workday do not count toward the two (2) meetings. Attendance at all other meetings outside of workday hours will be at the option of individual teachers, except for meetings, that a teacher is required to attend as part of the implementation of an IEP. Under normal circumstances, such meetings will generally be held during the school day. In addition, under normal circumstances, a one (1) week notice of all the aforesaid meetings will be given to teachers.

2.
  - a. Recognizing that teachers who have students within their classrooms with moderate to severe special needs may require regular meetings with consultant/SPED staff in order to effectively carry out the goals and objectives of the IEP(S), the Committee is committed to providing time to those teachers during their contract day. This time will not impact their personal planning time or duty-free lunch time. If said time is unable to be scheduled, time/coverage will be provided for up to ninety (90) consecutive minutes each month, or as otherwise agreed upon by the teacher and the principal.
  - b. The implementation of this agreement will be jointly resolved by a committee comprised of one (1) principal and one (1) teacher from each school building; a member of the S.E.A. negotiations team and the Superintendent or designee.
  - c. The Committee may agree to utilize early-release Wednesday afternoons.
  - d. If a special educator, guidance counselor, psychologist or speech/language pathologist (collectively “special educator” for the purposes of this provision Art. VI (B)(2)(d)) believes that his or her workload is excessive, he or she may request a meeting with his or her principal in consultation with the SEA President. In the event that the principal determines based on the evidence and information provided by the special educator or SEA President that the special educator’s workload is excessive, they will discuss options to address the special educator’s workload. The Principal may offer such options as, temporary relief from non-teaching duties, release time in the professional day and/ or professional assistance to complete mandated requirements.
- C. The regular workday for teachers will begin at least ten minutes before the students are assembled in homeroom/classroom and end at least ten minutes after students are dismissed, and the work day for teachers shall be increased as follows:

**Elementary Level:** The work day for teachers at the elementary level shall be increased by 25 minutes on Tuesdays, and Thursdays beyond the elementary teacher contractual work day in the 2014-2015 work year. (The contractual work day for elementary teachers in the 2014-2015 work

year was 6 hours and 50 minutes including the ten (10) minutes before students were assembled and the ten (10) minutes after students were dismissed for the day.) Therefore, starting with the 2017-2018 work year, the contractual work day for elementary teachers on Tuesdays, and Thursdays shall be 7 hours and 15 minutes. The additional 25 minutes of time on Tuesdays and Thursdays will be used for planning, consults, and collaboration to meet student learning needs. Use of the additional 25 minutes of time will be mutually agreed upon by building leadership teams that are comprised, at a minimum, of teachers and administrators.

**Middle School Level:** The contractual work day for teachers in the middle school and teachers/specialists who split their time between the middle and elementary school levels shall be 7 hours. .A mutually agreed upon side letter will be executed to address the use of the middle school time"

1. The end of the teacher workday on regularly scheduled early dismissal days will be the same hour as for full days. The beginning of the teacher workday on scheduled late start days will be the same hour as for full days.
  2. The parties recognized that increasing the amount of student participation in core learning activities might be necessary in order to comply with the time in learning regulations. In the event that the administration chooses to extend the student day at the beginning or the end of the school as one method to accomplish this result, the teacher's contractually mandated workday will not be longer than it is currently despite the language of article VI (C).
- D. Teachers will have a duty free lunch of twenty-five (25) minutes per day. However, it is understood by the parties that at all times during the noon hour there shall be at least one teacher in each school building who shall be available for emergency needs and during times of inclement weather. It is understood that such minimums may be exceeded by the Administration.
- E. All teachers shall perform no more than 150 minutes of supervision of students per week. Such supervisory assignments shall be limited to corridor duty, cafeteria duty, recess duty and bus duty and shall be assigned on an equitable basis in terms of time and on a rotating basis in terms of staff availability. It is understood that such maximums may be decreased by the Administration.
- F. The teaching load of middle school teachers will be planned for not more than five pupil-sections per week or the equivalent. All additional duties will be assigned equally among teachers. Any additional sections to be taught will be by mutual agreement between the teacher and the principal.

- G. The teaching load of department heads, teaching directors, and coordinators will be planned to provide time to perform supervisory duties. The impact of curriculum development and/or system wide coordinating changes affecting the staff's workload is subject to bargaining between the Committee and the Association.
- H. All teachers at both the middle and elementary schools shall have a minimum of 200 minutes of preparation time per week. The Committee will provide one preparation period, exclusive of the duty-free lunch period, of thirty-five (35) minutes duration each full day to teachers at the elementary schools. Every effort shall be made by the Committee to increase the number of minutes contained within this preparation period.  
  
The Committee will provide one preparation period, exclusive of the duty-free lunch period each full day to teachers at the middle school. It is understood that such minimum may be exceeded by the administration.
- I. Middle School Teachers will not be required to teach more than two subjects nor more than three teaching preparations within said subjects at any one time. Such number of teaching preparations may be exceeded by mutual agreement between the teacher and the building principal. Unified arts teachers may be asked to teach a 4<sup>th</sup> prep if there is a significant impact to staff or programs. The teaching of four preps would not be required in consecutive years unless elected to do so by the staff member, and would be shared on an equitable basis by all members of the discipline.
- J. Any part time employee with an FTE of .7 or less who is scheduled across more than 4 school days, may request a meeting with the Building Administrator and SEA President to discuss the assignment. The administrator's decision will be reviewed by the Superintendent upon the request of the employee and/or the Association.
- K. Teacher participation in student activities that are approved by the Committee, or its designee, will be voluntary and will be compensated for under the extra-duty compensation schedule.

#### **ARTICLE VII - STAFFING RATIO**

- A. It is recognized that within reasonable limits sufficient staffing is a major investment in the quality of Sudbury's education program. It shall be the policy of the Committee to request and to maintain staff ratios equal or in excess of the present state guidelines of 40 teachers and 10 additional professional staff per 1,000 students for elementary systems.
- B. The Committee and the Association agree that the major function of the operation of a quality education program is the effective interaction of professional staff and students. Both parties recognize the needs for various program areas and the requirement for staff specially qualified in each of these areas.

### **ARTICLE VIII - NON-TEACHING DUTIES**

- A. The Committee and the Association agree that a teacher's primary responsibility is to the educational growth of Sudbury's children. The Committee and the Association recognize that teacher aides and part-time clerical employees are useful and necessary in order to implement this principle. Non-teaching personnel shall be assigned to perform the following:
1. Administration of eye or ear examinations and weighing and measuring pupils.
  2. Keeping registers and other similar clerical functions.
  3. Collecting money from students.

Non-teaching personnel may, to the extent possible, be assigned to perform the following:

1. Supervision of lunchrooms.
2. Supervision of playgrounds.

The cooperative effort of the staff and principal of each building will design and implement its own procedure for bus unloading and loading consistent with the maturity of children and their physical and emotional well-being.

- B. Teachers will not be required, nor will they be permitted except with the consent of the Superintendent or his designee, to transport pupils to activities that take place away from the school building.
- C. The functions of determining requirements, recruitment, and training and evaluation of teacher aides is the responsibility of the administration; teachers should play an important role in teacher aide training. While a teacher aide is performing his/her functions in the classroom, he/she does so under the direction of the classroom teacher, and that teacher has the responsibility to assure that the teacher aide contributes effectively to the educational process.

### **ARTICLE IX - TEACHER EMPLOYMENT**

- A. Full credit shall be given for previous outside teaching experience. Full credit may be given for directly related skills upon initial employment. Additional partial credit not to exceed two years for military duty and not to exceed two years for Peace Corps work may be given upon initial employment.
- B. Teachers with previous teaching experience in the Sudbury Public Schools will upon return to the system receive full credit for all outside full time teaching experience, military experience and Peace Corps work up to the maximum set forth in section A above.
- C. In the event a reduction of staff is necessary, as determined by the Committee, the following procedure shall apply:

1. If the Committee determines that the number of staff to be employed for a given year is less than the preceding year, the Superintendent will determine a list of people, covered by this Agreement, to be laid off. Length of service will generally prevail as hereinafter provided:
  - a. Should a teacher receive an unsatisfactory annual evaluation in the preceding year said teacher will be moved to the bottom of the Seniority List. Said teacher shall remain at the bottom of the list until such time as the teacher is placed on a directed growth plan or a self-directed growth plan, at which time the teacher shall be restored to his/her appropriate position on the list.
  - b. No Professional Teaching Status (PTS) teacher shall be laid off if there is a Non Professional Teaching Status (non-PTS) teacher holding a position for which the Professional Teaching Status teacher is certified to fill.
  - c. No PTS teacher shall be laid off if there is another PTS teacher lower on the Seniority List who holds a position within two grade levels above or below (three grade levels above, if Kindergarten; and, three grade levels below, if eighth grade) for which the first PTS teacher is certified, except where the junior teacher is substantially more qualified than the first teacher.
  - d. A teacher who has less than a full assignment (e.g. 4/5, 3/5) must be laid off before any teacher who has a full assignment is laid off with the exception of those teachers in a job-share position as provided in Article XXI, I.

A teacher with a full assignment may bump a teacher with less than a full assignment but a teacher with less than a full assignment may not bump a teacher with a full assignment. In no event shall a non-PTS teacher bump a PTS teacher regardless of the extent of the PTS teacher's assignment (e.g. 5/5, 4/5, 3/5).
  - e. Length of service shall be defined as length of continuous service pro rata (e.g. 3/5 vis a vis 5/5) full-time employment in a professional position in the Sudbury Public Schools from the first day for which compensation was received, including time spent on paid leaves of absence. Time spent on unpaid leaves of absence shall not accrue towards length of service but neither shall it constitute an interruption of employment. Length of service for teachers with less than a full assignment (e.g. 4/5) shall be prorated directly proportional to their assignments (e.g. a teacher with a 4/5 assignment for a school year shall accrue 4/5 of a year length of service).
  - f. Lay-off for all teachers shall be by reverse order of their placement on the Seniority List at the time of lay-off, except where a junior teacher is substantially more qualified.

- g. Should the Superintendent resort to the use of the "substantially more qualified" standard set forth in sections C.1.c or C.1.f, the Superintendent shall so notify the Association and the Association may present a grievance in writing to the Superintendent within seven (7) calendar days of the time of such notice and the Superintendent shall within seven (7) calendar days of the receipt of the grievance meet in executive session with representatives of the Association for purposes of hearing said grievance. In the event that the Superintendent fails to so meet, or if the Association is otherwise not satisfied with the disposition of the grievance, the Association may submit the issue directly to expedited arbitration. During such proceedings, the Superintendent shall bear the burden of proof by a preponderance of the evidence in establishing that the junior teacher who was retained is/was substantially more qualified than the more senior teacher who was laid off. The provisions of Article V - Arbitration shall otherwise be applicable to this arbitration.
2. In the event that the length of service, as defined in C.1. above if two or more teachers are equal, the order of placement on the Seniority List shall be determined by applying the following criteria in the order of priority listed below:
- a. The teacher with fewer unsatisfactory annual evaluations of performance in professional positions shall be considered to be the most senior teacher.
  - b. If, after C.2.a. above, position on the Seniority List is still unresolved, the teacher possessing the greater amount of training shall be considered to be the most senior teacher. Training shall be defined as follows:
    - 1) The degree status and course credits attained at the time of initial employment; and/or
    - 2) Degrees and/or credits for in-service courses, courses at accredited colleges, universities or professional training schools which were/are related to the teacher's prior or current assignment or professional goal within the field of education and which were attained after initial employment.
  - c. If, after C.2.b. above, position on the Seniority List is still unresolved, the teacher with the most areas of certification shall be considered to be the most senior teacher.
  - d. If, after C.2.c. above, position on the Seniority List is still unresolved, the teacher with the most experience in the field of education, and for which credit was given on the most recent date of hire, shall be considered to be the most senior teacher.

- e. If, after C.2.d. above, position on the Seniority List is still unresolved, the teacher who received, on the most recent date of hire, the most credit for related experience, outside the field of education, shall be considered to be the most senior teacher.
- f. If, after C.2.e. above, position on the Seniority List is still unresolved, the recommendation of the Superintendent shall prevail in determining the more senior teacher.

#### D. Layoff Procedure

1. To the extent possible and practical, normal attrition will be used. That is, teachers who resign will not be replaced if there are certified teachers available in the Sudbury Public Schools.
2. Any and all substitute teachers will be issued non-rehire notices before any teacher covered by this agreement is laid off.
3. Reductions in positions will normally be effective only as of the first day of any professional work year. The Superintendent shall make every effort to notify any teacher who is to be laid off by April 15, but in any event, no later than May 15 of the school year preceding the school year in which the layoff is to occur.
4. Where, in the opinion of the Superintendent, it is both possible and practical, an effort will be made to retrain teachers for available positions on the teaching staff. The Superintendent will determine an appropriate level of retraining.

#### E. Rights of Teachers on Layoff

1. While former members of the professional staff covered by this Agreement continue on layoff, the Superintendent agrees that no new teachers shall be hired, unless, after taking into account the provisions of the contract:
  - a. No such former employee is determined by the Superintendent to be certified to fill the position; and
  - b. All such former members have declined in writing any offer to fill a vacancy.
2. Recall will be by the order of placement on the Seniority List at the time of layoff. Except that the Superintendent may recall a teacher with less seniority into an available position provided that such less senior teacher, as determined by the administration, is more qualified than the more senior teacher in relation to the available position.
3. Teachers shall be notified of recall via certified mail at the last address of record at the office of the Director of Human Resources.

4. A teacher shall have fifteen (15) calendar days from the receipt of the letter to notify the Superintendent of his/her acceptance or rejection.
  - a. A teacher who rejects recall for reasons of illness or disability rendering the teacher unable to work or other good reason as determined by the Superintendent shall be moved one (1) position down on the recall list; and the reason for the rejection must be stated on the teacher's letter of rejection. Proof of illness or disability must be furnished to the Superintendent, if requested. Regarding an illness or disability rendering a teacher unable to work, the Committee may require a letter from a physician, certifying that the teacher's illness or disability renders him/her unable to work. All teachers who reject a recall with no reason or an unacceptable reason under this section will be removed from the recall list. A teacher's failure to answer a recall notification shall be considered as rejection without reason and said teacher's name shall be removed from the recall list. A teacher will remain on the recall list for two years from the effective date of the lay-off. The teacher and the Association will be notified in writing within fifteen (15) days of the teacher's removal from a recall list.
  - b. All benefits to which a teacher was entitled at the time his/her layoff commenced, including previously accumulated sick leave days will be returned to him/her upon recall, provided said benefits do not exceed the benefits currently in effect upon said teacher's return. In compliance with the provisions of Chapter 32B of the General Laws, teachers on recall shall be eligible to maintain their group insurance benefits provided that they pay the full premium costs of such insurance(s).
5. Teachers who have been laid off shall be given preference on the substitute list if they so desire and indicate in writing.
6.
  - a. One Seniority List shall be established each school year prior to November 1 of said year and shall remain in effect until the subsequent list has been established. Should the Association choose to challenge the accuracy of the Seniority List, written notice detailing the challenge shall be sent to the Superintendent within twenty (20) school days of receipt of the Seniority List. Within ten (10) school days of the receipt of the challenge, the Superintendent shall meet with the Association's representative to resolve the challenge. If the parties are unable to resolve the challenge, the matter shall be immediately submitted to arbitration in accordance with Article V of the Agreement.
  - b. Challenges to the make-up of subsequent annual Seniority Lists may be made only to the extent of the change, if any, to the preceding Seniority List.

F. Non-PTS - The provisions of Article IX, sections C, D, and E shall not apply to non-PTS teachers.

G. Compliance with Statutory Changes on Reduction in Force (RIF)

A Joint Labor Management Committee consisting of no more than five members from the SEA- Unit A and no more than five members appointed by the School Committee shall meet to revise the language in the parties' collective bargaining agreement that, as of September 1, 2016, will no longer be consistent with the law regarding reductions in force. Recommendations for changes in the language shall be made to the parties no later than May 16, 2016. Any changes in the language shall be subject to ratification by the SEA membership and approval by the School Committee.

### **ARTICLE X - TEACHER ASSIGNMENT**

- A. The methods of assigning teachers and other staff shall be accomplished by the administration.
- B. Teachers will be notified in writing of their assignments for the next school year by the last day of instruction. In the event there will be a change to a teacher's FTE status (workdays/hours), school, grade level, team/structure, year and/or subjects they will teach and any special or unusual classes for the next school year, they will be notified of such change(s) in writing not later than the school day prior to Memorial Day break. The Association acknowledges that teaching assignment notifications are based on the best available information regarding student enrollment, student program choices, teachers returning in the next year, budget, etc. In the event that there is a change to this information after the notice of assignment is given, teaching assignments may also change in response to the new information.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except by mutual agreement of the teacher and administrator concerned, outside the scope of their teaching certificates and/or their major or minor field of study.
- D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive payment at the current rate per mile for Sudbury employees for all inter-school travel.
- E. Teacher Assignments will be made without regard to race, creed, age, color, religion, nationality, sex, marital status, or political affiliation.

## **ARTICLE XI - TRANSFERS AND VACANCIES**

- A. By May 1 building Administrators/Department Heads will assess the team/grade needs for the next year. If it is the determination that the structure of the teams/grades will differ from the current year, the Administration will communicate these changes with the department/team/grade for discussion of current staff preferences. Should a transfer between teams or grades be determined necessary, the Administration will first ask for volunteers. Administration is not required to transfer the volunteer if in the sole determination of the administrator, the transfer of the volunteer is not in the best interest of the school or students. The employee may request a meeting with the principal and Union representation to discuss the decision rationale. Any involuntary transfer will be reviewed by the Superintendent upon the request of the transferred employee and/or the Association.
- B. Involuntary transfers will be made only when, in the opinion of the Superintendent, they are warranted by either changes in education programs, or changes in enrollments, or shifts in population density or staff reductions. When such 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 Sudbury School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable open position 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 and be provided with a list of positions in other schools. The teacher may request to meet with the Superintendent (or his designee) and the Association's representatives to discuss the transfer.
- C. Notice of transfer will be given to teachers no later than the school day prior to Memorial Day break.
- D. Voluntary Transfers- Teachers desiring a transfer to another location will submit a written request to the Superintendent, or Designee, with notification to the current building principal, stating the location and assignment preferred. Such requests must be submitted by March 1<sup>st</sup> during the prior school year. Transfer requests must be renewed each year. All requests will be acknowledged in writing via letter or e-mail. Proposed transfers must be agreeable to the receiving principal.
- E. Vacancies- Vacancies shall be publicized by the Superintendent or Designee by means of a notice delivered electronically to each Association member at least fifteen (15) calendar days in advance of the appointment. Teachers who have applied for the position will be notified of the action regarding their application as early as possible.
- F. Bargaining Unit Members who are notified of a physical space change on or after the 175th day of school will be compensated \$250 for moving inconveniences. Any Bargaining Unit Member who requests a move after the 175th day will not be eligible for compensation.

## **ARTICLE XII - ADVERTISING OF POSITIONS**

- A. Whenever any new professional position occurs, it will be publicized by the Superintendent (or designee) by means of an electronic notice delivered to each Association member at least ten (10) working days in advance of the appointment during the school year. In the notice the qualifications for the job classification and its duties will be clearly set forth.

During the months of July and August, notice of any such position will be sent electronically to the members.

- B. All teachers will be given an opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants.
- C. Appointments will be made without regard to race, creed, age, color, religion, nationality, sex, marital status, disability, sexual orientation or political affiliation.

## **ARTICLE XIII - POSITIONS IN SUMMER SCHOOL, EVENING**

### **SCHOOL AND UNDER FEDERAL PROGRAMS**

- A. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized electronically by the Superintendent(or designee) in each school building and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.
- B. Positions in the Sudbury Summer School and positions under Federal programs will be filled first by regularly appointed teachers in the Sudbury School System where those teachers possess qualifications required for the position.
- C. In filling such positions, consideration will be given a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Sudbury Public Schools.

## **ARTICLE XIV - PROFESSIONAL GROWTH**

- A. The evaluation instrument titled “Sudbury Public Schools Professional Staff Evaluation Guidelines” was revised on June 6, 2012 with mutual agreement of the parties and shall not be changed without mutual agreement during the term of this agreement.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors and to file in their personnel folders a written answer thereto.
- C. Teachers have the right, upon request, to either review the contents of their personnel file in-person or to receive a copy of the contents of it. Teachers wishing to do either should contact the Human Resources Office to make arrangements. Upon receipt of a request, the Human Resources Office will produce a copy of the personnel file within five (5) business

days of receiving such a request or will schedule a time for the teacher to review his or her personnel file within five (5) business days after receiving such a request. If the teacher has requested an in-person review he or she may request a copy of individual documents reviewed. Additionally, a teacher may, if he or she so chooses, have an appointed or elected representative of the Association's Executive Board present during any in-person review. No material originating after original hiring, derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such 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.

- D. The Association recognizes the authority and responsibility of the principal 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 the principal, it is to be done only after consultation with the principal, and the teacher may request and be entitled to have a representative of the Association present.
- E. No teacher will be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause. All Superintendent action relating to teachers shall be in conformance with State statute.

#### **ARTICLE XV - SALARIES**

- A. The salaries of all persons covered by the agreement shall consist of two components:

Basic salary

Extra duty compensation

1. Effective on the first workday of the 2018-2019, 2019-2020, and 2020-2021 school years, the salaries shall be in accordance with the changes to the schedule as shown in Appendix A of this agreement.
2. If elected, teachers serving satisfactorily for three years consecutively shall be elected to start the fourth and subsequent years at the discretion of the Superintendent (with PTS), but the Superintendent may elect a teacher who has served in its schools for not less than one year to serve at such discretion.
3. All teachers shall be paid their annual salary in twenty (21) semi-monthly payments between September 1 and June 30. Additionally, bargaining unit members may opt to receive their salary in twenty-six (26) semi-monthly payments throughout the year extending from September through August.

An individual teacher must elect in writing his/her salary options for a particular contract year by August 1 prior to the commencement of the contract year in which the election is to be effective. Said election shall remain in effect for that contract year and shall continue from contract year to contract year unless a teacher submits a different written option prior to August 1 for the next contract year. This will occur except in the years when the date requires there to be 22 and 27 payments. The Superintendent (or designee) will notify the Association when this is necessary.

4. Commencing with the first pay period in the 2015-2016 work year or as soon as practical thereafter, all employees shall receive their pay through direct deposit. (It is agreed that any employee who did not receiving his/her pay through direct deposit at the start of the 2015-2016 work year shall provide the business office with the necessary authorization for direct deposit no later than November 30, 2015.)
- B. Placement on a column of the salary schedule and corresponding compensation shall be subject to the following conditions:
1. A teacher must submit an Intent to Change Lane form with the Superintendent, or designee, by January 1st in order for the change in placement and salary adjustment to become effective in the next school year. This form shall be submitted if the teacher will have earned sufficient credits to provide for a change in his/her lane placement on the salary schedule for the upcoming school year.
  2. All courses must be approved in advance by the Superintendent, or designee, and must bear a direct relationship to the teacher's assignment or professional goal at the time the request for approval is made.
  3. All credits must have been earned in a fully accredited institution or through an in-service program or an organization recognized and approved by the Superintendent, or designee.
  4. A maximum of six credits may be earned prior to the receipt of the Master's degree but in no case more than five years prior to the receipt of the Master's degree or ten years prior to the date of the request to receive approval.
  5. Credits shall not include any of those earned as part of a bachelor's or master's program.

6. Teachers must file with the Superintendent an official transcript for all courses taken as soon as possible after the completion of the course. The Superintendent, or designee, may accept verification from the college or university of degree/course completion and grade while awaiting the official transcript.
  7. Movement on the salary schedule lane placement to another salary schedule lane placement will only occur effective on the first day of the work year. Courses completed by the start of the school year with proof of completion by October 1st will be accepted for retroactive movement on the new lane placement.
- C. Teachers shall be placed on the M+30 column when they have earned thirty (30) credits in addition to their Masters degree. Said placement shall be subject to the provisions of Article XV, Section B.
- D. Teachers shall be placed on the M+60 column when they have earned sixty (60) credits in addition to their Masters degree. Said placement shall be subject to the provisions of Article XV, Section B.
- E. Extra-curricular activities require considerably more time and energy than that expected under a normal teaching load. Coaching athletic teams after the regular school day and supervising some of the other non-athletic activities are in the extra duty category.
- These will be considered contractual assignments and will be cause for additional compensation which shall be in accordance with Appendix B attached hereto and made a part hereof.
- F. Senior Service Increment
1. A teacher with twenty (20) years of service in the Sudbury Public Schools and who has achieved a Proficient or Exemplary rating on the Annual Summative evaluation for that school year or the school year prior to that school year shall receive a five hundred dollar (\$500) increment to be given to the teacher in the first paycheck of December of each school year.
  2. A teacher with twenty-five (25) years of service in the Sudbury Public Schools and who has achieved a Proficient or Exemplary rating on the Annual Summative Evaluation for that school year or the school year prior to that school year shall receive a fifteen hundred dollar (\$1500) increment to be given to the teacher in the first paycheck of December of each school year.
  3. A teacher with thirty (30) years of service in the Sudbury Public Schools and who has achieved a Proficient or Exemplary rating on the Annual Summative Evaluation for that school year or the school year prior to that school year shall receive a two thousand dollar (\$2000) increment to be given to the teacher in the first paycheck of December of each school year.

4. Applicability of Senior Service Increment

Teachers with fifteen (15) years of service in the Sudbury Public Schools as of 2000-2001 will become eligible for the Senior Service Increment in their twenty-first (21<sup>st</sup>) year of service in Sudbury (see exception in paragraph F. of this provision).

Teachers with less than fifteen years of service on September 1, 2000 will not be eligible for the Senior Service Increment.

G. 403(b)Plan

Effective on September 1, 2001, the School Committee shall match employee contributions to a maximum of two hundred (\$200) dollars to an annuity plan designated by the teacher (a teacher may contribute more if he or she chooses to do so). Effective in Fiscal Year 2019, employees making a 403b will receive a match from the school committee not to exceed \$300/ year (a \$100 increase over the previous amount) for the duration of the contract.

All teachers who do not receive a Senior Service Increment on September 1, 2001 are eligible to participate in the 403(b) Plan.

However, teachers referred to in Section E(4) above are eligible to receive the 403(b) Plan their fifteenth (15<sup>th</sup>) through their twenty-first (21<sup>st</sup>) year of service; however, these teachers must choose between continuing in the 403(b) Plan or electing to receive only the Senior Service Increment available in their twenty-first (21<sup>st</sup>) year of service in Sudbury.

**ARTICLE XVI - ASSOCIATION RIGHTS AND PRIVILEGES**

The Committee agrees that in the interest of providing the professional staff of Sudbury with the finest professional atmosphere, the following rights and privileges will be extended to the Association:

1. Space will be provided for the Association President to have a desk, filing cabinet and a telephone, (all to be provided by the Association) located in the same building of the President's primary teaching assignment.

Should a space emergency arise in the said building, a new, mutually agreed upon space will be determined.

2. The third Wednesday of every other month will be set aside for Association meetings beginning in September. Teachers will be allowed to leave their respective buildings to attend a designated meeting at 3:45 P.M.
3. One (1) hour per month or its equivalent shall be available to the Association President to conduct Association business. The time will be mutually scheduled between the building principal and the Association President.

## **ARTICLE XVII - TEACHER FACILITIES**

- A. Each school will have the following facilities:
  - 1. Space in which each teacher may safely and conveniently store instructional materials and supplies.
  - 2. A teacher work and lounge room containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 3. A serviceable desk and chair for each teacher.
  - 4. Separate well-lighted and clean teacher rest rooms for men and women teachers.
- B. An adequate portion of a well-lighted parking lot at each school will ordinarily be reserved for teacher parking.

## **ARTICLE XVIII - USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings and will apply routinely for such use through the Central Office. The Association will have the right to use school athletic facilities and equipment one evening each week. The schedule and other related matters will be arranged in advance with the Central Office.
- B. There will be one bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material.

## **ARTICLE XIX - SICK LEAVE**

- A. A total of sixteen days shall be allowed each teacher on a ten month contract and nineteen on a twelve month contract in each school year with full pay for absence because of his or her own sickness. For teachers employed less than the full year this will be prorated. For teachers working in the system prior to August 31, 1987, sick leave shall be cumulative and without a limit. Teachers who start working in the system on or after August 31, 1987 shall only be able to accumulate sick leave up to a maximum of one hundred eighty-three (183) days.
- B. A "Sick Leave Bank" has been established whereby teachers may "deposit" one day of the sick leave to which they are entitled each year. Teachers who have a protracted illness and who have used up the sick leave to which they are entitled may apply to draw on the bank. The operations of the bank and withdrawals therefrom shall be carried out in accordance with guidelines prepared by a committee composed of equal numbers of persons designated by the Superintendent and by the Association. The Association will submit a statement of deposits to the Superintendent by November 1.
- C. Before December 1 of the school year, a statement of unused sick leave shall be issued to each teacher in writing and a statement of the total number of days in the "Sick Leave Bank" will be forwarded to the President of the Association.

## ARTICLE XX - TEMPORARY LEAVES OF ABSENCE

A. Upon recommendation of the Superintendent, teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Each teacher shall be entitled to a total of five (5) days of leave with pay during each school year. The parties agree that such leave should only be taken for important personal reasons that cannot be conducted outside of the school day; shall not be taken for the sole purpose of extending a weekend, vacation or school holiday or for travel for said reason; and not as vacations or for recreation.

Whenever a person is proposing to take more than one consecutive day as personal days or one day at either end of a school vacation week or holiday weekend as a personal day, pursuant to this section the employee shall notify the Superintendent, or designee, in writing, on a form provided by the Superintendent, at least five (5) school days before the date on which the leave is to be taken or commence. Approval of leaves pursuant to this section shall be the sole responsibility of the Superintendent or designee. For all other personal days, the person shall use the same notification as he/she would for a day of sick leave.

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
3. Time for a maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. Salary for the period of leave shall be adjusted to equal the difference between the service pay (less travel) and the teacher's regular salary.
4. Any unauthorized absence shall be without pay; the loss of pay shall be an amount that is determined by dividing the number of days of unauthorized leave by the number of contract days in the school year multiplied by the teacher's annual rate of pay. Any teacher who has unauthorized absences, except in an emergency, of two (2) days or more shall be considered to have resigned.
5. Bereavement: Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling or other member of the immediate household.

Teachers will be granted one (1) day in the event of death of a teacher's grandmother, grandfather, 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 aforesaid five (5) days. Special consideration may be given where distance is a factor.

- 6 Serious Family Illness: Teachers will be granted up to five (5) days at any one time in the event of serious illness requiring bedside or household attention by the teacher to a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling or other member of the immediate household. The intent of this leave is for care and attention to one who may be suffering from a critical, life threatening or serious illness. One such leave, within a school year, will be granted for each illness of an individual family member; however, the Superintendent, or designee, may grant additional days in cases of prolonged or critical illness.
7. Time necessary for attendance at any summer institute that has been granted to a teacher by a federal or state funded program.

#### **ARTICLE XXI - EXTENDED LEAVE OF ABSENCE**

- A. The Committee agrees that up to three teachers designated by the Association may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) official activities. Upon return from such leave, a teacher may be considered, for salary purposes, as if he/she were actively employed by the Committee during the leave.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or any Teacher Corps, serves as an exchange teacher, and is a full-time participant in any such programs. Upon return from such leave, a teacher will be considered for salary purposes, as if he/she were actively employed by the Committee during the leave.
- C. Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on a salary level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years.
- D. PARENTAL LEAVE OF ABSENCE
  1. Childbirth and/or rearing: A parental leave of absence shall be granted upon request to any qualifying employee for the purpose of giving birth to and/or rearing a newly born infant.
  2. Adoption/rearing: A parental leave of absence shall be granted upon request to any qualifying employee for the purpose of adopting and/or rearing a newly adopted child seven (7) years or younger, or in the case of a child who is physically or mentally handicapped, twenty-two (22) years or younger and foster placement.
  3. In order to qualify for the parental leave of absence, the employee must have completed one full academic year of continuous service as a unit employee. Those employees who have not completed one full academic year of service, but who have

completed more than three (3) months of service, shall be granted an eight (8) week leave of absence pursuant to G.L.c. 149, 105D.

4. An employee on leave shall retain all rights held prior to such leave; however, she/he shall not advance in increment unless she/he taught for at least sixty (60) percent of the contract days in the school year in which the leave commenced. The teacher can request yearly calculations as it pertains to their yearly step increase.
5. An employee may return to work in the event of an unexpected change in personal or family condition, at any time during the period of the parental leave of absence provided she/he notifies the Superintendent in writing at least sixty (60) calendar days prior to the date of expected return.
6. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal. The employee shall notify the Superintendent, in writing, at least thirty (30) school days prior to the probable date said leave or disability is to commence or as soon as is practicable.
7. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
  - a. Leave of eight (8) weeks duration pursuant to G. L. c. 149, 105D.
  - b. Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993.
  - c. Extended leave without pay of up to one (1) academic year, and as to female employees, with entitlement to apply accrued sick leave for certified disability resulting from childbirth and recovery as specified in paragraph 8.a.(3) of this article.
8. Applicable Benefits:
  - a. Childbirth and/or rearing
    - (1) If eligible for eight (8) week leave pursuant to G.L. c.149, 105D, the employee shall be entitled to use accrued sick leave benefits only during the certified period of disability due to childbirth and recovery.
    - (2) Option: Twelve (12) Week FMLA Leave
      - (a) Female employees shall be entitled to sick leave benefits for the period of physician certified disability, resulting from childbirth and recovery therefrom during the leave. FMLA leave will commence on the day the employee gives birth.

- (b) If a female employee has a certified disability resulting from childbirth and recovery therefrom, of less than ten (10) weeks, she shall be eligible for an additional paid leave for up to ten (10) work days.

The total number of paid leave days under this provision shall not cause the total paid leave for childbirth/rearing to exceed ten (10) weeks.

- (c) The employee shall utilize all accrued sick leave for this benefit; if sick leave is exhausted, the employee may utilize any accrued personal leave. If both sick and personal leave days are exhausted, the remaining leave will be without pay.
- (d) In the case of a female employee, the certified disability period is as specified by the employee's physician and, in the case of school vacation or summer vacation, shall not be carried over to the next work year. For example, if the employee's disability is certified for eight (8) weeks and it commences with a birth on July 1st, the eight weeks of eligible paid sick leave benefits occurs during a non-paid period. Therefore, the employee would be eligible for paid leave for only ten (10) work days upon return to work at the beginning of the school year.

(3) Option: Leave Without Pay for One (1) Academic Year.

Female employees shall be entitled to sick leave benefits for the period of a physician certified disability, resulting from childbirth and recovery therefrom. The employee shall utilize all accrued sick leave for this benefit; if sick leave is exhausted, the employee may utilize any accrued personal leave. If both sick and personal leave days are exhausted, the remaining leave will be without pay. To be eligible for the sick leave benefits, the disability must be certified by the employee's physician. FMLA leave will commence on the day the employee gives birth.

- (4) Male employees shall be entitled to up to ten (10) paid work days, utilizing any accrued sick leave for this benefit; if sick leave is exhausted, the male employee may utilize any accrued personal leave.

- b. Adoption/rearing: Any employee shall be entitled to up to four (4) weeks of paid leave for the adoption of a child per paragraph D.2 of this Article. The

employee shall utilize accrued sick leave for this purpose; if no sick leave remains, personal leave days, if any remain, may be used.

- c. While an employee is on the FMLA leave, the committee shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.
- E. FMLA Leave – An eligible teacher may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own illness or to care for a member of his/her immediate family who has a serious health condition. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Superintendent's office.
- F. A leave of absence without pay or experience credit of up to one year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.
- G. The Superintendent may grant a leave of absence, without pay, or experience credit to any teacher to campaign for, or serve in an elective public office.
- H. A teacher may be granted a leave of absence, without pay, for up to one year for health reasons. Requests for such leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.
- I. Job Share: A leave of absence from a portion of a professional status teacher's full-time position may be granted annually by the Superintendent for up to two (2) years so that he/she can share one full-time position with another teacher on a job-share basis. A teacher granted such leave shall accrue seniority and other benefits on a pro-rata basis during the period of the leave of absence. In a job-share situation, only one of the teachers will be eligible to receive the health insurance and benefits provided by the town. All requests for a job-share must be submitted to the Superintendent and Principal not later than March 1 of the school year prior to the commencement of the job-share.  

A job-share with a leave of absence may be approved for no longer than two (2) years. If the job-share is terminated within, or at the conclusion of the first two years, the teachers shall be returned to full time status per paragraph (J) of this article. With subsequent requests to renew the job-share, each teacher must resign from the portion of his/her full-time positions for which he/she has been granted a leave for the purpose of the job-share. Teachers who elect to remain part-time employees for the purpose of job-sharing would be considered to have full-time status during times of layoff.
- L. Upon return from a leave of absence a teacher will have all benefits to which he/she was entitled at the time his/her leave of absence commenced, including unused accumulated

sick leave. In addition, he/she will be assigned to the same position which he/she held at the time said leave commenced, if the position is available. If the position is not available he/she will be assigned to a substantially equivalent position.

- M. The Superintendent may grant to a full time teacher so requesting an unpaid leave of absence for the full-time assignment or for a portion of the assignment, for up to two (2) years provided, however, that no extensions or renewals of the leaves of absence will be required to be granted to any teacher who has been on an unpaid leave of absence for two (2) consecutive years.

All requests for extensions or renewals of leaves will be applied for and answered in writing. All requests for leaves, extensions of leaves or renewal of leaves should be made in writing to the Superintendent not later than March 1 of the school year prior to any leave or extension of a leave of absence for the next school year. This requirement may be waived by the Superintendent if circumstances do not permit this notification.

- N. A teacher on any extended leave of absence must notify the Superintendent, in writing, by March 1 of the year in which the teacher is on leave of his/her intention to return to work, resign or seek an extension of the leave of absence for the next school year. The Superintendent may require as a condition of granting the leave of absence that the teacher enter into an agreement the terms of which are:

1. A teacher who fails to provide notice by March 1 shall be deemed to have resigned as of March 2.
2. A teacher who fails to report to work on the first workday following the conclusion of the leave of absence shall be deemed to have resigned as of that date, except where unusual circumstances prevent returning to work and the Superintendent has been appropriately notified.

#### **ARTICLE XXII - SABBATICAL LEAVES**

- A. Up to one (1) year's sabbatical leave may be granted by the Superintendent to a member of the teaching staff for study relative to their assignment and under the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such forms as may be required by the Superintendent of Schools no later than December 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.
2. Professional staff shall have completed three (3) PTS years of service in the Sudbury Public Schools.
3. Teachers on sabbatical leave shall be paid no less than 50% of their regular salary rate for up to a full year's study. The Committee may provide a differential payment up to a full salary upon submission of a financial plan and the recommendation of

the Superintendent, provided, however, that tuition payments shall not be a part of said financial plan.

4. No more than two (2) professional staff members covered by this contract shall be on sabbatical leave at any one time.
5. No teacher whose work has consistently been satisfactory shall be denied a particular sabbatical leave more than twice unless the reasons for either or both denials were that:
  - a. Article XXII, Section A-4 would have been violated, or
  - b. Two (2) or more teachers with more years of service in the Sudbury Public Schools applied for and were qualified for a sabbatical, provided, however, that these two (2) or more other applicants had not been previously granted a sabbatical leave.
6. Professional staff members who have completed a sabbatical leave may apply for another sabbatical leave after an intervening period of six (6) years provided, however, that the entire provisions of Article XXII, Section A-5, shall not apply to this section.
7. The teacher shall agree to return to employment in the Sudbury School System for twice the length of the sabbatical leave.
8. Upon return from such leave, a teacher, for salary purposes, shall be considered as if he/she had been actively employed by the Committee during the leave.
9. Upon termination of such leave he/she will return to service in the Sudbury Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, except in the case of permanent disability or death, he/she will refund to the Town of Sudbury an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

B. The Committee will budget sufficient funds to carry out the provisions of this Article.

### **ARTICLE XXIII - RESIGNATIONS**

If a resignation occurs during the school year, it will not become effective until sixty (60) calendar days following receipt by the Superintendent of Schools unless such notice is reduced or waived by the Superintendent. A monetary penalty at the rate of one day's pay for each day less than the sixty (60) calendar days' notice may be invoked for failure to comply with the terms of this article.

**ARTICLE XXIV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL  
IMPROVEMENT**

- A. The Committee shall reimburse, subject to the provisions of paragraph D, teachers who request payment for the cost of tuition or tuition-like costs for in-service or graduate courses at accredited colleges, universities or professional training schools and/or program with the advanced approval of the Superintendent of Schools or Designee. Reimbursements will not include parking fees, meals, etc.
- B. Normally, teachers eligible for reimbursement must have served in the Sudbury system for one year.
- C. To reimburse teachers for the tuition costs of graduate courses associated with this section, an amount not to exceed the amounts listed below will be budgeted:
- FY 2019 - \$100,000  
FY 2020 - \$100,000  
FY 2021 - \$100,000
1. By February 1 of each year, the Superintendent shall provide the Association with a report on the expended, encumbered and balance in the account indicated in “C” above.
  2. Full reimbursement shall be made until 75% of the budget amount in section “C” above is expended or encumbered. At that time, the Superintendent shall notify the Association and all subsequently received requests for reimbursement will be held until the end of the fiscal year and will be paid on a pro-rated basis if the total requests exceed the budgeted amount.
- D. The Superintendent, or designee, may approve, in advance, up to twelve (12) graduate or other PDP credit hours with a maximum of thirty-two hundred dollars (\$3200) per teacher, annually for payment based on their relevance to the teacher's current assignment or professional goal within the field of education. With the exception of courses required by the District, this benefit does not extend to courses taken during the regular teacher work day, unless approved by the Superintendent or designee. This benefit shall be pro-rated for those employees whose assignment is less than full time.
- E. Those seeking reimbursement must make application at least ten (10) days in advance of registration. Failure to obtain prior approval for the courses shall result in loss of payment from the funds allocated in this section. Reimbursement will be paid in December and July.
- For December payments, payment shall be made upon a presentation of District required forms including course completion, grades (online proof of grade is sufficient), and course proof of payment by December 15th.

For July payments, payment shall be made upon a presentation of District required forms including course completion, grades (online proof of grade is sufficient), and course proof of payment by June 30. Teachers who are unable to secure all required paperwork prior to June 30 may submit email notification of successful completion of the course by June 30 to ensure reimbursement and shall follow up with the necessary documents to receive payment.

- F. The Superintendent may confer a voucher granted to the system in advance of registration.
- G. The Superintendent, through the Assistant Superintendent, shall establish a Professional Development Council (P.D.C.) composed of up to five (5) appointed administrators and at least five (5) elected teachers in addition to any curriculum specialist (CIT) who may be included. The elected teachers will represent the range of grade levels from pre-K to 8 and will include special education representatives. The number of members may be changed by the Superintendent (or designee), if necessary, in order to accommodate for the growth of the system. One of the teacher representatives will be designated by the Association as its liaison with the Sudbury Education Association Executive Board. The role of the Professional Development Council is to advise the Superintendent on addressing the professional development needs of all bargaining unit members.

#### **ARTICLE XXV - PROTECTION**

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, and police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, or if a teacher desires to bring civil or criminal proceedings in connection with an alleged assault suffered by him/her in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to represent him/her in such proceedings. If the Committee fails to provide such counsel after proper request and the teacher prevails in the proceeding, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him/her. The Committee will act in accordance with Chapter 258 as amended.

#### **ARTICLE XXVI - ON THE JOB INJURY**

- A. The Committee agrees to pay for all medical expenses, less any amount covered by Blue Cross/Blue Shield or other medical insurance, incurred as a direct result of an injury sustained on the job provided that:

1. The teacher is covered by the maximum medical insurance available through the Town or other medical insurance, and
  2. The injury was not sustained as a result of the negligent act of the teacher.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she shall be paid pursuant to the provisions of M.G.L.c.152. Such payments shall be made in the following fashion: first an employee shall be paid his/her full salary through a combination of Workers' Compensation benefits and the pro rata use of his/her accumulated sick leave pursuant to the provisions of Article XIX and in compliance with M.G.L.c.152, s.69. Second, upon exhaustion of accumulated sick leave, the teacher shall continue to be paid pursuant to the Workers' Compensation policy.

#### **ARTICLE XXVII - INSURANCE, ANNUITY AND HEALTH PROGRAMS**

- A. Teachers will have extended to them all health and insurance plans made available to town employees.
- B. The parties agree to utilize the Employee Assistance Program in effect and offered to employees in the Town of Sudbury.

#### **ARTICLE XXVIII - PAYROLL DEDUCTIONS**

- A. Dues Deduction
1. The Committee agrees to deduct from the salaries of its employees dues for the Sudbury Education Association or Massachusetts Teachers Association and/or the National Education Association. Written requests on appropriate forms must be filed with the Town Accounting Office by the third Monday of October.
  2. The Association will certify to the Town Accounting Office in writing the current rate of membership dues. The Association shall give the Town Accounting Office thirty (30) days written notice prior to the effective date of change of membership dues.
  3. Deductions shall be made in installments on the payroll periods in November, December and January and through the month of May. The Committee will not be required to honor for any month's deductions any changes in authorizations that are delivered to it later than three weeks prior to the payday when the deductions are to be made.
  4. The Treasurer of the Town of Sudbury shall send all dues collected to the Association Treasurer by certified mail within fourteen (14) school days of deduction.
- B. Credit Union - The Committee agrees to deduct from the salaries of those teachers who have on file with the Committee an authorization card, approved by the Superintendent, an

amount specified for the purchasing of shares from or repaying of loans to a legally chartered credit union operating in the Commonwealth of Massachusetts.

- C. The Association shall indemnify and save or hold the Committee and/or Town harmless against any claims, demands, suits or other form of liability which may arise by reason of any action taken in making deductions and remitting same to the Association or Credit Union pursuant to this Article. Upon receipt by the Town and/or Committee of official "service" regarding claim, demand, suit or other form of liability the same shall be turned over to the Association together with any or all pertinent documents in the Town's and/or Committee's possession for the Association's immediate action.

#### **ARTICLE XXIX - EARLY RETIREMENT**

At the discretion of the School Committee and after discussion with the Association, the School Committee may decide to offer a retirement incentive to teachers.

#### **ARTICLE XXX - DURATION**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
  - B. The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021. Negotiations for a successor agreement shall commence no later than November 1, 2020, unless mutually agreed to by both parties to extend the timeline. In the event that a new agreement is not reached by the date of expiration, the terms and conditions of employment shall remain in full force and effect. The Committee will provide email copies of this Agreement in its final form to all teachers.
- C. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act the Superintendent and/or Principal(s) must now do so. It is the party's intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein. However, the parties also recognize that the Educational Reform Act may have an impact on, or prevent the fulfillment of certain obligations of this Agreement. When such a situation occurs, the Superintendent will notify the SEA and the parties will meet to discuss and resolve the issue in a manner which gives full effect to the Education Reform Act and the parties' intent as contained in this Agreement.

In witness of the foregoing, the parties heretofore set their hand this 12th day of July, 2019.

SUDBURY EDUCATION ASSOCIATION



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Melissa Morabito, President

SUDBURY SCHOOL COMMITTEE



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Lisa Kouchakdjian, Chair

**APPENDIX A**

**SALARY SCHEDULE 2018-2019**

**FY19 (1 ½ %)**

<b>Step</b>	<b><u>B</u></b>	<b><u>M</u></b>	<b><u>M+30</u></b>	<b><u>M+60</u></b>
1	\$ 50,358	\$ 53,891	\$ 56,989	\$ 59,708
2	\$ 52,452	\$ 56,134	\$ 59,360	\$ 62,192
3	\$ 54,634	\$ 58,468	\$ 61,830	\$ 64,779
4	\$ 56,908	\$ 60,900	\$ 64,401	\$ 67,474
5	\$ 59,275	\$ 63,434	\$ 67,080	\$ 70,281
6	\$ 61,740	\$ 66,072	\$ 69,872	\$ 73,205
7	\$ 64,308	\$ 68,821	\$ 72,778	\$ 76,250
8	\$ 66,984	\$ 71,684	\$ 75,805	\$ 79,422
9	\$ 69,771	\$ 74,667	\$ 78,959	\$ 82,727
10	\$ 72,673	\$ 77,772	\$ 82,242	\$ 86,167
11	\$ 75,697	\$ 81,008	\$ 85,665	\$ 89,751
12	\$ 78,845	\$ 84,378	\$ 89,228	\$ 93,485
13	\$ 82,126	\$ 87,888	\$ 92,941	\$ 97,375
14	\$ 85,541	\$ 91,545	\$ 96,807	\$ 101,425
15	\$ 88,990	\$ 96,122	\$ 101,646	\$ 106,496
16		\$ 100,473	\$ 106,220	\$ 111,264

**APPENDIX A**

**SALARY SCHEDULE 2019-2020**

**FY20 (+2 ¼ %)**

<b>Step</b>	<b><u>B</u></b>	<b><u>M</u></b>	<b><u>M+30</u></b>	<b><u>M+60</u></b>
1	\$ 51,491	\$ 55,104	\$ 58,271	\$ 61,051
2	\$ 53,632	\$ 57,397	\$ 60,696	\$ 63,591
3	\$ 55,863	\$ 59,784	\$ 63,221	\$ 66,237
4	\$ 58,188	\$ 62,270	\$ 65,850	\$ 68,992
5	\$ 60,609	\$ 64,861	\$ 68,589	\$ 71,862
6	\$ 63,129	\$ 67,559	\$ 71,444	\$ 74,852
7	\$ 65,755	\$ 70,369	\$ 74,416	\$ 77,966
8	\$ 68,491	\$ 73,297	\$ 77,511	\$ 81,209
9	\$ 71,341	\$ 76,347	\$ 80,736	\$ 84,588
10	\$ 74,308	\$ 79,522	\$ 84,092	\$ 88,106
11	\$ 77,400	\$ 82,831	\$ 87,592	\$ 91,770
12	\$ 80,619	\$ 86,277	\$ 91,236	\$ 95,588
13	\$ 83,974	\$ 89,865	\$ 95,032	\$ 99,566
14	\$ 87,466	\$ 93,605	\$ 98,985	\$ 103,707
15	\$ 90,992	\$ 98,285	\$ 103,933	\$ 108,892
16		\$ 102,734	\$ 108,610	\$ 113,767

**APPENDIX A**

**SALARY SCHEDULE 2020-2021**

**FY21 (+2 ½ %)**

<b>Step</b>	<b><u>B</u></b>	<b><u>M</u></b>	<b><u>M+30</u></b>	<b><u>M+60</u></b>
1	\$ 52,778	\$ 56,482	\$ 59,728	\$ 62,577
2	\$ 54,973	\$ 58,832	\$ 62,213	\$ 65,181
3	\$ 57,260	\$ 61,279	\$ 64,802	\$ 67,893
4	\$ 59,643	\$ 63,827	\$ 67,496	\$ 70,717
5	\$ 62,124	\$ 66,483	\$ 70,304	\$ 73,659
6	\$ 64,707	\$ 69,248	\$ 73,230	\$ 76,723
7	\$ 67,399	\$ 72,128	\$ 76,276	\$ 79,915
8	\$ 70,203	\$ 75,129	\$ 79,449	\$ 83,239
9	\$ 73,125	\$ 78,256	\$ 82,754	\$ 86,703
10	\$ 76,166	\$ 81,510	\$ 86,194	\$ 90,309
11	\$ 79,335	\$ 84,902	\$ 89,782	\$ 94,064
12	\$ 82,634	\$ 88,434	\$ 93,517	\$ 97,978
13	\$ 86,073	\$ 92,112	\$ 97,408	\$ 102,055
14	\$ 89,653	\$ 95,945	\$ 101,460	\$ 106,300
15	\$ 93,267	\$ 100,742	\$ 106,531	\$ 111,614
16		\$ 105,302	\$ 111,325	\$ 116,611

## APPENDIX B

### SALARY DIFFERENTIALS

#### 1. Department Heads and Coordinators

##### A. For Supervision and Evaluative Responsibilities

2018-2019	\$773.00
2019-2020	\$790.00
2020-2021	\$810.00

##### B. Increment for each member under his/her supervision

2018-2019	\$79.00
2019-2020	\$8100
2020-2021	\$83.00

##### C. Middle School Team Leaders

2018-2019	\$709.00
2019-2020	\$725.00
2020-2021	\$743.00

##### D. Lead Teachers (elementary)

2018-2019	\$7,695.00
2019-2020	\$7,868.00
2020-2021	\$8,065.00

#### 2. Mentors and Guides

##### A. Mentors

2018-2019	\$1,540.00
2019-2020	\$1,575.00
2020-2021	\$1,614.00

B. Guides

2018-2019	\$384.00
2019-2020	\$393.00
2020-2021	\$403.00

3. Teachers taking part in summer workshop activities shall be paid the following stipends:

A. Workshop Participant - Per diem rate up to a maximum of

2018-2019	\$218.00
2019-2020	\$223.00
2020-2021	\$229.00

B. Workshop Leader - Per diem rate up to a maximum of

2018-2019	\$271.00
2019-2020	\$277.00
2020-2021	\$284.00

4. Teachers shall be paid at the following hourly rate: \$62.00 for:

- A. Providing instruction in addition to the instructional responsibilities of their regular assignment.
- B. For the preparation required to present professional development activities or workshops within the district during the school year which requires additional preparation.
- C. Any other compensated assignment, approved by the superintendent, paid on an hourly basis.

5. Odyssey

A. District Odyssey Coordinator	\$4,000
B. School Odyssey Coordinator	\$600 Each
C. Odyssey Overnight Chaperones	\$125 Per Night

6. Library Media Specialist

Per diem payment for up to the five (5) days required before the beginning of the teacher work year and for up to five (5) days required following the end of the teacher work year. These days shall be mutually scheduled between the library/media specialist and the principal.

7. Team Chairs

Per diem payment for up to five (5) days required before the beginning of the teacher work year and for up to five (5) days required following the end of the teacher work year. These days shall be mutually scheduled between the Team Chair and the Director of Student Services or the building Principal.

8. Guidance Counselors

Each full-time counselor shall receive a stipend of \$500 per year in recognition of the time and effort outside of the school day and work year that are integral to the duties of the counselor. A counselor whose assignment is less than full-time, will receive a prorated amount of the stipend in proportion to his/her full-time assignment.

9. Special Education Summer School Coordinator

2018-2019	\$3,848.00
2019-2020	\$3,935.00
2020-2021	\$4,033.00

## APPENDIX C

### EXTRA DUTY COMPENSATION

The compensation for a particular extra duty activity (club, intramural sport, interscholastic sport) shall be based on the value of the activity in terms of number of extra-duty units. The number of extra duty units for any single activity will be based upon the number of participants, the length and the number of meetings, practices, games, etc., and the level of responsibility. Activities involving supervision of trips and physical safety will receive a higher level of responsibility rating.

The Standing Joint Committee on Extra Duty Compensation shall meet yearly prior to December 31 each school year to determine the number of units for newly initiated activities, assess the units for current activities, and any other general conditions regarding extra duty activities and compensation for those activities. The Joint Committee shall consist of two (2) representatives of the School committee and two (2) representatives of the Association. The decision concerning what extra duty activities will be offered and the total budget for extra duty compensation rests with the School Committee.

#### Compensation per Unit

Year 2018-2019	\$632.00
Year 2019-2020	\$632.00
Year 2020-2021	\$632.00

#### ACTIVITIES

#### # of Units

##### Interscholastic Sports

Basketball (Boys & Girls)	6
Soccer (Boys & Girls)	5
Baseball (Boys)	5
Field Hockey (Girls)	5
Softball (Girls)	5
Fall Track (Boys & Girls)	5
Spring Track (Boys & Girls)	5

### Clubs & Intramurals

Intramurals	3
Track Meet	1
Yearbook	8
Math Team	2
Student Council	6
Science Club	3
Computer Club	3
Chess Club	3
School Store	2
Home Economics Club	2
Model U.N. Club	3
Mandarin Club	3
Writer's Workshop	1
Diversity Club (2)	2

### Extra-Curricular Positions

Directors to Curtis Middle Theatre Troupe	10
Coaches to the Science Olympiad	8
Cauldron	2
School Newspaper Advisor, Middle School	2
Middle School Math Team Advisor	3
Middle School Assistant Math Team Advisor	2
Elementary Math Club Advisor	2.5
Director of Middle School Select Orchestra	3
Director of Middle School Select Chorus	3
Director of Middle School Jazz Band	3