

Agreement

Between

Swansea School District

And

Swansea Educators' Association

August 15, 2019

To

August 15, 2022

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ARTICLE I
PREAMBLE

- 1.1 Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is effective this _____ day of _____, 2019 between the School Committee of the town of Swansea and the Swansea Educators' Association.
- 1.2 Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Swansea and that good morale within the teaching staff is essential to the achievement of that purpose, we, the undersigned parties to this Agreement declare that,
- 1.2.1 The Swansea School District (the "District") will not be limited in any way in the exercise of the functions of management and retain and reserve the right to exercise, without bargaining with the Association, all the powers authority and prerogatives of management. The rights of the District shall include, but are not limited to, the following:
- a. to direct and conduct the educational affairs of the District and its schools, programs and departments;
 - b. to direct and control all the operations and services of the District and its schools;
 - c. to determine the organization, location and the number of employees of the District and its schools;
 - d. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
 - e. to direct, train, supervise, and evaluate employees;
 - f. to conduct mandatory professional improvement programs for employees;
 - g. to develop, evaluate and determine the educational curriculum;
 - h. to schedule and assign classes and courses, including the cancellation of same;
 - i. to determine the level of student competency;
 - j. to determine, interpret and change job descriptions;
 - k. to determine class size;
 - l. to institute technological changes or to revise processes, systems or equipment from time to time;
 - m. to determine the standards for appearance of employees;
 - n. to create and change hours of work, including establishment and change from time to time of work times;
 - o. to increase, diminish, change or discontinue operations in whole or in part;
 - p. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
 - q. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time;

- r. to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule;
- s. to grant and schedule leaves, including, but not limited to, personal leave and placement of employees on sick and administrative leave;
- t. to discipline, suspend, discharge or demote employees;
- u. to use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
- v. to layoff employees due to lack of funds or of work, or for any other reason;
- w. to relieve employees due to the incapacity to perform duties or for any other reason;
- x. the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
- y. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as the District deems necessary;
- z. to establish and enforce a dress code for employees;
- aa. to change employees' work hours;
- bb. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
- cc. to determine employee classifications;
- dd. to subcontract work;
- ee. to alter, add to or eliminate existing methods, equipment facilities or programs;
- ff. to assign work sites; including the change of work sites from time to time; and
- gg. to determine whether goods should be leased, contracted or purchased;

and the District will have the right to invoke these rights and make such changes in these items as the District in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

During an emergency, the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the District, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

- 1.2.2 The teaching staff of the Swansea Public Schools has the responsibility for providing in the classrooms education of the highest possible quality and uphold the mission and vision statement of the district.
- 1.2.3 The School District of the Swansea Public Schools has the responsibility of providing teaching facilities and an educational climate, which will bring about education of the highest possible quality.
- 1.2.4 Fulfillment of these responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the Swansea Educators' Association, in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional employees covered by the terms of this Agreement.

ARTICLE II RECOGNITION

- 2.1 Subject to the terms and provisions hereafter provided in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, the Swansea School Committee, hereafter referred to as the "Committee", during the term of and to the extent provided in this Agreement, recognizes the Swansea Educators' Association, hereafter referred to as the "Association", as the exclusive bargaining representative with respect to salaries, wages, hours, standards of productivity and performance, and other terms and conditions of employment for the professional employees employed by the District in the bargaining unit described as follows:
- 2.1.1 All classroom teachers, teaching specialists, counselors, librarians, nurses, guidance personnel, speech and language therapy assistants, certified occupational therapy assistant heads of departments, subject area coordinators, system-wide directors, coaches, and all other professional employees, including part-time teachers and professionals defined as those teachers/professionals who are:
- a. scheduled to work a full school year on a weekly schedule equal to or at least one-half of a full-time classroom teacher's weekly salary schedule; or
 - b. scheduled to work at least one-half of the work days in a school year on a fulltime basis.

Such part-time teacher/professionals shall be entitled to a pro rata share of the following contractual benefits:

- i. salary
- ii. sick leave
- iii. experience stipend
- iv. advance recognition
- v. all paid leaves

- 2.1.2 Excluding the Superintendent, Assistant Superintendent, Director of Student Services, Asst. Student Services Director, Director of Finance & Technology, principals, assistant principals, the school physician(s), substitutes, paraprofessionals, teacher aides, retirees, long-term substitutes, intermittent substitutes, per-diem substitutes, and all nonprofessional employees in the employ of the District.
- 2.1.3 Except as otherwise specifically provided in this Agreement and when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.
- 2.1.4 Reference to a professional employee or employees in this Agreement shall be deemed to include male and female employees as the case may be.
- 2.2 There shall be final and binding arbitration for all grievances between the District and the Association in accordance with Massachusetts General Laws, Chapter 150E.

ARTICLE III
COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

- 3.1 Wages, hours, standards of productivity and performance, and any other terms and conditions of employment shall be adjusted to conform with the terms of this contract for the duration of this contract.
- 3.2 Criminal background checks of bargaining unit members shall be governed by Policy ADDA, as attached hereto as Appendix A and as may be amended from time-to-time.

ARTICLE IV
NON-DISCRIMINATION

- 4.1 Swansea Public Schools prohibits discrimination on the basis of sex, race, color, age, national origin, religion, disability, marital status, sexual orientation, gender identity or expression, pregnancy, or veteran status or any other legally protected classification.

ARTICLE V
DUES DEDUCTION - CREDIT UNION

- 5.1 **Association Dues:**
- 5.1.1 The District shall deduct regular Association dues in the amount authorized by the employee, from the employee's regular paycheck. In accordance with the terms of the form of Authorization of payroll deduction hereinafter set forth, the District agrees to deduct Association membership dues from the pay of each member who executes or has executed such form and direct that the Town Treasurer remit the

aggregate amount to the Treasurer of the Association along with a list of members who have had said dues deducted. Such remittances shall be made biweekly from September to June. The Association agrees to notify the Superintendent on or before October 15th in writing of the amount of Association dues to be deducted and of the name of the current Treasurer of the Association.

5.1.2 Any authorization for deduction shall be on the standard dues form of the Massachusetts Teachers Association.

5.2 **Credit Union:**

The District agrees to make regular payroll deductions for Credit Union members. These deductions will be made from each regular paycheck in amounts designated by individual credit union members on appropriate payroll deduction authorization forms.

5.3 The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the professional employees covered by this Agreement. The District and the Association desire that such procedures shall always be as informal and confidential as possible.

6.2 Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his grievance informally under the grievance procedures and from having his grievance adjusted, without the intervention of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment and to state its views. All grievance discussions shall take place after school hours.

6.3 A grievance is defined as an actual dispute arising as a result of the application or interpretation of one or more express provisions of this Agreement; provided any matter reserved to the discretion of the District by the terms of this Agreement will not be subject to this grievance procedure nor construed as being grievable.

6.4 Employee grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

- 6.4.1.1 **LEVEL ONE:** The aggrieved employee shall first present his grievance in writing to his immediate supervisor within ten (10) teacher working days of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The immediate supervisor shall advise the aggrieved employee(s) in writing of the decision made with respect to the grievance within four (4) teacher working days after the grievance is presented.
- 6.4.1.2 If the grievance shall not have been presented at LEVEL ONE or at any other level of the grievance process within the proscribed timelines it shall be deemed to be a waiver of the grievance.
- 6.4.2.1 **LEVEL TWO:** If the grievance shall not have been disposed of to the employee's satisfaction at LEVEL ONE, the aggrieved employee and the Association may, within ten (10) teacher working days after the response is issued (or 10 days after the deadline for a response if no response is issued) submit the grievance in writing to the Superintendent.
- 6.4.2.2 The written grievance shall state all of the facts involved, the provision(s) of the Agreement allegedly violated and the relief desired. Within seven (7) teacher working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee(s) and a representative of the Association in an effort to settle the grievance. (In the event of the absence or disability of the Superintendent, his designated representative shall act on his behalf.) Within ten (10) teacher working days after the conclusion of said meeting, the Superintendent or his representative, as the case may be, shall advise the aggrieved employee(s) and the Association in writing of his decision concerning the grievance.
- 6.4.3 **LEVEL THREE:** If the grievance shall not have been disposed of to the employee's satisfaction at LEVEL TWO, the aggrieved employee(s) and the Association may within ten (10) teacher working days after the response is issued (or 10 teacher working days after the deadline for a response if no response is issued) submit the grievance in writing to the Committee. The Committee shall take up the grievance at one of its next two meetings. The Committee agrees to place Association grievances first on the agenda of executive sessions. The Committee shall, within ten (10) teacher working days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of its decision concerning the grievance. If the grievance involves an Appointing Authority matter and has not been resolved at LEVEL ONE or LEVEL TWO, as applicable, the Association may submit the grievance to arbitration under LEVEL FOUR and shall not submit the grievance to the School Committee under LEVEL THREE.
- 6.4.4 **LEVEL FOUR:** If the Association is not satisfied with the disposition of the grievance at LEVEL TWO OR LEVEL THREE, as applicable, the Association may file a demand for arbitration within thirty (30) calendar days after the

response is issued (or 30 calendar days after the deadline for a response if no response is issued). In such case the following procedure will be followed:

- 6.4.4.1 The Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of said American Arbitration Association. Any arbitration hearing at which the presence of more than four (4) professional employees covered by the terms of this Agreement is required by the Association will be scheduled after school hours unless the parties agree otherwise.
- 6.4.4.2 The arbitrator's authority shall be limited to an interpretation of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this Agreement. The arbitrator shall have no authority to alter, modify or change in any way the terms and provisions of this Agreement.
- 6.4.4.3 The decision of the arbitrator shall be final and binding upon the District, the Association, and the aggrieved employee. The fee and expenses of the arbitrator shall be shared equally by the District and the Association. In disciplinary cases, the arbitrator shall not apply a burden of proof above the preponderance of the evidence standard.
- 6.5 The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual Agreement of the Association and the District.
- 6.6 No written communication, other document or record relating to any grievance, shall be filed in the personnel file of any employee involved in presenting such grievance unless required by law.
- 6.7 If in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such a grievance at LEVEL ONE. If there is no common supervisor, the Association may submit the grievance in writing directly at LEVEL TWO.

ARTICLE VII DURATION

- 7.1 This Agreement shall be in effect for the period from August 15, 2019 to and including August 15, 2022, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless, by November 1 next, prior to the expiration of the Agreement year involved, either the Committee or the Association shall give the other written notice of its desire to modify or terminate this Agreement.

ARTICLE VIII
TEACHER RULES AND REGULATIONS

- 8.1 TEMPORARY ABSENCE: No teacher shall leave the school premises during school hours for any length of time whatsoever without knowledge and permission of the principal.
- 8.2 All SEA Professional staff will be held accountable to/for the general responsibilities outlined in File: GC Professional Staff of the Swansea Public School Policy Manual and Teacher Information Packet Language including but not limited to instruction, duties, dress, and collegiality.
- 8.3 STUDENT TEACHERS: The Swansea School Department will accept practice teachers from colleges in the area upon request from the college. Requests are to be made and approved by the principal of the school in which the teacher wishes to teach. No teacher is to be assigned to supervise a student teacher without his/her consent. Principals shall assign only teachers with the necessary experience and maturity to supervise student teachers. Student teachers shall comply with all rules and regulations as the principal and Superintendent of Schools shall direct.
- 8.4 ABSENCE OF PERSONNEL: In cases of necessary absence from school, the personnel shall, except in emergency situations or situations beyond the control of the person, notify the principal or immediate supervisor or his designee, at least two hours prior to the time scheduled for the duties from which the person will be absent, of such absence and the reason therefore. Personnel shall keep the principal duly informed as to the time they intend to resume their duties.
- 8.5 OUTSIDE EMPLOYMENT: Teachers shall not give private tutorials in academic areas for pay to students in their own classes during the current academic year. Therapists shall not give a private therapy to students.
- 8.6 CLASSROOM PARTICIPATION BY PARENTS: Teachers shall not allow prolonged meetings with parents or others to interrupt classroom work. At the Secondary Level, parental conferences shall be arranged by the principal and held during the administrative period whenever possible.
- 8.6.1 All teachers recognize that pursuant to M.G.L. 71B:3, that the District has the responsibility to insure that parents can participate fully and effectively with school personnel in the consideration and development of appropriate educational programs for their child, a school District shall, upon request by a parent, provide timely access to parents and parent-designated independent evaluators and educational consultants for observations of a child's current program and of any program proposed for the child, including both academic and non-academic components of any such program. Parents and their designees shall be afforded access of sufficient duration and extent to enable them to evaluate a child's performance in a current program and the ability of a proposed program to enable

such child to make effective progress. School Districts shall impose no conditions or restrictions on such observations except those necessary to ensure the safety of children in a program or the integrity of the program while under observation or to protect children in the program from disclosure by an observer of confidential and personally identifiable information in the event such information is obtained in the course of an observation by a parent or a designee. (M.G.L. 71B:3)

- 8.7 HEAT AND VENTILATION: Teachers shall at all times give vigilant attention to the ventilation and temperature of their classrooms. Any failure of the heating and ventilating apparatus to operate properly shall be reported in writing immediately by the teacher to the principal and follow up with a Maintenance Request through the District's electronic maintenance request system.
- 8.8 REGISTERS AND RECORDS: Teachers shall not be required to keep class registers but will collect and prepare the initial data required for computer programming of attendance records and will collect and submit any changes which occur subsequent thereto.
- 8.8.1 All teachers will comply with the provisions of M.G.L. c. 71, § 34D and § 34E and C.M.R. 603 relative to maintaining the confidentiality of all student records and will ensure that any such records within their control and possession are kept secure, including all electronic records in conjunction with the District confidentiality agreement and District Policy. A copy of the District's current Confidentiality Policy, Policy JLDAA, which may be amended from time-to-time is attached as Appendix B.

ARTICLE IX
DEPARTMENT HEADS/LEADERSHIP TEAM MEMBERS

- 9.1 ORGANIZATION: They shall be responsible for intra-departmental organization and planning, use of equipment and facilities, exhibits, curriculum study and revision. They shall plan and call departmental meetings and act as chairman.
- 9.2 SUPERVISION: They shall share with the administration the responsibility for supervision of department members, especially those of limited experience. Chairmen are an important source of assistance and advice for new faculty members.
- 9.3 SOURCE MATERIALS: They shall be responsible for a continuing study of the professional literature of the department for materials of value to the department. They shall make recommendations to department members of materials valuable to them.
- 9.4 PERSONNEL PROCUREMENT: When requested by the administration, they shall assist in meeting and interviewing department teaching candidates for final selection by the administration.

- 9.5 BUDGET: They shall prepare and submit to the Superintendent of Schools through the principal, a preliminary and final budget for the department on dates which are specified by the Superintendent of Schools.
- 9.6 INVENTORY: They shall maintain a running inventory of special supply items.
- 9.7 BUDGET MANAGEMENT: They shall maintain a continuous account of budget expenditures of the department.
- 9.8 EQUIPMENT AND SUPPLIES: They shall have overall responsibility for materials and supplies including audio- visual aids, which are assigned specifically to the department, maintenance, replacement, procurement, inventory, etc. They shall submit to the office requests and recommendations for the same.
- 9.9 CONFERENCES: They shall act as the primary representatives of the department at conferences outside the school.
- 9.10 LIBRARY MATERIALS: They shall make recommendations to the librarian of materials desirable for keeping adequate the department reference collection.
- 9.11 Leadership Team at the Junior High School will have four (4) teaching periods/day. Department Heads at the High School in the areas of Science, Social Studies, Mathematics, Foreign Language, Technology and English/Reading will have four (4) teaching periods/day. The above listed department heads shall have one preparation period/day and the remaining time will be designated by the building principal.

ARTICLE X
TEACHING HOURS AND TEACHING LOADS

- 10.1 The District and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained under normal circumstances throughout the school system.
- 10.2 In an emergency, but not to exceed one period at the Elementary Level and one period at the Secondary Level per day, teachers may be required to supervise another teacher's class during their administration or preparation period. No additional compensation will be paid during an administrative period. Teachers assigned to supervise during a preparation period will be compensated at the rate of eighteen and 50/100 (\$18.50) dollars per period. . In instances where the principal determines that teaching is required, the teachers will be compensated at a rate of twenty two and 50/100 (\$22.50) dollars per period. Compensation received under this section will not constitute "regular compensation" for retirement purposes. Compensation received under this section will be for the duration of the CBA.

- 10.2.1 Assignments will be made on a rotational basis with all the professional teaching staff on the list.
- 10.2.2 All assignments will be made in a fair and equitable manner; provided that the Association acknowledges that because assignments are a matter of management discretion, assignments are not subject to the grievance process.
- 10.3.1 Teachers whose students are seniors may be used as substitutes after dismissal of seniors at the High School.
- 10.3.2 Assignments will be made on a rotational basis with all the professional teaching staff on the list whose senior classes have completed their school year.
- 10.3.3 All assignments will be made in a fair and equitable manner; provided that the Association acknowledges that because assignments are a matter of management discretion, assignments are not subject to the grievance process.
- 10.4 Teachers may be required to substitute without additional compensation for other teachers where a teacher's presence is required by the administration at a CORE evaluation meeting under "M.G.L. Section 71.B" for a period not to exceed one hour, no more than once a year.
- 10.5.1 (a) Substitution for purposes other than those described in the preceding paragraphs (10.2 and 10.3 and 10.4) of this Article shall be compensated for at the following rates:

2019-2022
\$24.34

- 10.5.2 In instances where a teacher voluntarily agrees to teach a class on a regular basis, the teacher will be compensated via an annual stipend viz:

2019-2022
\$5,182.00

- 10.6.1 Each day shall be continuous time, thirty-four hours and thirty-five minutes (34:35) per week.
- 10.6.2 Work Day: Six hours and fifty-five (6:55) minutes per day.
- 10.7 In-Service/Professional Development Program: The administration recognizes the need for in-service programs in order to enhance and improve the curriculum. The in-service program for the Swansea Public Schools shall consist of four (4) full days for the duration of the CBA, as well as PK-8 will have three (3) early release days. High School will have two (2) early release and two (2) late starts, or any combination deemed necessary to equal four (4) modified days. Such days will be

determined by the administration and such information disseminated to the professional staff as soon into the school year as practicable. Teachers shall have a prominent role in the planning and implementation of all activities associated with in-service education. The Superintendent of Schools will determine the appropriate time for in-service and his decision in this matter shall be final. All Swansea teachers will participate in the in-service program. Students will not be scheduled to attend school on full in-service days.

- 10.8 The administration may call up to eight (8) staff meetings after the end of a regular work day without additional compensation, not to exceed sixty (60) minutes in duration. Staff meetings will commence within ten (10) minutes of a school's dismissal time. Except in an emergency, staff members shall be notified of after school meetings at least three (3) days prior.
- 10.8.1 The schedule of after school staff meetings will be posted at the beginning of the school year and such schedule shall be adhered to except in the event of operational need or in case of emergency.
- 10.9.1 The work year of personnel (other than new personnel who may be required to attend additional orientation days) covered by this Agreement shall be one hundred eighty-four (184) days for the school year 2019-2022. These additional days will be used for professional development activities and the lengthening of the school year will not, during the term of this Contract result in the teachers' work year starting earlier than the Monday preceding Labor Day.
- 10.9.2.1 2019-2022, in order to accommodate the professional development program, the day before the first day of school shall be a full day for teachers and the last day of school for students shall be the last day of school for teachers provided that all reports are completed, all record keeping chores are completed and the principals and/or directors are satisfied that all professional responsibilities have been met.
- 10.9.3 Leadership Team, Department heads, and system wide directors are to attend five (5) after school meetings per year of 1 ½ hour duration. There will be a two week prior notice of meetings.
- 10.10.1 Personnel may be required to attend three (3) evening meetings per school year. There may be one (1) evening open house and two (2) evening parent/teacher conferences. The time of any such meeting shall not exceed two hours. Attendance at any other evening meeting shall be voluntary.
- 10.10.2 Elementary personnel may be scheduled to attend (4) afternoon meetings per school year for the purpose of conducting parent/teacher conferences. The days of the afternoon parent/teacher conferences shall be a half (1/2) day for students.
- 10.11 Personnel will have a duty-free lunch period of at least twenty-five (25) consecutive minutes per day.

- 10.12.1 Classroom teachers will have, in addition to their lunch period, a preparation period during which time they will be assigned no teaching duties. The preparation period will deal directly with a subject or subjects being taught by teachers, but will not consist of any programmed responsibility.
- 10.12.2 Providing for the needs of main streamed students with IEP's shall not be considered a separate preparation.
- 10.12.3 Elementary School:
- All Elementary teachers shall be guaranteed:
- Five (5) guaranteed weekly preparation periods of no less than forty-five (45) minutes each, on a daily basis.
- 10.12.4 Junior High School:
- 10.12.4.1 All teachers at the Junior High School level shall be scheduled to have at least forty-five (45) minutes each day for subject preparation, in addition to a twenty-five (25) minute duty-free lunch period. No teacher shall be scheduled for more than twenty-five (25) teaching periods per week. Skills classes shall not be considered separate preparations and shall be scheduled during teachers' administrative periods. Any time not assigned for either teaching or class preparation will be used for administrative purposes. Teaching periods are those periods in which the teacher is actively involved with students in the act of teaching, either as an individual, or as a member of a teaching team, and has participated in the planning of the instruction to be conducted. Science laboratory periods are to be considered teaching periods. No teacher shall be scheduled for more than 260 minutes of teaching periods in one day.
- 10.12.4.2 Administration periods are those periods during which the teacher is programmed for an activity other than teaching. Included among administrative assignments, but not exclusive, will be:
- 10.12.4.2.1 Study period supervision.
- 10.12.4.2.2 Supervisory duties assuring protection for health and safety of students.
- 10.12.4.2.3 Duties and professional projects which are related to the instructional program of the teacher and his department, such as, but not limited to:
- A. Curriculum development and adaptation;
 - B. Review and selection of instructional materials;
 - C. Long range and unit planning;
 - D. Preparation for departmental and other conferences;
 - E. Construction of departmental and teacher tests;
 - F. Correction of written work of students;

- G. Parental conferences;
- H. Student interviews.

10.12.5 Senior High School:

10.12.5.1 Teachers assigned to a seven period teaching schedule will have no more than twenty-five (25) teaching periods, no more than five (5) administrative periods and no less than five (5) preparation periods in a school week.

10.12.5.2 In any day consisting of seven (7) periods, there shall be one (1) period designated a "Bubble". During the Bubble Period, the first half of the period shall be devoted to traditional teaching methods and techniques and cover traditional subject matter.

The second half of the Bubble shall be devoted to such educationally productive activities as the teacher may select, including, but not limited to, directed study, independent work projects, small group projects and class or individual review; except for science labs which will continue to be conducted throughout the entire period.

No teacher shall be subject to discipline for his/her selection of educationally productive activities during the second half of the "Bubble Period" as defined above.

10.12.5.3 Teaching periods are those periods in which the teacher is actively involved with students in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.

10.12.5.4 Science laboratory periods are to be considered teaching periods and those teachers who teach science laboratory periods shall receive the same stipend as that received by teachers who voluntarily agree to teach an extra class on a regular basis as set forth in §10.5.2 above.

10.12.5.6 Administrative periods are those periods during which the teacher is programmed for an activity other than teaching. Included among administrative assignments, but not exclusive, will be:

10.12.5.6.1 Study period supervision.

10.12.5.6.2 Supervisory duties assuring protection for health and safety of students.

10.12.5.6.3 Duties and professional projects which are related to the instructional program of the teacher and his department, such as, but not limited to:

- A. Curriculum development and adaptation;
- B. Review and selection of instructional materials;
- C. Long range and unit planning;

- D. Preparation for departmental and other conferences;
- E. Construction of departmental and teacher tests;
- F. Correction of written work of students;
- G. Parental conferences;
- H. Student interviews.

- 10.13 Secondary school teachers will not be required to have more than a total of three (3) teaching preparations.
- 10.14 The last school day preceding Thanksgiving recess shall be a half (1/2) day.
- 10.15 The District and the Association recognize that the performance of supervisory duties by members of the bargaining unit is necessary for the protection of the health and welfare of students. These duties shall be assigned in a fair and equitable manner. Decisions regarding duty assignments shall be predicated upon the availability of staff and the overall educational needs of the students.
- 10.16 All Elementary members of the bargaining unit may have their work day extended 18 minutes beyond the operative schedule set forth in paragraph 10.6.4 in an emergency situation to be defined as extreme weather conditions, unexpected delay of school busses or other circumstances beyond the control of the administration for the purpose of supervising students beyond their regular school day. Such supervisory duties shall include, but not be limited to, the boarding and unloading of school buses. Building principals will be responsible for assigning unit personnel to such duties and such assignments shall be made in a fair and equitable manner.
- 10.17 Current non-teaching duties performed by Elementary School Department personnel will be fairly and equitably apportioned among all Elementary School professional staff. The administration will schedule staff to facilitate such equitable distribution. Nothing herein shall require the administration to hire additional staff or assign additional staff to any school.

ARTICLE XI
TEACHERS' INITIAL CONTRACT

- 11.1 A teacher's initial contract shall be as follows:

The School District of the town of Swansea, Massachusetts, hereby agrees to employ (to whom the term "teacher" hereinafter refers) and the teacher hereby agrees to serve under the direction of the Superintendent of Schools as a In the public schools of said town, for the school year beginning,, 20, and ending, 20, subject to conditions stated below.

In accordance with the provision of the prevailing salary schedule of the School District for said town, the District has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above-stated

periods, an annual salary rate of \$, which is subject to required deductions and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annually unless the teacher has been notified in writing prior to June 15 in one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher will be in accordance with the provisions of the prevailing salary schedule of the School District for said town.

This contract may be terminated by mutual consent at any time. It may be terminated by the District in accordance with G.L. c. 71, § 42 as provided by statute. The teacher may resign for good reason by submitting at least thirty (30) days' written notice.

Signed
Teacher

Dated

Superintendent of Swansea, Massachusetts

By

Dated

ARTICLE XII
TEACHER RESPONSIBILITY

- 12.1 The District and the Association acknowledge that a teacher's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end. Teachers will not be required to perform the following duties to an extent greater than now generally performed:
 - 12.1.1 Electronic or written communications, notices, enrollment lists, schools programs, newspaper write-ups, bulletins, promotion lists and assembly programs;
 - 12.1.2 Assist in preparing milk money, bank money, insurance money and picture money;
 - 12.1.3 Delivery of books and materials to classrooms;
 - 12.1.4 Maintain and inventory supplies and instructional material;
 - 12.1.5 Preparation for and administration of state assessments;
 - 12.1.6 Data input for progress reports, quarterly report cards, trimester skills assessments and parent portals. Procedures and form of reports to be determined by agreement of the administration and association;

- 12.1.6.1 Teachers may input data during class;
- 12.1.7 Handle routine phone calls and requests for information and assist teachers in arrangement of appointments;
- 12.1.8 Assist in keeping the school library neat and up to date;
- 12.1.9 Tabulation and recording of test results on student report cards;
- 12.2 No teacher, coach, advisor or other member of the SEA shall drive student to or from activities which take place off school grounds unless authorized and mutually agreed upon by the building principal, Superintendent or his/her designee, and the student's parent/guardian.;
- 12.3 Teachers may fill out the necessary daily forms during class;
- 12.3.1 Distribution will be the same as regular report card procedure;

ARTICLE XIII
TEACHER ASSIGNMENT

- 13.1 In order to assure that students are taught by highly qualified teachers working within their areas of competence, teachers cannot be assigned outside the scope of their teacher certificates, except as allowed by DESE.
- 13.2 Teachers will be notified of any substantial changes in their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances, not later than the end of the prior school year. In arranging schedules for teachers who are pre-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.
- 13.3 Mileage payments for teachers shall be computed and paid as follows:
 - 13.3.1 Teachers who have a regular route:
 - 13.3.1.1 By the end of September, submit annual scheduled mileage to the Superintendent;
 - 13.3.1.2 Mileage per week x reimbursement per mile = \$ per week;
 - 13.3.1.3 Thirty-nine (39) weeks x \$ per week= \$ per year;
 - 13.3.1.4 One-half (1/2) of \$ per year to be paid in January and one-half (2) of mileage per year to be included in the last check received in June.
 - 13.3.2 Teachers who have irregular travel schedules:

- 13.3.2.1 Mileage to be submitted each month;
- 13.3.2.2 Mileage x reimbursement per mile = \$ due;
- 13.3.2.3 All \$ mileage payments due from the start of school until the end of January will be included in the first check received in February. All mileage payments due from February 1 until the end of the school year will be included in the last check received in June.
- 13.4 Reimbursement for mileage shall be in such amounts as the District may from time to time establish for all employees of the School Department, but in no event less than \$0.52 per mile.
- 13.5 If a new position is established, the salary for such position shall be in line with established salaries.
- 13.6 If there are any substantial changes in the duties of any existing position, the District will negotiate with the Association regarding possible modifications in the salary for such positions.

ARTICLE XIV
TEACHER FACILITIES

- 14.1 Each school will have the following facilities:
 - 14.1.1 Space in each classroom in which professional staff personnel may store instructional materials and supplies;
 - 14.1.2 Wherever possible, a teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 14.1.3 A serviceable desk and chair for the teacher in each classroom;
 - 14.1.4 Well lighted and clean teachers' rest rooms;
 - 14.1.5 A mailbox for every teacher in each building;
 - 14.1.6 A clean classroom in which to teach.
- 14.2 Wherever possible, an appropriately furnished room to be reserved for the exclusive use of the professional staff personnel as a faculty lounge. Teachers may, with the approval of the school principal, install and maintain equipment for dispensing of coffee for staff and visitors. Microwaves, coffee makers, refrigerators and other household electronics may not be used in other areas.
- 14.3 An adequate portion of the parking lot at each school will be reserved for teacher parking.
- 14.4 All the above facilities shall be included in all new buildings.

ARTICLE XV
TEACHER EVALUATION

- 15.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors and both parties will have the right to discuss such report with each other. Evaluation procedures shall be administered fairly and equally.
- 15.2 All members of the Swansea Educators Association will be monitored and evaluated using the Swansea Public Schools Educator Evaluation System, adopted August 15, 2012, from the Massachusetts DESE's Educators Evaluation System, set forth in the Massachusetts Educator Laws and Regulations - 603 CMR 35.01 - 35.11. The regulations are designed to:
- Promote growth and development of teachers
 - Place student learning at the center, using multiple measures of student learning, growth and achievement
 - Recognize excellence in teaching and develop teacher leaders
 - Set a high bar for professional teaching status
 - Shorten timelines for improvement

The evaluation philosophy, explanation and procedures, including the evaluation cycle, standards/indicators/elements, performance levels, educator plans and impact rating levels are available on the district web-site and from building principals.

- 15.2.1 Student Learning Indicators:
All employees evaluated under the Swansea Public Schools Educator Evaluation System, adopted from the Massachusetts Educators Evaluation System, set for in Massachusetts Laws/ Regulations- 603 CMR, 35.01 -35.11
- 1.) Will be directly involved in developing and implementing student surveys.
 - 2.) Will develop one Student Learning Goal utilizing the data and feedback from student surveys.
 - 3.) Will develop one Student Learning Goal utilizing the data identifying student growth based upon State Assessments as required by the Department of Elementary and Secondary Education (DESE).
 - 4.) Student Learning Goals must be approved by the evaluator.
 - 5.) Student Learning Indicators will be determined through the evidence provided by the educator with regards to progress on, or attainment of their approved Student Learning Goal.
 - 6.) Students Learning Indicators will be a component of the educator's Summative Evaluation.
 - 7.) Professional Development time shall be provided to address the areas of need identified by the District and on an individual's basis identified by areas of deficiency.

- 15.3 Teachers shall have the right to file a grievance regarding any alleged failure of the administration to follow the evaluation procedure. Substantive evaluation reports shall not be subject to the grievance and arbitration procedure.
- 15.4.1 Teachers will have the right, upon request, to review the contents of their personnel file in the presence of the Superintendent or his representative. A teacher will be entitled to have a representative of the Association accompany him during such review.
- 15.4.2 No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher 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 answer shall be reviewed by the Superintendent and signed and attached to the file copy.
- 15.5 Any complaints, either oral or written, of an official nature regarding a teacher made to any member of the administration by any parent, student or other person will be called to the attention of the teacher.
- 15.6 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, he will be entitled to have a representative of the Association present.
- 15.7 Discipline of teachers shall be governed by the applicable sections of Chapter 71 of the Massachusetts General Laws. It is agreed that this provision shall in no way affect the District's statutory right not to renew the contract of a teacher without professional status.

ARTICLE XVI
TEACHER TRANSFERS

- 16.1 **TRANSFERS.** When transfers are considered, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Swansea School System will be among the considerations in determining which teacher is to be transferred. Any transfer will be only after a meeting between the teacher involved and the Superintendent (or his designee), at which time reasons will be discussed for the transfer. The Superintendent's decision will be final.
- 16.2 **PROMOTIONAL POSITIONS.** Whenever any vacancy in a promotional position occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice placed on the Superintendent's bulletin board and by providing a copy to the Association president who may place it upon the several school bulletin boards. During the months of July and August, written

notice of any such vacancy will be given to the president of the Association. In both situations, the qualifications for the position, its duties, rate of compensation, and the due date of applications will be clearly set forth. The qualifications set for a particular position which is or will be vacant will not be changed unless the Association has been given due notice of such changes.

- 16.2.1 Promotional positions are defined as positions on the administrative supervisory level including Superintendent, Assistant Superintendent, Director of Finance & Technology, Director of Student Services, Assistant Director of Student Services, 6-12 Guidance Directors, Principals, Assistant Principals, Administrative Assistants, Department Heads/Leadership Team Members, Supervisors and System-Wide Directors.
- 16.2.2 The District shall have the right to fill any vacancy which occurs in an existing administrative supervisory position by reason of transfer, resignation, dismissal, death, or incapacity with any other person then in the employ of the District in an administrative supervisory position without the need or requirement to post the position as herein before required. The filling of any such position which results in the employment of a person not serving in an administrative supervisory position at the time the position is to be filled, will be posted as hereinbefore required.
- 16.2.3 All qualified teachers will be given adequate opportunity to make application for such positions, and the District 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. In filling such vacancies, consideration will be given to qualified teachers already employed by the District, and each teacher applicant not selected will, upon request, receive an explanation from the Superintendent or his designee. Appointments will be made as soon as practicable after the due date of the application.
- 16.2.4 By June 15th or as soon thereafter as such positions become known, the Superintendent will inform the Association of positions expected to be available in the Swansea School System the following year.
- 16.3.1 **BARGAINING UNIT POSITIONS:** A vacancy shall be defined as any new bargaining unit position or an opening in an existing bargaining unit position.
- 16.3.2 When a vacancy occurs during the school year, the District may fill the vacancy without posting provided it shall send a letter to the President of the Association when the existence of such vacancy becomes known and a decision on an intent to fill it is made. The District shall not be required, however, to delay in making an appointment to fill the vacancy by following the procedure set forth in 16.3.3.
- 16.3.3 Notice of all permanent vacancies to be filled shall be posted by the end of the school year in each school, clearly setting forth qualifications for the positions, duties, and salary ranges. Such qualifications, duties, and salary ranges shall not

be changed after having been posted without prior notice to the Association. Notice of vacancies shall be posted at least seven (7) school days before the date when applications must be submitted. Teachers who desire to apply for such vacancies shall submit their application, in writing, to the Superintendent or his/her designee within the time limit specified in the notice.

ARTICLE XVII
TEMPORARY LEAVES

- 17.1 **BEREAVEMENT DAYS:** Up to four (4) days absence with pay will be allowed for each death in the immediate family. This allowance cannot be accumulated from year to year, and such absence is not to be charged to sick leave. Immediate family means: spouse, children, and any other members of the same house, parents, grandparents, grandchildren, brothers, sisters, parents-in-law and children-in-law.
- 17.1.1 Bereavement days are expected to be used in a reasonable time period prior to or following the death of an immediate family member as defined in 17.1. This reasonable time period is expected to be within one (1) week of the funeral. Extenuating circumstances may be approved at the discretion of the Superintendent to attend related matters and services.
- 17.1.2 One (1) day's absence, or such part of a day as is needed, will be allowed, without loss of pay, for each death of close relatives in any school year, not cumulative from year to year and not charged to sick leave. (Close relative means: uncles, aunts, cousins, nieces, nephews, brothers-in-law, sisters-in-law, grandparent-in-law and significant other.) Employees wishing to take more than one (1) day of bereavement leave for the death of a close relations may do so, but such additional days will be charged to sick leave. Allowance for any other relation is at the discretion of the Superintendent, and, if granted, will be charged to sick leave.
- 17.2 **GRADUATION DAYS:** One (1) day per academic year with pay will be allowed to attend the High School, military, or college graduation of a member of the immediate family and/or the teacher's own graduation. Such days will be charged to annual sick leave.
- 17.3 **VISITING DAYS:** Teachers may receive two visiting days to visit other schools for the purpose of improving classroom work, provided such visits are approved by the principal. Such requests are to be made by the teacher in writing to the principal; the principal shall forward such requests to the Superintendent or his designee for final approval. These days will not be charged to sick leave.
- 17.4 **PERSONAL DAYS:** Two days per year with no loss of pay will be allowed for personal legal or other similar business in cases of emergency. Personal days requested in any contract year shall be only for personal business that is unexpected, unforeseen or that cannot be scheduled out of school time. Requests

should be made to the principal and in writing to the Superintendent at least forty-eight (48) hours prior. Personal days can be taken in increments of half (1/2) or full days.

- 17.4.1 Personal days taken before or following a holiday/school recess will be designated as a premium personal day and will require the expenditure of two (2) personal days; provided that taking only the ½ day the morning before (such that the employee works in the afternoon) the holiday/recess or the ½ day the afternoon after the holiday/recess (such that the employee works in the morning) shall not result in the personal leave being designated as a premium personal day.
- 17.4.2 In instances where a teacher has 3-4 personal days, such days may be used in a single year for not more than two (2) events/occurrences.
- 17.4.3 Personal days will be cumulative to a total of four (4). A teacher who has not utilized all of their personal days by the close of that school year may choose to be compensated at the rate of Seventy-five and 00/100 (\$75.00) per day for all or part of the teacher's unused personal days..
- 17.5 The District recognizes its responsibility under the law to make reasonable accommodations to the religious needs of its employees as per past practice.
- 17.6 At the discretion of the Superintendent, travel time may be allowed without loss of pay and with days deducted from sick leave.
- 17.7.1 **OBSERVANCE OF VETERANS' DAY.** Employees are not compensated for holidays, including Veterans' Day. When Veterans' Day falls on a Saturday, school will be closed in observance of the holiday the Friday before Veterans' Day. When Veterans' Day falls on a Sunday, school will be closed in observance of the holiday the Monday after the holiday.
- 17.7.2 The teacher may be required to substantiate the need for this leave. A teacher in military reserve, such as National Guard, shall receive up to seventeen (17) calendar days (per federal fiscal year) leave upon his showing proof that such obligations involve regular annual encampment and must be fulfilled on days when school is in session. Such leave may be extended two (2) days by special assignment. Said teacher will be compensated by the District in the amount of difference between the base pay received by said teacher from the military and his regular teacher's salary (i.e., base salary plus advance recognition). The District agrees to comply with the requirements of Federal and/or state law regarding military leaves.

ARTICLE XVIII
SICK LEAVE

- 18.1.1 Annual sick leave shall be allowed all teachers at the rate of fifteen (15) school days per year accumulative to a maximum of 275 days that were hired before

June 30, 2013. For employees hired on or after June 30, 2013 and on or before June 30 2016, annual sick leave shall be allowed teachers at a rate of 15 school days per year, accumulated to a maximum of 210 days. For employees hired on or after July 1, 2016, sick leave shall accrue at a rate of 1.5 days per month for the months of September to June to a maximum of fifteen (15) school days per year to a maximum of 150 days; provided that in the first year of employment an employee shall be provided with five (5) days of sick leave upon hire and accrue one (1) day of sick leave per month thereafter to the maximum of fifteen (15) school days per year. Monthly accruals will posted by the last day of each month.

- 18.1.2 Sick leave shall not accrue or accumulate during periods of leave of absence (sick leave, sabbatical leave, parental leave, etc.). Sick leave will not be credited retroactively.
- 18.2 Sick leave may be used by an employee when an illness or injury prevents the employee from working, when an employee needs to be absent from work to take care of an immediate family member or for the employee to attend a doctor's appointment or the doctor's appointment of an immediate family member. For the purposes of this Article, "immediate family member" shall mean the employee's parent, spouse, child or other individual permanent residing in the employee's household. Any teacher who in any way abuses the intent of sick leave will reimburse or have withheld from his salary the total sick leave dollars involved and will be subject to disciplinary action, up to and including termination.
- 18.3 In the event of absence of any teacher for illness, the District may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the District's expense.
- 18.4.1 After sick leave use, which total more than ten (10) days in any school year or a pattern of sick leave use is identified, the teacher, upon return to school will meet with the respective building principal or other administrative supervisor to review the teacher's attendance record. The teacher will provide medical substantiation of the reason for the most recent absence and any prior absences if appropriate to explain the most recent absence. The building principal or appropriate administrative supervisor will file a written report including a recommendation to the Superintendent of Schools. A copy of the report will be placed in the teacher's personnel file. Any subsequent absences for illness after this conference may require documentation by written medical substantiation. The Superintendent of Schools may also require verification by a doctor of the District's selection and expense.
- 18.4.2 After sick leave use, which total more than fifteen (15) days in any school year or a pattern of sick leave use is identified, the teacher upon return to school, will meet with the Superintendent to review the teacher's attendance record. The Superintendent will file a written report of this meeting to the Committee and a

copy of the report will be placed in the teacher's personnel file. Disciplinary action may also be taken for sick leave abuse.

- 18.4.3 Absences related to approved leave for a serious health condition under the Family and Medical Leave Act (FMLA) will not count toward the occurrences and total days of absence referenced in 18.4.1-18.4.2.
- 18.5 The number of sick leave days which each teacher has accumulated will be made known to the teacher by October 15.

ARTICLE XIX
RESERVED

ARTICLE XX
SICK LEAVE BANK

- 20.1 This bank is to be used by all eligible teacher or teachers who have the misfortune of being ill over an extended period of time not inclusive of Parental leave.
- 20.2.1 By November 1 every eligible teacher will be given the opportunity to sign a voucher stating that he/she will give the bank one (1) day of his/her sick leave. This voucher must be turned into the Sick Leave Bank Committee, consisting of the Superintendent of Schools, Assistant Superintendent, two (2) Committee members and four (4) teachers, by November 1 in order to be eligible for that school year. All decisions of the Sick Leave Bank Committee will be made by majority vote.
- 20.2.2 No meeting of the sick leave bank Committee shall be held without the presence of at least one voting representative of the Committee and sick leave bank benefits shall not be granted in excess of thirty (30) days at a time.
- 20.3 Only those teachers who give days to the bank are entitled to draw from it, if the need arises.
- 20.4.1 If a portion of the days in the bank are used in one school year, the bank will be refilled by all teachers wishing to participate. In order to be eligible, a teacher must donate to the bank at the beginning of every year that the bank is in need of days.
- 20.4.2 If the number of days in the bank at any time exceeds 300, no days will be asked for the following year except in the case of teachers who desire to participate in the sick bank and have not previously participated.
- 20.5 If the need should arise, more than one teacher can draw from this bank concurrently. If the bank runs out of days during the year, the teachers participating in the bank will be given the opportunity to donate another day.

- 20.6 There will be a limitation of 175 days given to any teacher during one extended illness.
- 20.7 The sick leave bank will apply to all teachers in the Swansea School System who have served three (3) full years unless they opt-out in writing to Superintendent's Office.
- 20.8 In instances where sick leave bank benefits are afforded a teacher on the basis of a medical prognosis by a physician, the District shall have the right to thereafter require the teacher to provide medical evidence at biweekly intervals which substantiates the continuing medical need for sick leave and inability to work.
- 20.9 Teachers shall be required, in the event of sickness, to use sick leave first, then sick leave bank benefits. No more than \$80.00 plus 5% of the long-term substitute rate per day shall be deducted from sick leave bank benefits to reimburse a substitute teacher.
- 20.10 Decisions of the Sick Leave Bank Committee shall not be subject to the grievance and arbitration process.

ARTICLE XXI
PARENTAL AND FMLA LEAVE

- 21.1 An employee who has been employed by the District for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period of up to eight (8) weeks for the purpose of giving birth or adopting a child under the age of 18 (or 23 if the child is disabled), said period to be hereinafter called parental leave, and who shall give at least two weeks' notice to the District of his/her anticipated date of departure and intention to return, said employee, shall be restored to his/her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of his/her leave.
- If two employees who work for the District apply for such leave for the birth or adoption of the same child, they shall only be entitled to a combined total of eight (8) weeks of parental leave.
- 21.1.2 The District shall not be required to restore an employee on parental leave to her previous or a similar position if other employees of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such parental leave; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which she may be entitled as of the date of his/ her leave.
- 21.1.3 Such parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which s/he was eligible at the date of his/her leave, and any

other advantages or rights of his/her employment incident to his/her employment position; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided further, that the District will not provide for the cost of any benefits, plans or programs during the period of parental leave unless otherwise required by law. Nothing in this Article 21 shall be interpreted as provided benefits beyond the scope of G.L. c. 149, § 105D.

- 21.2 An eligible employee may take Parental Leave under this policy, even if he/she is not eligible for FMLA leave or has exhausted her/his entitlement to FMLA leave. If, however, an employee is also eligible for FMLA leave, leave taken under this policy will run concurrently with an employee's Family and Medical Leave.
- 21.3 The District shall provide leave in accordance with the Family and Medical Leave Act (FMLA) and its FMLA Policy, as may be amended from time-to-time, a present copy of which is attached hereto as Appendix "A". Similarly, the District shall provide leave in accordance with the Massachusetts Parental Leave Act, as may be amended from time-to-time, a present copy of which is attached hereto as Appendix "B".
- 21.4 An eligible employee who exhausts his/her FMLA leave or who is only entitled to 8 weeks of Parental Leave under Sections 21.1.1 – 21.1.3 may take up to four (4) additional weeks of unpaid parental leave to care for a newborn or newly adopted child. Employees taking advantage of this benefit will not be entitled to the District's contribution toward health coverage. Rather, they will solely responsible for the premium (plus an administrative fee of up to 2%) by electing COBRA continuation coverage if they wish to continue coverage while on unpaid leave. Further, when an employee takes a leave beyond the amount protected by law, there shall be no right of reinstatement to employment. Employees are also advised that taking additional unpaid leave may have an impact on their years of service for retirement purposes. As the purpose of this Section 21.3 is to provide employees who wish to take additional time for the birth of a child, to care for a newborn child or to care for a recently adopted child and an employee's entitlement to FMLA does not run during the summer recess, the additional four (4) weeks of unpaid leave shall not be available when the employee has had the benefit of at least four (4) weeks with the child over the summer.

ARTICLE XXII SABBATICAL LEAVE

- 22.1 Teachers covered by this contract may, subject to the approval of the Superintendent, be granted sabbatical leave of one (1) year for advanced study. The granting of sabbatical leave shall be at the sole discretion of the Superintendent.
- 22.2 Not more than three (3) teachers may be absent on sabbatical leave at any one time.

- 22.3 Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before December 1 if it is to become effective in September. The Superintendent will issue a decision not later than February 1. A teacher requesting such leave shall submit an application for approval or activities for professional improvement, specifying the reasons for which the leave is requested. The Superintendent shall evaluate each application on the basis of services rendered by the applicant and the use to be made of the requested sabbatical leave.
- 22.4 Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Swansea School System. A second or third such leave shall not be authorized until a teacher shall have re-established eligibility by serving another period of seven (7) years.
- 22.5 Teachers on sabbatical shall receive from the District fifty percent (50%) of the salaries they would have received if they had remained on active teaching duty with the District.
- 22.6 The Superintendent of Schools may require that a teacher on sabbatical leave submit a report to him concerning the manner in which his/her leave is being used during the sabbatical leave and/or may require that a teacher, within sixty (60) days following the termination of sabbatical leave, submit a written report to the Superintendent of the experiences gained during the sabbatical leave.
- 22.7 Prior to granting of a sabbatical leave, a teacher shall enter into written Agreement with the Superintendent that upon the termination of such leave, he/she will return to service in the Swansea School System for a period equal to twice the length of the leave and that, in default of completing such service, the teacher shall refund to the Town of Swansea an amount equal to such proportion of salary received by him while on leave as the amount of such service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- 22.8 Upon his return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the Swansea School System, and the teacher shall be returned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- 22.9 Teachers on sabbatical leave shall not be eligible for tuition reimbursement as defined in Article XXX, Paragraph 30.9.

ARTICLE XXIII
PROTECTION - INJURY BENEFIT - INSURANCE

- 23.1 All cases of assault suffered by teachers in line of duty connection will be reported in writing to their immediate supervisor or principal.

- 23.2 The School Department will institute immediate action to remove immediately any further exposure to conditions of assault that may continue to exist during the period of investigation.
- 23.3 The parties recognize and accept the respective responsibilities mandated by General Law Chapter 258.
- 23.4 Any charges against school personnel for neglect of duty, improper action, or unfitness for duties assigned, will be requested to be submitted in writing and signed by the complainant.
- 23.5 The District will maintain workmen's compensation for its employees. The District will pay teachers who are on workers compensation as the result of an injury arising during the course of employment with the Swansea School Department, the difference, out of sick leave, between any workers compensation payment received and the teacher's daily rate.
- 23.6 The District will extend to members of the bargaining unit, the maximum percentage authorized by the town of the cost for any medical and/or dental plan of the type available to town employees to the extent permitted by law.
- 23.7 Flexible-Spending Plan - the District subject to whatever limitations as may be imposed by state law will agree to implement a flexible benefit plan. If such plan cannot be implemented unilaterally by the District, the Committee shall recommend and support its adoption by the town.

ARTICLE XXIV
AGREEMENT STATUS

- 24.1 This Agreement supersedes all prior Agreements pertaining to the salaries, standards or productivity and performance and other terms and conditions of employment of the professional employees of the Association for the duration of the contract.

ARTICLE XXV
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- 25.1 The District will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the approval of the Superintendent. Travel via private vehicle will be reimbursed at a minimum rate of fifty-two (\$0.52) cents per mile or such higher rate as may be established by the District for all employees.

ARTICLE XXVI
SPECIALISTS AND SPECIAL PROGRAMS

- 26.1 The District and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

ARTICLE XXVII
ASSOCIATION COURSE OFFERINGS

- 27.1 Subject to the approval of the Superintendent, the Association may set up three (3) credit courses of an educational nature taught by a qualified person (any person teaching at an accredited four-year college or university). If the guidelines are met, the Superintendent will not arbitrarily withhold approval of the course offering.
- 27.2 The District will give the three (3) credits to teachers who have passed these courses. This credit will be applied to any course requirements of teachers in the Swansea School System and to lateral movement (M, M+15 and M+30) on the salary schedule.

ARTICLE XXVIII
RESERVED

ARTICLE XXIX
REDUCTION IN FORCE

- 29.1 Decline in student enrollments, changes in curricular offerings, economic restraints, or other conditions may necessitate the reduction of a number of bargaining unit positions. The District shall determine when and if such reductions are necessary. When the District determines that a reduction is necessary, the following procedures shall apply:
- 29.1.1 The District shall attempt to effect such reduction by attrition whenever possible and practicable.
- 29.1.2 In determining which teachers shall be laid off, the District shall consider the following factors:
- I. Seniority (as hereinafter defined);
 - II. Type, quality and length of classroom experience, area of certification, quality of teaching performance and attendance record.
- 29.1.3 The above factors shall govern decisions by the District in effecting layoffs, but the final decision shall rest in the discretion of the Superintendent and may be the subject of arbitration only if made in an arbitrary and capricious manner.

- 29.1.4 Seniority is defined as a teacher's length of consecutive service in years, months and days in a bargaining unit position.
- 29.1.5 Seniority shall be computed as of a teacher's first day of employment as a full-time employee in a paid position in this bargaining unit.
- 29.1.6 Approved leaves of absence shall not be considered breaks in consecutive services.
- 29.1.7 Instances where the total number of years, months and days are equal, Seniority shall be determined by lot conducted by the District.
- 29.2 The Superintendent will develop a mutually agreed to Seniority list on or before November First of each school year. The Superintendent shall maintain and update the list thereafter for the balance of each year. The Superintendent will provide the SEA with a copy of any updated list throughout the year.
- 29.3 In lieu of lay-off, a teacher with professional status may request that the District grant him/her an unpaid leave of absence for a period of twenty-four (24) months. Such request shall be made and submitted on a form to be provided by the District. The granting of any such request shall be conditional upon the teacher waiving any present or future rights to a dismissal hearing that the teacher may have pursuant to the General Laws of the Commonwealth, specifically including General Law, Chapter 71, Section 42. A teacher on leave of absence under this provision shall have the same recall rights as a dismissed teacher.
- 29.4 A qualified teacher with professional status who is dismissed because of a reduction in force shall have the first right to be re-hired as provided below for positions which become vacant up to twenty-four (24) months from the teacher's dismissal. In the event two or more teachers seek to exercise the right to be rehired to the same position, the District shall consider the factors listed in 29.1.2.
- 29.4.1 With respect to Secondary and Special teachers, the right to re-hire shall be limited to the positions which they held at the time of the dismissal or to other positions in which the teacher has past proven experience in the Swansea School System.
- 29.4.2 With respect to Elementary School teachers, teachers employed in the Elementary unit shall have the first right to be re-hired in such unit or to other positions in which the teacher has past proven experience in the Swansea School System.
- 29.4.3 Consistent with the above, PK-5 teachers with professional status shall have re-hire rights in the reverse order of dismissal, provided, however, teachers who were reduced from a particular discipline shall have preference for recall to that discipline over those who though having past proven experience in the Swansea School System, were reduced from a different discipline.

- 29.5 No teacher with professional status shall be dismissed if there is a teacher not serving at discretion whose position the teacher with professional status is qualified to fill.
- 29.6 A teacher who accepts recall shall have all the benefits accrued up to June 30 of the school year in which the RIF notice was given restored upon recall.
- 29.7 Teachers who do not provide the District with information relative to additional certifications, degrees, and/or advanced recognition by April 15th of each year will not have such information considered after they receive notice of a transfer or layoff.

ARTICLE XXX
SALARIES

- 30.1.1 All persons on the teacher's salary schedule will be paid by the town treasurer based on twenty-six payments.
- 30.1.2 Summer lump sum payments can be made at the option of the teacher upon written request to the Superintendent.
- 30.1.3 Effective with the first payroll on or after 9/17-19, or on such later date as may be determined by the District, as a condition of employment, all wage payments shall be electronically forwarded by the District directly to a financial institution designated by the employee. After implementation of direct deposit, employees will no longer receive wage payments by check but will receive pay stubs.
- 30.2 Basic Teacher's Salary Scale:

	<u>2019-2020</u> <u>Day 1-92</u> <u>Salary Scale</u>	<u>2019-2020</u> <u>Day 93+</u> <u>Salary Scale</u>	<u>2020-2021</u> <u>Day 1-92</u> <u>Salary Scale</u>	<u>2020-2021</u> <u>Day 93+</u> <u>Salary Scale</u>	<u>2021-2022</u> <u>Day 1-92</u> <u>Salary Scale</u>	<u>2021-2022</u> <u>Day 93+</u> <u>Salary Scale</u>
Step						
1	\$46,357.00	\$47,284.00	\$47,284.00	\$48,466.00	\$48,466.00	\$49,436.00
2	\$48,616.00	\$49,588.00	\$49,588.00	\$50,828.00	\$50,828.00	\$51,845.00
3	\$51,299.00	\$52,325.00	\$52,325.00	\$53,633.00	\$53,633.00	\$54,706.00
4	\$53,597.00	\$54,669.00	\$54,669.00	\$56,036.00	\$56,036.00	\$57,156.00
5	\$55,889.00	\$57,007.00	\$57,007.00	\$58,432.00	\$58,432.00	\$59,601.00
6	\$59,057.00	\$60,238.00	\$60,238.00	\$61,744.00	\$61,744.00	\$62,979.00
7	\$62,224.00	\$63,468.00	\$63,468.00	\$65,055.00	\$65,055.00	\$66,356.00

8	\$65,627.00	\$66,940.00	\$66,940.00	\$68,613.00	\$68,613.00	\$69,985.00
9	\$70,654.00	\$70,654.00	\$72,420.00	\$72,420.00	\$73,869.00	\$73,869.00

30.2.1 Speech and Language Therapy Assistant Salary Scale (SPLA) Step one to step five of the Basic Teacher Salary Scale, all benefits of the SEA contract are enforced.

Certified Occupational Therapy Assistant (COTA) Step one to step three of the Basic Teacher Salary Scale, all benefits of the SEA Contract are enforced.

30.3 Two semester hours of credit study from a school accredited by the New England Association of Colleges and Secondary Schools or the National Council of Accreditation of Teaching Education is required in every three-year period to qualify for the next increment on the schedule. Evidence of this study in the form of an official transcript must be filed in the Superintendent's office in the teacher's personnel folder. All credits are accumulative. Before taking courses for credit for incentive increments, teachers are required to secure written approval from the Superintendent.

30.4 **ADVANCED RECOGNITION**

**Advanced Recognition
Approved Courses in
Teacher's Field or Related
Field**

30.4.1	Master's	\$3,993
30.4.2	Master's Plus 15 Hours	\$5,437
30.4.3	CAGS/Master's Plus 30 Hours	\$6,399
30.4.4.1	Second Master's	\$7,640
30.4.5	CAGS/Master's Plus 45 Hours	\$8,102
30.4.6	CAGS/Master's Plus 60 Hours	\$8,570
30.4.7	Doctorate	\$9,222

30.4.8 Employees who have completed a CAGS program prior to July 1, 2016 shall receive the advanced recognition as stated in Section 30.4.6.

30.4.9 For employees completing a CAGS program on or after July 1, 2016, the following eligibility criteria shall apply. Employees who have completed a CAGS that includes an internship shall receive the advanced recognition at the CAGS/Master's Plus 30 Hours level as stated in Section 30.4.3. (CAGS of less than 45 hours shall not be awarded advanced recognition unless they include an

internship.) Employees who have completed a CAGS of 45 or more, but less than 60 hours shall receive advanced recognition at the CAGS/Master's Plus 45 Hours level as per Section 30.4.5. Employees who have completed a CAGS of 60 or more hours shall receive advanced recognition at the CAGS/Master's Plus 60 Hours level as per Section 30.4.6.

30.5 It is agreed that "plus" means "beyond" and that all credits for the aforementioned advance recognition entitlements must have been earned subsequent to the receipt of the last degree.

30.5.1 Note: Course credits beyond the Masters level must be on the graduate level.

30.6 Colleges and universities must be accredited by the regional accrediting agency (New England Association of Schools and Colleges, etc.)

30.7 Teachers pursuing a CAGS, Masters' Degree or Doctorate must obtain prior approval of the program from the Superintendent and each course must receive prior approval in order to be eligible for Advance Recognition.

30.8 Any teacher who anticipates movement on the advance recognition schedule shall notify the office of the Superintendent of Schools of this in writing not later than February first of the school year preceding the anticipated move.

30.9 **TUITION REIMBURSEMENT**

30.9.1 For employees who have been actively employed by the District for one (1) year or more, the District will pay for courses as herein provided, after approval of the Superintendent, of courses satisfactorily completed by the employee teaching full time in the public schools of Swansea (part-time employee teachers will be reimbursed on a prorata basis), enrolled in a degree program in the employee's field of concentration or other programs approved in advance by the Superintendent. Course description must accompany course approval documentation as a part of the approval process. "Satisfactorily completed" shall be defined as a grade of "B" or above.

30.9.2 Reimbursement shall be limited to one (1) course per semester and/or two (2) courses per year for any individual teacher.

30.9.3 Effective in school years 2019-2022, the District share of the cost of courses shall not exceed Seven Hundred (\$700.00) Dollars for any single course approved for reimbursement and the annual total of reimbursements shall not exceed Thirty-five Thousand (\$35,000.00) Dollars. In the event that individual teachers are denied reimbursement in any year because of the foregoing cap, such teachers shall be given priority for reimbursement in the subsequent year.

30.10 Athletics: Salary Schedules

Fall	2019-2022
Director of Athletics	\$10,865.00
Varsity Field Hockey	\$4,389.00
JV Field Hockey	\$2,440.00
Varsity Football	\$8,053.00
Assistant Football	\$4,878.00
Assistant Football	\$4,878.00
Assistant Football	\$4,878.00
Assistant Football	\$4,878.00
Assistant Football	\$4,878.00
Varsity Golf	\$2,928.00
Assistant Golf	\$1,000.00
Varsity Boys Soccer	\$4,389.00
JV Boys Soccer	\$2,198.00
Jr. High Boys Soccer	\$2,663.00
Jr. High Girls Soccer	\$2,663.00
Varsity Girls Soccer	\$4,389.00
JV Girls Soccer	\$2,198.00
Varsity Volleyball	\$4,389.00
JV Volleyball	\$2,440.00
Freshman Volleyball	\$1,831.00
Varsity Cross Country	\$2,928.00
Assistant Cross Country	\$1,461.00
Unified Basketball	\$1,000.00
Assistant Unified Basketball	\$ 500.00
Fall Cheerleading	\$2,198.00
Winter	2019-2022
Varsity Boys Basketball	\$6,345.00
JV Boys Basketball	\$4,389.00
Freshman Boys Basketball	\$3,417.00
Jr. High Boys Basketball	\$2,663.00
Jr. High Girls Basketball	\$2,663.00
Varsity Girls Basketball	\$6,345.00
JV Girls Basketball	\$4,389.00
Freshman Girls Basketball	\$3,417.00
Varsity Indoor Track & Field	\$4,877.00
Assistant Indoor Track & Field	\$2,928.00
Assistant Indoor Track & Field	\$2,928.00
Winter Cheerleading	\$1,704.00

	2019-2022
Spring	
Varsity Baseball	\$5,124.00
JV Baseball	\$3,417.00
Freshman Baseball	\$3,172.00
Jr. High Baseball	\$2,663.00
Varsity Softball	\$5,124.00
JV Softball	\$3,417.00
Freshman Softball	\$3,172.00
Jr. High Softball	\$2,663.00
Varsity Outdoor Track & Field	\$4,877.00
Assistant Outdoor Track & Field	\$2,928.00
Assistant Outdoor Track & Field	\$2,928.00
Varsity Boys Tennis	\$3,658.00
Varsity Girls Tennis	\$3,658.00
Unified Outdoor Track & Field	\$1,000.00
Assistant Outdoor Track & Field	\$ 500.00
Miscellaneous	2019-2022
Fall Faculty Manager	\$1,842.00
Winter Faculty Manager	\$2,456.00

- 30.10.1 Athletic Event Supervisor \$900.00 (at a maximum of 3)
- 30.10.2 All personnel included in section 30.10, excluding athletic director and faculty manager, will receive their stipend in a lump sum payment within two pay periods following the end of the season. For any personnel that served in a role covered by section 30.10 for less than the full athletic season shall receive a prorated portion of the stipend.
- 30.10.2.1 While all efforts will be made to fill the above positions with members of the teaching staff, it is understood and agreed between the parties that the District may fill the above positions with individuals who are not members of the teaching staff.
- 30.10.2.2 Further, in instances where a member of the bargaining unit is appointed by the District to fill one of the above positions, said appointment is made only on an annual basis. The District may in its discretion waive the annual reapplication requirement for incumbents in non-athletic, extra-curricular positions. An individual's re-appointment to a position in a subsequent year will be determined by the District based upon:
- 30.10.2.2.1 The individual's satisfactory performance of all duties and obligations inherent to the position as outlined in relevant job specifications; and

30.10.2.2.2 The recommendations of the Administration. Applications for the above positions must be made annually, prior to June 1, for the forthcoming school year. Applicants who are not re-appointed will be notified of such action by the Superintendent. Non reappointments, coaching, and extracurricular positions will not be subject to the grievance and arbitration procedure.

30.10.2.2.3 This section is intended to supersede all prior Agreements, either oral or written pertaining to the selection and payment of athletic positions.

30.10.3 Step increases will be automatic and as follows:

30.10.4 Seventh and eighth grade intramurals:

30.10.4.1 **Seventh and Eighth Grade Intramural Activities:** one sport per season for boys and girls. Two seasons, of ten weeks each, two activities per season.

30.12.7.1.1 **Activity \$607.00**

30.12.7.1.2 **Total \$1,213.00**

30.10.5 **Elementary Intramurals/Academic Support:** Luther, Brown, Gardner, and Hoyle Elementary Schools

30.10.5.1 2 Sessions

30.10.8.1.1 **Session \$807.00**

30.10.8.1.2 **Total \$1,614.00**

30.10.6 Principals will recommend the appointment of staff members, who are interested, for each season at their respective schools. Intramurals/academic support will meet at least 20 times per session for 1 ½ hours each time. Any tournament play at the end of the regular season play will be conducted with no additional remuneration.

30.11 Remuneration for additional responsibilities and/or Duties:

The Department Heads/Systems Directors noted in Paragraph 30.12.1.1 through and including Paragraph 30.12 1.10 shall all receive the remuneration set forth in Paragraph 30.12.1.11 through 30.12.1.12. Summer work, outside of the contract, will be paid per diem.

30.12

30.12.1.1 System Director; K-8 Educational Technology

30.12.1.2 System Director, Fine Arts

- 30.12.1.3 System Director; K-8 Music
- 30.12.1.4 System Director; Health Education and Physical Education
- 30.12.1.5 English
- 30.12.1.6 Guidance (High School and Junior High School)
- 30.12.1.7 Math
- 30.12.1.8 Science
- 30.12.1.9 Social Studies
- 30.12.1.10 World Language
- 30.12.1.11 Educational Technology

- 30.12.1.12 **Salary Scale** \$2,076.00
- 30.12.1.13 **Base Per Staff Member (including Special Education) Not including self, as compensations for supervision** \$317.00

The Department Heads/System Directors noted in Paragraph 30.12.2.1 through and including Paragraph 30.12.2.2 shall all receive the remuneration set forth in Paragraph 30.12.2.3 through 30.12.2.4. Summer work, outside of the contract will be paid per diem.

- 30.13 Junior High School Leadership Team Members \$2,091.00
- 30.14 It is understood and agreed between the parties that the District may fill the following positions with individuals who are not members of the bargaining unit only if there are no members of the bargaining unit qualified for same position.

		2019-2022
30.14.1	National Honor Society/Honor Bowl Advisor	\$1,691.00
30.14.2	Senior Class Advisor	\$1,645.00
30.14.3	Junior Class Advisor	\$1,534.00
30.14.4	Sophomore Class Advisor	\$693.00
30.14.5	Freshman Class Advisor	\$693.00
30.14.6	School Treasurer	\$3,020.00

30.14.7	Cardinal Advisor	\$1,395.00
30.14.8	Yearbook Advisor	\$2,948.00
30.14.9	Director Of Band	\$4,266.00
30.14.10	Student Council Advisor	\$1,394.00
30.14.11*	Learning Common Specialist	\$2,628.00
30.14.12	Drama	\$4,599.00
30.14.13	Chorus	\$1,218.00
30.14.14	Jazz Band Director	\$1,218.00
30.14.15	Math Team Advisor	\$1,268.00
30.14.16	Science Fair Director	\$862.00
30.14.17	Assistant To Director Of Drama	\$1,437.00
30.14.18	Drill Instructor	\$1,437.00
30.14.19	Flag Twirling Instructor	\$1,437.00
30.14.20	Percussion Instructor	\$1,437.00
30.14.21	Foreign Language Club Advisor	\$998.00
30.14.22	Winter Percussion	\$1,484.00
30.14.23	Chess Club	\$917.00
30.14.24	Musical Director For Drama Productions per show	\$1,218.00
30.14.25	Choreographer For Drama Productions per show	\$1,218.00
30.14.26	School To Career Coordinator	\$4,414.00
30.14.27	Audio Visual Club Advisor	\$1,395.00
30.14.28	DECA Advisor	\$998.00
30.14.29	Mock Trial Club Advisor	\$998.00
30.14.30	High School Special Ed. Lead Teacher (Alternative Program)	\$2,314.00
30.14.31	Dance Company Advisor	\$998.00
30.14.32	High School/Junior High School Ski Club Advisor per trip no more than two (2)	\$334.00
30.14.33	Drama Technical Director per Show	\$689.00
30.14.34.1	School Attendance/Truancy Officer	\$5,409.00
30.14.35	Show Choir	\$1,544.00
30.14.36	Extra Curricular Music Coordinator	\$4,014.00
30.14.37	Winter Color Guard	\$1,484.00
30.14.38	Pride Alliance Advisor	\$693.00
30.14.39	School Store Advisor	\$998.00

30.14.1.1** Effective January 22, 2010, Learning Common Specialist annual stipend increase is based upon change of school day hours to include an additional one (1) hour per day to be determined by the building Principal.

30.15 The positions noted in Paragraph 30.15.1. Through and including Paragraph 30.15.13 shall all receive the remuneration set forth in Paragraph 30.15.14

- 30.15.1 Junior High School Math Team Advisor
- 30.15.2 Junior High Debate Team Advisor
- 30.15.3 Junior High Student Council Advisor
- 30.15.4 Junior High Year Book Advisor
- 30.15.5 Junior High Drama Advisor
- 30.15.6 Junior High Science Fair Advisor
- 30.15.7 Junior High Newspaper Advisor
- 30.15.8 Junior High Literary Book Club Advisor
- 30.15.9 Junior High Student Leadership Advisor
- 30.15.10 Junior High Robotics Club Advisor
- 30.15.11 Junior High Student Activity Advisor
- 30.15.12 National Junior Honor Society Advisor
- 30.15.13 Junior High Chorus Advisor
- 30.15.14 Salary Scale \$1,268.00**

30.15.15	*Title I Director	\$6,218.00
30.15.16	*Chairperson, Title I Parents Advisory Committee	\$1,243.00
30.15.17	E.L.L. (English Language Learner) Coordinator	\$3,843.00
30.15.18	Saturday High School Advisor (25 Saturdays)	\$2,991.00
30.15.19	Virtual High School Teacher	\$5,391.00

*In instances where the District elects to have the duties of either Title I Director, or Title I Parent Advisory Committee Chairperson assumed by a bargaining unit member the stipends shall be as noted above.

30.15.20	*Lead Mentor	\$500.00
30.15.21	*Mentor	\$500.00

*Lead Mentor and Mentor stipends are not subject to percentage increases

30.16 The work year of Guidance personnel shall not be governed by §10.9.1 but shall instead be as follows:

High School Guidance Department Head	200 Days
High School Guidance Counselors	189 Days
Junior High School Guidance Department Head	197 Days
Junior High School Guidance Counselor	194 Days

30.17 Any prorating of this Agreement shall be on the basis of one hundred eighty-fourth (1/184) of the annual salary rate for each school day in which they actually performed the duties for which they contracted.

30.18 If new positions or activities are created by the District during the duration of the Agreement, the salary or payment shall be comparable to existing amounts for similar positions.

ARTICLE XXXI
HEALTH SERVICES - SCHOOL NURSES

31.1 **Department Head - Director of Health Services**

2019-2022
\$3,997.00

31.2 **Advance Recognition - Nurses**
As In §30.4

31.3 All other applicable sections of the teacher's contract shall apply to the nurses.

31.4 **Nurse-Student Student Ratio**
A desirable nurse-student student ratio of not greater than 1:1000 will be maintained within reasonable limits by the District.

31.5 Each full-time nurse shall be compensated at a per diem rate for one (1) day, prior to the start of the school year, for purposes of reviewing health records as a part of the student registration process. This day shall be scheduled at a mutually agreeable time between each nurse and their supervising principal.

31.6 Nursing personnel shall be available beyond the regular workday for core evaluation meetings, immunization clinics, CPR training, evening sport physicals and school registration. Nursing personnel shall be compensated at the following rate per hour or any fraction thereof:

2019-2022
\$26.69

ARTICLE XXXII
JURY DUTY

- 32.1 Employees who receive notice to serve on a jury of any state or Federal court shall immediately notify the Superintendent of Schools if the notice requires attendance during the period school is in session, so that necessary coverage may be provided. Employees must provide confirmation of service upon receipt from the court.
- 32.2 Employees who receive notice to serve on a jury in a Massachusetts court shall receive their full compensation from the District for the first three days of service. Employees released from jury duty after the first or second day shall advise the Superintendent and report to work the next school day.
- 32.3 Employees who receive notice to serve on a jury in a Federal court or out of state court will receive the difference between the daily compensation paid by the court and their regular daily pay from the District. Employees will advise the Superintendent and return to work the next school day after their release from jury duty.
- 32.4 In the event that an employee is advised that jury service in any court may extend beyond three days, the employee shall make a good faith effort to be excused from such service or to have the service postponed, so as not to disrupt the educational program by the employee's prolonged absence. In the event that the employee is not excused from service or does not receive a postponement, the District will pay the difference between the employee's regular daily pay and jury compensation received. Payment so made will be charged to the employee's sick leave benefit. Payment hereunder will only be made to the extent employees have accumulated sick leave. Employees shall advise the Superintendent and report to work the next school day following the end of their jury service. Employees must demonstrate, upon minimal proof, that excuse of postponement was requested to be eligible under this paragraph.

ARTICLE XXXIII
ATTENDANCE INCENTIVE

- 33.1 All teachers who have a perfect attendance record [no absences for any reason with exception of an absence because of a death in the immediate family as defined in Article XVII (17.1)] will be paid an attendance incentive payment of \$250.00 no later than the July 31st following the end of the fiscal year in which they had perfect attendance.
- 33.2 Teachers who are absent for any reason during the year will receive a deduction of \$50.00 from their attendance incentive for each absence.
- 33.3 No teacher with five (5) or more absences will be entitled to any payment.

ARTICLE XXXIV
RETIREMENT ENTITLEMENTS

- 34.1 Any teacher with at least 20 years of service who has accumulated 150 days or more sick leave shall be entitled to a payment at retirement of the sum of \$40.00 per day for each day of accumulated sick leave in excess of 50 days. Teachers who wish to receive this benefit must give the District notice no later than November 1 of the fiscal year in which they expect to retire. An employee who misses this deadline shall not be eligible for this payment at retirement unless the retirement is sudden and unexpected due to the teacher's significant medical condition. Such medical condition must be supported by medical documentation submitted to the Superintendent.
- 34.2 Any employee hired after June 30, 2016 shall not be eligible for the sick leave buyback.

ARTICLE XXXV
RESERVED

ARTICLE XXXVI
EXPERIENCE STIPEND

- 36.1 Employees shall be paid an experience stipend each year according to their number of years of service in a bargaining unit position with the District as follows:
- 36.1.1 The Experience Stipend will cease upon completion of the thirty-six (36) years of service. Completed consecutive years of service will be determined by and as of August 15th of each year.

Completed Years of Service	
9	\$1,236.00
10	\$1,401.00
11	\$1,570.00
12	\$1,739.00
13	\$1,907.00
14	\$2,076.00
15	\$2,245.00
16	\$2,413.00
17	\$2,577.00
18	\$2,745.00
19	\$2,918.00
20	\$3,085.00
21	\$3,248.00
22	\$3,419.00

23	\$3,586.00
24	\$3,755.00
25	\$3,922.00
26	\$4,131.00
27	\$4,343.00
28	\$4,555.00
29	\$4,764.00
30	\$4,973.00
31	\$5,183.00
32	\$5,393.00
33	\$5,605.00
34	\$5,815.00
35	\$6,023.00
36	\$6,233.00

- 36.2 Payments will be non-cumulative and will be added to the employee's annual salary to be paid during the year.
- 36.3 Completed years of service will be determined as of August 15 of each year.
- 36.4 Reserved.

ARTICLE XXXVII
TUITION WAIVER

- 37.1 Children (natural, adoptive or foster) of teachers in the Swansea Public Schools who live outside of the town of Swansea may be allowed to attend the Swansea Public Schools tuition free so long as such enrollment does not result in overcrowding in the sole and unfettered discretion of the Superintendent or his designee, require opening another section, the hiring of additional staff, an out of district placement or create a conflict with so-called the "school choice law" annually. This Article will apply only to the children of teachers holding permanent, full-time positions in the Swansea Public Schools. Any student who engages in conducted enumerated in G.L. c. 71, §§ 37H, 37H ½, e.g., possession of a weapon, possession of a controlled substance, assault upon a staff member, charged with a felony may be expelled from the Swansea Public Schools. The decision of the Superintendent or his designee relative to the granting of a tuition waiver will not be subject to the provisions of the Grievance and Arbitration Procedure (Article VI).

ARTICLE XXXVIII
SEVERANCE BENEFIT UPON RETIREMENT OR DEATH

38.1 Upon the death of an employee, his or her estate shall be entitled to a lump sum payment of the accumulated sick leave buy back benefits to which the employee was entitled upon the date of death per 34.1

38.2 Upon written request of a retiring employee, the District will, within thirty (30) days of the effective date of an employee's retirement, contribute to a 403(b) custodial account approved by the District an amount equal to the amount of unused sick leave that the employee has accumulated as of the date of his/her retirement. The payment of such contribution to a 403(b) custodial account by the District will constitute full performance and complete discharge of the District's obligation to the employee with respect to the payment of unused sick leave; and further that 403(b) custodial account payments shall be made directly to the employee by the insurance company or agent or custodian approved by the District.

If the total amount of money to be contributed to the 403(b) custodial account would cause the employee to exceed the limit for total 403(b) contributions for the employer and employee for that year under the applicable limitations of the internal revenue code, the District will instead make two (2) custodial account contributions. The first purchase will be within thirty (30) days of the effective date of an employee's retirement and will be in the amount of the maximum permitted amount for that year. The second purchase will be in the amount of the remainder of the total and will be made in January of the next year.

ARTICLE XXXIX
REGIONALIZATION/TUITION AGREEMENTS

39.1 The parties recognize and agree that the COMMITTEE may, during the term of the within CBA, elect to enter into regionalization or tuition agreements with other municipal entities in order to enhance the cost efficiency of its mission and that any such election by the COMMITTEE will necessitate structural changes within the schools. COMMITTEE and ASSOCIATION agree that, if necessary, COMMITTEE may make such structural changes as are reasonable and necessary to effectuate said election subject to thereafter bargaining with the Association as to the impact of such changes on members of the bargaining unit.

SIGNATURES

In witness whereof, the parties of the Agreement have caused these presents to be executed by their agents hereto duly authorized and their seals affixed hereto this 17 day of June, 2019.

Effective Date: August 16, 2019

Swansea Educators Association

David D. Farrell
President

Frank R. Murphy

Swansea School Committee

W.C. [Signature]
Chair

James [Signature]
[Signature]
[Signature]
Albertina Bell

