

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the Taunton School Committee (hereinafter the "Committee") and the Taunton Administrators Association (hereinafter the "TAA").

WHEREAS, the Committee and the TAA are parties to an existing Collective Bargaining Agreement (the "CBA") effective July 1, 2018 and terminating June 30, 2021; and,

WHEREAS, the Committee and the TAA desire to enter into a successor collective bargaining agreement to cover the one-year period of July 1, 2021 through June 30, 2022 (hereinafter the "Successor Agreement"); and,

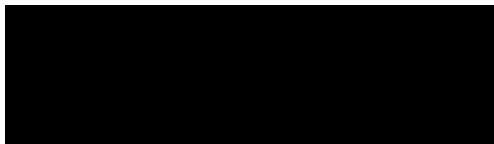
WHEREAS, the parties have met, negotiated, and agreed to the terms and conditions of the Successor Agreement, and desire to memorialize their agreement as set forth herein;

NOW, THEREFORE, the Committee and the TAA, acting by and through their duly elected officers, hereby mutually agree to the following terms and conditions:

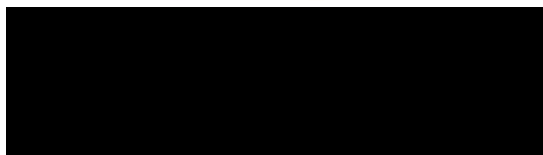
1. The Successor Agreement shall have a one year duration, covering the period of July 1, 2021 through June 30, 2022.
2. The Salary Schedule in Appendix A to the CBA shall be amended for the Successor Agreement as follows:
 - a. Effective July 1, 2021, there shall be a 2% increase in all amounts in the salary schedule, and movement on step.
 - b. Each member shall receive an additional 1% increase in salary upon reaching the member's midyear point of the contract year, based on the number of days the member works pursuant to Article IV, Section C of the CBA. Members who work 194 days during the contract year shall receive said increase on January 25, 2022 (their 97th school day) and members who work 204 days during the contract year shall receive said increase on January 25, 2022 (their 102nd school day). In the event of a snow day or any other school cancellation prior to January 25, 2022, the date of the additional 1% increase shall be adjusted so that the members who work 194 days receive said increase on their 97th school day, and the members who work 204 days receive said increase on their 102nd school day.
3. All of the other terms and conditions of the previous Collective Bargaining Agreement shall be extended under the Successor Agreement without modification through June 30, 2022.

Signed and agreed to this 14th day of July, 2021, to be effective July 1, 2021.

Taunton School Committee:



Taunton Administrators Association:



TAA Salary Chart
2021-2022

FY22 Salary Chart - 2%						
2021-2022	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
Step						
1	\$100,949	\$102,464	\$104,001	\$105,562	\$107,145	\$108,752
2	\$102,970	\$104,513	\$106,082	\$107,673	\$109,288	\$110,925
3	\$105,029	\$106,603	\$108,204	\$109,825	\$111,473	\$113,146
4	\$107,130	\$108,736	\$110,367	\$112,022	\$113,703	\$115,409
5	\$109,271	\$110,911	\$112,574	\$114,263	\$115,976	\$117,715
6	\$111,457	\$113,128	\$114,827	\$116,547	\$118,297	\$120,070
7	\$113,686	\$115,391	\$117,123	\$118,879	\$120,662	\$122,471
8	\$115,960	\$117,700	\$119,464	\$121,258	\$123,074	\$124,921
9	\$118,279	\$120,054	\$121,853	\$123,682	\$125,537	\$127,418
10	\$120,644	\$122,454	\$124,290	\$126,156	\$128,049	\$129,967
11	\$123,057	\$124,904	\$126,778	\$128,678	\$130,608	\$132,566
12	\$125,519	\$127,401	\$129,313	\$131,253	\$133,220	\$135,218



TAA Salary Chart
2021-2022

FY22 Salary Chart - 1% 93rd Day						
2021- 2022 - 93rd	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
Step						
1	\$101,958	\$103,489	\$105,041	\$106,618	\$108,216	\$109,840
2	\$104,000	\$105,558	\$107,143	\$108,750	\$110,381	\$112,034
3	\$106,079	\$107,669	\$109,286	\$110,923	\$112,588	\$114,277
4	\$108,201	\$109,823	\$111,471	\$113,142	\$114,840	\$116,563
5	\$110,364	\$112,020	\$113,700	\$115,406	\$117,136	\$118,892
6	\$112,572	\$114,259	\$115,975	\$117,712	\$119,480	\$121,271
7	\$114,823	\$116,545	\$118,294	\$120,068	\$121,869	\$123,696
8	\$117,120	\$118,877	\$120,659	\$122,471	\$124,305	\$126,170
9	\$119,462	\$121,255	\$123,072	\$124,919	\$126,792	\$128,692
10	\$121,850	\$123,679	\$125,533	\$127,418	\$129,329	\$131,267
11	\$124,288	\$126,153	\$128,046	\$129,965	\$131,914	\$133,892
12	\$126,774	\$128,675	\$130,606	\$132,566	\$134,552	\$136,570



TAA Salary Chart
2021-2022

FY22 Salary Chart - Annualized Salary						
2021-2022	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
Step						
1	\$101,454	\$102,977	\$104,521	\$106,090	\$107,681	\$109,296
2	\$103,485	\$105,036	\$106,613	\$108,212	\$109,835	\$111,480
3	\$105,554	\$107,136	\$108,745	\$110,374	\$112,031	\$113,712
4	\$107,666	\$109,280	\$110,919	\$112,582	\$114,272	\$115,986
5	\$109,818	\$111,466	\$113,137	\$114,835	\$116,556	\$118,304
6	\$112,015	\$113,694	\$115,401	\$117,130	\$118,889	\$120,671
7	\$114,255	\$115,968	\$117,709	\$119,474	\$121,266	\$123,084
8	\$116,540	\$118,289	\$120,062	\$121,865	\$123,690	\$125,546
9	\$118,871	\$120,655	\$122,463	\$124,301	\$126,165	\$128,055
10	\$121,247	\$123,067	\$124,912	\$126,787	\$128,689	\$130,617
11	\$123,673	\$125,529	\$127,412	\$129,322	\$131,261	\$133,229
12	\$126,147	\$128,038	\$129,960	\$131,910	\$133,886	\$135,894



CONTRACTUAL AGREEMENT

BETWEEN THE

TAUNTON SCHOOL COMMITTEE

AND THE

TAUNTON ADMINISTRATORS ASSOCIATION

**Effective
July 1, 2018
Through and Including
June 30, 2021**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
AGREEMENT		1
PREAMBLE		1
ARTICLE I	RECOGNITION	1
ARTICLE II	JOB DESCRIPTIONS-VACANCIES-TRANSFERS	1
ARTICLE III	CLERICAL ASSISTANCE	4
ARTICLE IV	WORK SCHEDULE	4
ARTICLE V	SICK LEAVE	6
ARTICLE VI	SUMMER SCHOOL-EVENING SCHOOL- FEDERALLY SUPPORTED PROGRAMS	11
ARTICLE VII	NEGOTIATING PROCEDURE	12
ARTICLE VIII	GRIEVANCE PROCEDURE	13
ARTICLE IX	TEMPORARY LEAVES OF ABSENCE	16
ARTICLE X	SABBATICAL LEAVE	18
ARTICLE XI	EXTENDED LEAVE OF ABSENCE	19
ARTICLE XII	MATERNITY LEAVE	20
ARTICLE XIII	PROFESSIONAL IMPROVEMENT	22
ARTICLE XIV	ADMINISTRATOR'S EVALUATION AND RECORDS	24
ARTICLE XV	PROTECTION	25
ARTICLE XVI	ACADEMIC FREEDOM	26
ARTICLE XVII	DUES DEDUCTION-AGENCY FEE- METHOD OF PAYMENT	26
ARTICLE XVIII	REDUCTION IN FORCE AND SENIORITY	30
ARTICLE XIX	SALARIES AND OTHER BENEFITS	34
ARTICLE XX	EARLY RETIREMENT	35
ARTICLE XXI	SCHOOL COMMITTEE AGENDA/MINUTES	36
ARTICLE XXII	DURATION	37
APPENDIX A	SALARY OF ADMINISTRATORS	38
APPENDIX B	PROFESSIONAL IMPROVEMENT MANUAL	41
APPENDIX C	DRUG FREE SCHOOLS POLICY STATEMENT	48

AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this 15th day of August, 2018, by the School Committee of the City of Taunton (hereinafter sometimes referred to as the "Committee") and the Taunton Administrators Association, an affiliate of the Taunton Education Association (hereinafter referred to as the "Association").

PREAMBLE

The Taunton School Committee and the Taunton Administrators Association recognize that the development of educational programs of the highest quality for the benefit of the students and the City is a shared responsibility. It is a recognized fact that such goals can be best attained when we work collaboratively to utilize the ability, experience, creativity and judgment of both parties.

It is hoped that the consultation begun through professional negotiations will continue through the school year, and that such dialogue will contribute to the betterment of public education for students in the City of Taunton.

ARTICLE I

RECOGNITION

The Taunton School Committee recognizes the Taunton Administrators Association as the exclusive representative of a unit whose combined membership consists of the administrative classifications either part-time or full-time of the following: Assistant Headmasters, Assistant Middle School Principals, Curriculum Supervisors, Special Education Coordinators, PreK-7 Humanities Curriculum Coordinator, PreK-7 Math Curriculum Coordinator, PreK-7 Science Curriculum Coordinator, Athletic Director, Wellness Coordinator PreK-12, Part-Time Elementary Assistant Principals, Full-Time Elementary Assistant Principals, Director of English Language Learners, Director of Library/Media, Director of J.R.O.T.C., School Psychologists.

but excluding

all members of the Taunton Education Association and all managerial employees including all building principals, the Director of Special Education, and other employees of the Taunton School System.

ARTICLE II

JOB DESCRIPTIONS - VACANCIES - TRANSFERS

- A. The Committee agrees to publish job descriptions for all positions covered by the terms of the Agreement, which job description shall include qualifications, length of contract, salary scale, line and staff responsibilities, and the duties of each position as determined

by the Committee. The Association agrees to accept the job descriptions for their positions.

- B.
 - 1. All new positions will have a tentative job description developed and made available to the Association at the time of posting. The Superintendent's Office will accept input on the proposed job description prior to reaching a final decision.
 - 2. Any person hired as an administrator in the Taunton Public School System must be properly certified as required by the Department of Elementary and Secondary Education. Failure to hold the proper licensure will only enable the person to be hired on a temporary basis as set forth in Article II(H). Any position filled on a temporary basis shall be posted at the end of the school year and all efforts will be made to fill the position with a properly certified person.
- C. The Association agrees that it is the prerogative of the Committee to make such changes in job descriptions covered by this Agreement as they shall, from time to time, determine as being in the best interests of the Taunton School System. In the event that during the term of this Agreement, or any extension thereof, the Committee makes a change in the job description of any position covered by this Agreement which substantially increases the duties and responsibilities of the position, then the parties shall meet to bargain any possible changes in compensation.
- D.
 - 1. Whenever a vacancy occurs in a position covered by this Unit, the Superintendent shall post a notice at least ten (10) days before filling such vacancy. Said notice will be posted on the website of the Taunton Public Schools. In addition, a copy of vacancies will be sent to the President of the Association for vacancies occurring in July and August.
 - 2. Vacancies shall be filled no later than ninety (90) calendar days following the posting of such vacancy. If additional time is needed, the Administration may contact the Association for a waiver. However, nothing contained herein shall be deemed to limit the discretion of the Superintendent to fill or not to fill a position should that be in the best interests of the School Department of the City of Taunton.
 - 3. Such notices shall include the job title, the qualifications for the position, the salary, description of duties and responsibilities, including line and staff responsibilities, and the closing date for applications. Once announced, no such aspect of any position shall be changed unless the Superintendent provides written notice to the Association and reasons for any such change.
- E. In the event of an unusual situation, the Superintendent may fill a vacancy in the bargaining unit temporarily. No position shall be filled on a temporary basis longer than the balance of the administrator's work year in which the vacancy occurred. The person

holding the temporary assignment will not receive automatic preference for the permanent appointment merely because of the temporary assignment.

- F. An involuntary transfer will only be made after a meeting between the employee involved and the Superintendent, at which time the employee will be notified in writing of the reason(s) for the transfer. Said meeting will be held no later than thirty (30) calendar days prior to the effective date of the transfer, except in case of an emergency.
- G. In the case of involuntary transfer caused by a reduction in force only, qualified employees in the bargaining unit shall be canvassed in order to identify a possible volunteer before any directed involuntary transfer is made.
- H. The wages, hours, and terms and conditions of employment of persons filling Administrative Bargaining Unit positions on a temporary basis shall be as follows:
 - 1. The temporary filling of a position for the purpose of this Agreement shall be defined as any situation wherein a person temporarily serves in a position in the Administrative Bargaining Unit, as defined in Article I of the Collective Bargaining Agreement. The terms of this Agreement shall take effect on the fifth (5th) day of temporary service in a bargaining unit position. Temporary service shall not extend beyond the end of the administrator's work year in which the vacancy occurred.
 - 2. Any member of the Administrative Bargaining Unit who fills a temporary position shall suffer no loss of any benefit. Such persons shall be treated as though he/she never left his/her permanent position, except that for the period of temporary service, the salary shall be as provided by the Collective Bargaining Agreement for the position being temporarily filled.
 - 3. Any person from outside the Administrative Bargaining Unit who fills a temporary position shall be afforded all benefits of the Collective Bargaining Agreement, effective on the fifth (5th) day of such employment.
 - 4. Any person filling a temporary position in the bargaining unit shall be paid at Step 1 of the position or thirty-five dollars (\$35.00) per day in addition to their regular salary whichever provides the employee filling the temporary position with the greater amount of salary. Assistant Principals shall be paid forty dollars (\$40.00) per day.
- I. Temporary service in the Administrative Bargaining Unit, as provided herein, shall not constitute a break in continuous service for any provision within the Collective Bargaining Agreement between the Taunton School Committee and the Taunton Administrators Association. Such professional employee shall return to the same position he/she held immediately prior to the temporary position, provided that such position has not been eliminated, in which case the assignment shall be to as comparable

a position as possible. All benefits to which a professional employee was entitled shall be restored as though he/she never served such temporary service, but had remained in the permanent position.

ARTICLE III

CLERICAL ASSISTANCE

- A. The Committee agrees that adequate clerical services should be made available to administrators in order to efficiently satisfy the responsibilities of their positions and agrees to the development of a program to meet these needs.
- B. The Committee agrees to the following clerical positions listed herein:

Art	10 hours
Career Tech Ed	35 hours
Language Arts (8-12)	20 hours
Mathematics (8-12)	20 hours
Social Studies (8-12)	20 hours
Foreign Language and Music	20 hours
Athletic Director and Wellness	
Coordinator PreK-12	35 hours (shared)
Full Time Copy Clerk	25 hours*

*The parties acknowledge that the Full Time Copy Clerk position is a District position, the purpose of which is to provide services to the entire District, not just the curriculum areas listed herein.

ARTICLE IV

WORK SCHEDULE

- A. 1. Administrators whose duties are supervisory shall work at their assigned duties each day for whatever time may be necessary beyond the scope of the regular school day. Within the existing four (4) "block" per day schedule, curriculum supervisors of the following subject areas shall teach one block per day and have curriculum/supervisory responsibility for grades 8 through 12: English, Mathematics, Science, Social Studies, and Career Technical Education. Curriculum supervisors of the following subject areas shall teach two (2) blocks per day and have curriculum/supervisory responsibility for grades K through 12: Visual Arts, Performing Arts, Wellness and Foreign Language. These curriculum supervisors on a semester by semester basis, may reduce their teaching load to one block per day with prior approval of the Superintendent of

Schools, whose decision shall be final.

- B. The additional days included in this Agreement will be full workdays as determined by the Superintendent of Schools.
- C. In order to establish clearly the language related to the work year of administrators, the following terms are agreed to by the Committee and the Association:
 - 1. Regular School Year Plus 10 Days (194 Days): The regular school year plus ten (10) additional days shall consist of ten (10) workdays in excess of the regular school year. Such ten (10) workdays shall be the five (5) days immediately before the beginning of the regular school year and the five (5) days immediately after the regular school year, unless the Superintendent of Schools gives written authorization to work some or all of said ten (10) days at a time or times other than the five (5) days after or the five (5) days before the regular school year. All unit members except for the Athletic Director and School Psychologists will have this work year.
 - 2. Regular School Year Plus 20 Days (204 Days): - 11 Month Contract: The eleven month contract shall consist of twenty (20) workdays in excess of the regular school year. Such twenty (20) workdays shall be the ten (10) workdays immediately after the close of the regular school year and the ten (10) workdays immediately before the beginning of the regular school year, unless the Superintendent of Schools gives written authorization to work some or all of said twenty (20) days at a time or times other than the ten (10) days after or the ten (10) days before the regular school year. This work year shall apply to the Athletic Director and School Psychologists.
- D.
 - 1. Any Association member who, upon request from the Superintendent of Schools, agrees and performs the functions of his position as defined in his/her job description beyond the work year regularly contracted for such a position, shall be compensated for each such day of extended service at a rate equal to the per diem amount paid to that position during the regularly contracted period.
 - 2. The Committee and the Association agree that workshops held beyond the regular workday/work year shall be compensated as follows:
 - a. As a general rule, workshops would be covered by the present Contract language of Article IV, Section D, (paragraph 1)
 - b. Whenever a workshop is beyond the normal routine work of the administrator, Section D, paragraph 1 shall be amended to the extent provided herein:

1. Whenever such workshop is planned for a regular workday, after regular hours and to extend beyond a normal workday, and the teachers are receiving compensation for their participation, then any Administrator participating in the workshop shall receive compensation at the rate of 1.30 of the compensation paid to teachers.
 2. Compensation for such workshops planned on week days during school vacation periods shall also be in accordance with paragraph (A) above.
 2. Such workshops scheduled for any weekend day shall be governed by the provisions of Article IV, Section D (paragraph 1).
 3. Whenever teachers participating in such workshops are paid the per diem teacher salary rate, Administrators who participate in such workshops shall also be paid the per diem Administrative salary rate.
 4. Nothing herein shall be deemed to alter or otherwise change the provisions of Article IV, Section D (paragraph 1), and/or the existing past practices established thereto.
- E. Except in emergency situations, no mandatory meetings or make-up sessions will be held on the last day of any given school week.

ARTICLE V

SICK LEAVE

- A. All administrators in the Taunton School System shall be allowed full salary for absences due to personal illness, disease, or injury, whether or not received in the line of duty during the scholastic year, for a period not to exceed, in the aggregate, fourteen (14) school days in each year, during which the administrator is in active service, and such leave shall accumulate with no limit. In addition to the foregoing, members of the Association who work a 194 day schedule shall receive an additional half a sick leave day for a total of 14.5 days and all who work a 204 day schedule shall receive one additional sick leave day for a total of fifteen (15) days.
- B. 1. When the scheduled total leave of an administrator has been fully used in prolonged absence resulting from injury, disease or illness at the written request of the Administrator, the School Committee may, at its discretion, provide additional leave for such administrator during the remainder of the school year for such periods as deemed reasonable and in the best interests of the school system.

2. All absences for Workmen's Compensation injuries or claims shall be processed in accordance with the applicable sections of the Massachusetts General Laws, Chapter 152.
3. In all such cases of extended leave, the Superintendent or his/her designee shall request a statement from the attending physician certifying as to the nature of the injury, disease, or illness, and the inability of the administrator to resume administrative duties.
4. Administrators shall be required to furnish a doctor's certificate from an attending physician for each sickness which extends beyond five (5) consecutive days. The Superintendent reserves the right to have an independent physician examine, at City expense, any employees claiming sick leave who, in their opinion, may not be entitled to same, and/or who may not be incapacitated to perform some official duties. The decision of the Superintendent shall be final in all such cases.
5. Administrators will be allowed, subject to the approval of the Superintendent or his designee, to use up to fourteen (14) days per year, for cases of serious illness of a spouse or child.
6. Upon retirement of an administrator from the Taunton School System, or upon the death of an administrator, he/she or his/her estate, as the case may be, shall be entitled to a lump sum payment of forty-two percent (42%) of the accumulated sick leave to which the administrator was entitled upon the date of retirement or death. The dollar value equivalent to a day of accumulated sick leave shall be determined as of the date of death or retirement in the Massachusetts Teachers Retirement Program. At any time prior to ten (10) days before the effective date of an employee's leaving the City employment, the employee may elect to receive an annuity in lieu of a lump sum payment for unused sick pay allowance by delivering through the employee's department a notice directing the City to use the entire lump-sum payment to purchase a single premium annuity for his/her benefit from the Insurance Company or Agent approved by the City; provided however that payment of such premium by the City shall constitute full performance and complete discharge of the City's obligation to the employee with respect to the payment of unused sick-pay allowances; and further that said annuity payments shall be made directly to the employee by the Insurance Company or agent so approved by the city; and further said that said annuity purchase is on behalf of the employee and at his/her discretion, and so is not subject to the bidding requirements of MGL Chapter 30B.

Severance Benefit upon Retirement or Death

Upon Death:

Upon the death of an employee, his/her designated beneficiary (or if none, his or her surviving spouse, or if none, his or her estate) shall be entitled to a lump sum payment of forty-two percent (42%) of the accumulated sick leave/personal leave to which the employee was entitled upon the date of death.

Upon Retirement:

Within thirty (30) days of the effective date of an employee's retirement, the City will purchase pre-tax a single premium 403(b) annuity contract from the Insurance Company or Agent, or will contribute to a 403(b) custodial account, approved by the City in an amount equal to the amount of the unused sick leave/personal leave that the employee has accumulated up to a maximum of forty-two percent (42%) of the employee's accumulated sick leave/personal leave using a per diem rate of 184 days worked rather than the actual number of days worked. The payment of such premium or such contribution by the City shall constitute full performance and complete discharge of the City's obligation to the employee with respect to the payment of unused sick leave/personal leave allowances; and further that 403(b) annuity contract payments or 403(b) custodial account payments shall be made directly to the employee by the Insurance Company or Agent or custodian so approved by the City; and further that said 403(b) annuity contract purchase or 403(b) custodial account contribution is on behalf of the employee and so is not subject to the bidding requirements of MGL c.30B.

If the total amount of money to be contributed to the 403(b) annuity contract or 403(b) custodial account would cause the employee to exceed the limit for total 403(b) contributions for the employer and the employee for that year under the applicable limitations of the Internal Revenue Code, the City will instead purchase two (2) single premium annuities or 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.

Current employees hired prior to July 1, 2012 have the option to participate in the 403(b) matching program as specified per Article XIX.

Sick Leave for First Year Employees

In the case of first year employees in the Taunton School System, sick leave shall accrue at the rate of 1.40 days per month during the school year. Said employees may use that school year's sick leave prior to its accrual up to fourteen (14) days. In the event an employee borrows leave in advance, as provided in this Section, and terminates employment with the Taunton School System prior to actually earning such leave, the employee agrees that an amount equal to the

amount of used but unearned sick leave days multiplied by 1/184 of his/her annual basic salary will be deducted from his/her final paycheck.

C. **Sick Leave Bank**

1. A Sick Leave Bank will be maintained for use by qualified members of both the Taunton Education Association and Administrators Association whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.
2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) School Committee members and two (2) members designated by the Association (teachers will have representation on the Sick Bank Committee when teachers are appealing to the Bank for days). In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie, whose decision shall be final.
3. Qualified members of the Sick Leave Bank shall be limited to full-time personnel covered by this Agreement who have accumulated at least twenty-one (21) sick days upon initial entry into the Bank.

Members of the Association cannot contribute to the Sick Leave Bank or receive benefits thereunder until they have accumulated the required twenty-one (21) sick days set forth in this Section.

4. Each qualified member shall have his/her sick leave accumulation reduced by one (1) day for the term of this Agreement (except as provided in Section 12 of this Article) and those days shall be deposited in the Bank to be utilized by other bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness or injury.
5. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.
6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded ten (10) consecutive school days.
7. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days.

8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
9. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

In administering the Bank and determining the amount of leave, the following criteria shall be considered by the Committee:

- a. Medical evidence of serious extended illness;
- b. Prior utilization of eligible sick leave;
- c. Other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee, itself.

10. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the Collective Bargaining Agreement on the same basis as other administrators. The accumulation requirements for re-entry into the Bank may be waived by the Sick Leave Bank Committee for such administrators in the year of their return.
11. The unused days in the Sick Leave Bank shall be carried over from the current contract to a successor contract.
12. In the event the Sick Leave Bank goes under fifty (50) days during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day for deposit in the Bank.
13. For its part, the Taunton Administrators Association agrees that effective July 1, 1999, Principals in the Taunton Public Schools shall be eligible for membership in the Sick Leave Bank subject to the specific provisions provided herein above.

D. Worker's Compensation

1. Whenever an employee is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability, due to the accident, to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which sick leave is paid. In the absence of such election, such employee shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payment he/she may receive for temporary disability due to injury.

In the event the employee elects to combine Workers' Compensation payments with sick leave, the employee will lose that percentage of what the Committee pays in sick days. For example: Workers' Compensation pays two-thirds, the Committee pays one-third, and the employee loses one-third of a sick day.

2. Notwithstanding Section D1 above, when a professional employee is injured as a result of an assault in the performance of his/her duties, and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary for the first five (5) days of absence, and the professional employee shall not suffer loss of any sick days for this period of time. In addition, when a professional employee is injured as a result of an assault in the performance of his/her duties, and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary, less the amount of Workmen's Compensation payments, for the entire period of such absence. Such absence will not be charged to annual or accumulated sick leave and no portion of the full salary payment will be charged to the professional employee's sick leave.
3. In all such cases of extended leave, the School Committee shall request a statement from the attending physician certifying as to the nature of the injury, disease, or illness, and the inability of the employee to resume duties.

ARTICLE VI

SUMMER SCHOOL, EVENING SCHOOL, FEDERALLY SUPPORTED PROGRAMS

- A. Subject to the requirements and regulations pertaining to each individual program, the Committee agrees that no Association personnel as a consequence of an extended work

year, shall be prohibited from applying for a position in summer school, evening school or federally supported programs.

- B. All openings for summer school and evening school positions, as well as positions within Federal Programs, will be adequately publicized by the Superintendent (or his/her designee) in each school building by means of an appropriate notice, which would indicate the types of positions available and the conditions of employment, to include salary, hours, and working conditions whenever feasible.
- C. Under normal circumstances, all such positions will be publicized not later than ten (10) days following the approval of the funding agency, and administrators will be notified of the action taken not later than sixty (60) days from the date of posting.
- D. Applicants shall be informed of the manner in which decisions as to selection will be promulgated once the personnel for the program have been chosen.
- E. Subject to requirements and regulations pertaining to each individual program, the Superintendent agrees that they will be filled first by regularly appointed personnel in the Taunton School System, which, in the case of summer programs, shall include personnel to be hired for the next school year. In filling such positions, consideration shall be given to the individual's area of competence, major and/or minor field of study, quality of performance, attendance record and length in the Taunton School System.

ARTICLE VII

NEGOTIATING PROCEDURE

- A.
 - 1. Not later than ninety (90) days prior to the expiration date of this Agreement, the Taunton School Committee and the Taunton Administrators Association agree to enter into negotiation over a successor agreement in a good faith effort to reach agreement on all matters concerning wages, hours, and other conditions of employment for all professional employees covered by Chapter 150E of the General Laws of Massachusetts. Under normal circumstances, such negotiations shall not begin before the January 31, next prior to the expiration date of this Agreement. Any agreement so negotiated will apply to all members of this Unit and will be reduced to writing and signed by the Taunton School Committee and the Taunton Administrators Association.
 - 2. Either party may, if it so desires, utilize the services of outside consultants and may call upon representatives to assist in negotiation or serve as the designated negotiator.

3. If these negotiations reach an impasse as defined in Chapter 150E of the General Laws of the Commonwealth of Massachusetts, then the procedure described in that Chapter will be followed.
- B.
1. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn by mutual agreement in consideration of the making of this Agreement; and that this Agreement constitutes an acceptable agreement as to all matters upon which the parties have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect.
 2. Nothing in this Article shall be construed to extend the coverage of this Agreement to areas not covered by express terms thereof.
- C.
1. The School Committee agrees not to discriminate against any member of the Bargaining Unit on the basis of race, color, creed, national origin, sex, sexual orientation or marital status.
 2. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as a complaint by an employee covered by this Agreement that he or she has been subject to a violation, inequitable application, or misinterpretation of a specific provision (or provisions) of this Agreement.
2. The "grievant" may be either an individual employee or a group or class of employees.
3. A "party of interest" is the person or persons making the claim, the Association, and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean workdays except during summer recess when days shall mean when the Central Administration Office is open. This definition refers only to Article VIII.

B. Purpose

The purpose of this procedure set forth hereinafter 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 employees covered by this Contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a person or persons, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One

The grievant will first meet with his/her principal or immediate supervisor, either directly or through the Association's Building Representative, to discuss the grievance with the objective of resolving the matter. If a written grievance is not initiated within twenty (20) days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four. The principal or immediate supervisor shall hold a Level One meeting with the grievant within ten (10) days of receiving the grievance and shall render a written decision within five (5) days of said meeting.

Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may forward the grievance to the Superintendent of Schools within ten (10) days of the answer from the Principal. The Superintendent or his/her designee shall meet with the grievant to discuss the grievance within ten (10) days of receipt of a written grievance and shall render a written decision within ten (10) days of such meeting.

Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may forward the grievance to the School Committee within ten (10) days of receipt of the Level Two decision. Within ten (10) days after receiving the written grievance, the School Committee will meet with the grievant for the purpose of resolving the grievance at the beginning of the next regularly scheduled School Committee meeting, provided the grievance has been received at this level at least five (5) days prior to the meeting. Any grievance not received at least five (5) days prior to the meeting will be scheduled for the beginning of the following School Committee meeting. The School Committee shall render a written decision within ten (10) days of meeting with the grievant.

Notwithstanding the paragraph immediately above, suspension and dismissal grievances will not be heard at Level III. Such grievances shall proceed directly from Level II to Level IV below, except that the notice of submission to arbitration to the Committee shall be within twenty-five days of the receipt of the Level II response.

Should the State Legislature change this existing law (Power of Superintendent for Employee Discipline and Hiring/Firing) to the School Committee, Level II Discipline Grievance will be returned to the authority of the School Committee.

Level Four

- A. If the grievance has not been resolved at Level III to the satisfaction of the Association, the Association may submit the grievance to binding arbitration by sending written notice of submission to arbitration to the School Committee within fifteen (15) days of the receipt of the Level III response.
- B. Within ten (10) days after such written notice of submission to arbitration, the School Committee and the Association will agree upon a mutually acceptable arbitrator. Said arbitrator will be bound by the voluntary rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with their rules.
- C. The arbitrator's decision will be final, binding, and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
- D. The cost for the services of the arbitrator, including per diem expenses if any, and actual necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

E. Nothing in this Article shall be construed to extend coverage of this Agreement to areas not covered by express terms thereof.

F. **General Provisions**

1. No reprisals of any kind will be taken by the School Committee, by any member of the Administration, or by the Association against any party in interest, any school representative, any administrator, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person may be represented at all stages of the grievance procedure by a person who is of his own choosing except that he may not be represented by a representative or an officer of any teacher organization other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure and there shall be no settlement inconsistent with the terms of this Agreement.
3. Decisions rendered at Levels I, II, and III of the Grievance Procedure will be in writing, will set forth the Administration and/or School Committee's position on the issues submitted, and will be transmitted promptly to the grievant.
4. A grievance which shall affect a group or class of employees may be initiated at Level II within thirty (30) days after the grievants knew or should have known of the act or condition on which the grievance is based.
5. Failure of the School Committee or its representative to answer an appeal within the time limits specified shall mean that the appeal may be taken to the next level. The above time limitations may be waived by mutual agreement of the parties in writing.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Administrators shall be entitled to the following temporary leaves of absence with pay each school year. This also applies to anyone else covered by this Agreement.

1. Three (3) days of personal leave. Application for such leave shall be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies) and the applicant shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Personal days may be

accumulated up to six (6) days; however, two (2) consecutive days may not be taken without the approval of the Superintendent whose decision shall be final. Additional days may be granted at the discretion of the Superintendent (or his/her designee). Without written prior approval of the Superintendent, a personal day may not be taken either the day before or the day after a scheduled vacation period. The Superintendent may request reasons for such personal days and his/her decision shall be final.

2. At the discretion of the Superintendent up to a total of three (3) days' leave may be granted to attend educational conferences or workshops. No more than three (3) members of the bargaining unit will be absent at any one time under the provisions of this Section.
3. Employees shall be entitled to a total of five (5) days leave in the event of death in the administrator's immediate family or other person living in the administrator's household. Immediate family should be defined as the spouse, son, daughter, child, mother, father, parent, stepchildren, mother-in-law, father-in-law, brother, sister, son or daughter-in-law, grandfather, grandmother, grandparent, grandchildren, step-parent or step sibling. These days will be consecutive calendar days starting the day after the person's death. Legal holidays and weekend days will not be counted against the bereavement leave. The Superintendent will authorize additional bereavement leave days when necessitated by the existing circumstances.

There will be three (3) days' leave in the event of death of the administrator's brother-in-law, sister-in-law, son or daughter in-law, niece, or nephew and one (1) days' leave in the event of death of the teacher's aunt, uncle, or cousin.

The Superintendent will authorize additional bereavement leave days when necessitated by the existing circumstances. This may also include time necessary to attend the funeral of a close friend or relative not mentioned above..

- B. Three (3) days of leave for religious holidays.
- C.
 1. The time necessary for appearances in any legal proceeding connected with the Administrator's Employer or with the School System or in cases where an administrator is subpoenaed by the Court for any reason.
 2. Leaves taken pursuant to this Article will be in addition to any sick leave to which the administrator is entitled.
 3. The Committee will pay the administrator the difference between the administrator's regular daily rate of compensation and the compensation received for jury duty.

D. **Fifth Disease**

Any employee who obtains a medical authorization which indicates that she should not work due to the presence of "Fifth Disease" shall be allowed, at her discretion, a leave from work under one of the following options:

1. Leave shall be charged against accumulated sick leave;
2. Leave shall be taken without pay.

In all cases, the school system administration recommends that teachers follow the advice of their physician. In no way will an individual's absence from work due to "Fifth Disease" be a deterrent to continued employment in the Taunton School System.

NOTE: This policy would refer to at-risk employees (pregnant women) or other high risk groups as designated by the Massachusetts Department of Public Health with respect to "Fifth Disease."

ARTICLE X

SABBATICAL LEAVE

Desiring to reward professional performance and encourage independent research and achievement, the Committee initiates this policy of sabbatical leaves for members of the unit to be granted upon recommendation by the Superintendent (or his/her designee) for approved scholarly programs carried on in, or under the direction of, an academic institution, subject to the following conditions.

1. No more than three (3) percent of the total professional staff be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent (or his/her designee) in writing in such form as may be required by the Superintendent (or his/her designee) no later than April 1st of the year preceding the school year in which the sabbatical leave is requested.
3. The member of the Association has completed at least seven (7) consecutive years in the Taunton School System.
4. Members of the Association on sabbatical will be paid at one-half (1/2) of their annual salary rate, provided that such pay, when added to any program grant, shall not exceed the unit member's full annual salary rate.

5. The unit member shall agree to return to employment in the Taunton School System for one (1) full year in the event of one-half (1/2) year's leave or two (2) full years in the event of a full year's leave.
6. Upon such return, the administrator shall be placed on the appropriate step in the salary schedule as though such administrator had not been on leave.
7. An administrator returning from leave under this Article shall have the right to return to the position to which he/she was assigned as of the commencement of the leave, unless the position has been eliminated or there has been a reduction-in-force, which makes such an assignment impossible. In this case, the assignment shall be to as comparable a position as possible. In no case will the administrator suffer a loss of salary. Upon return, all benefits which were accumulated on the date the leave began shall be restored.
8. The failure of an employee to complete the proposal as submitted and approved shall result in the recapture by the School Department of the appropriate percentage of the salary paid to the employee based upon the pro-rata schedule of the program not completed as approved. The foregoing shall not apply to circumstances where the sabbatical leave proposal is not completed because of employee illness or other circumstances beyond the employee's control.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. Military leave with no pay will be granted to a member of the unit who is inducted or enlists in any branch of the armed forces of the United States.

Upon return from such leave a member of the unit will be considered as if he or she were actively employed by the Committee during the leave and will be placed on the step of the salary scale he/she would have achieved had he/she not been absent.

Other leaves not mentioned herein may be granted at the discretion of the Superintendent.

A leave of absence with no pay of up to two (2) years will be granted to any administrator who joins the Peace Corps or serves as an exchange teacher overseas.

- B. The Superintendent shall grant all requests for one (1) year leaves of absence, without pay, for public service, career exploration, child care, or other personal reasons. Career leaves shall not be granted for teaching/administering in another elementary or secondary school system unless it is a sufficiently different teaching/administrative experience as determined by the Superintendent of Schools, whose decision shall be final.

- C. Any employee taking leave under this Article must notify the Superintendent, in writing, by April 15th, in the calendar year in which his/her leave expires, of his/her intention to return to the school system. Failure to comply with this requirement shall be considered a resignation.
- D. **Family Medical Leave**
1. The Collective Bargaining Agreement will prevail except in those instances where the FMLA provides greater benefits.
 2. A family and/or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve weeks of unpaid leave in any 12 month calendar period (including summer months).
 3. The Committee shall not require the use of paid leave.
 4. Employees will be responsible for forwarding their share of health and life insurance premiums (25%) to the City Treasurer's Office on a monthly basis in accordance with the City's premium payment schedule.
 5. "In Loco Parentis" relationships shall be established by a statement in the leave application that the applicant is responsible for the care of the person.
 6. FMLA leaves shall be available to all bargaining unit members who are currently eligible to participate in the City's Health Insurance Plans.
 7. The employer may request a second opinion at the employer's expense.
 8. Bargaining unit employees married to other bargaining unit employees shall each be entitled to full FMLA leave.
- E. Other leaves not mentioned herein may be granted at the discretion of the Superintendent.

ARTICLE XII

MATERNITY LEAVE

- A. A pregnant employee may elect either of the following maternity leaves, subject to the conditions of this Article:
1. **Short-term leave**
 - (a) Upon receipt of at least two (2) weeks written notice of his/her anticipated date of departure and intention to return, the Superintendent or his/her designee shall grant a leave of absence for up to eight (8) weeks. Said leave shall be without pay

except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article V of this Agreement, for the period of actual disability caused or contributed to by pregnancy, childbirth, and recovery therefrom.

(b) This leave may be extended by the employee due to medical complications resulting from the pregnancy.

2. **Extended leave** - In the event an employee desires a leave longer than the eight (8) weeks provided by statute, the following shall apply:

- (a) Said leave shall only be available to employees who have completed one (1) full year of satisfactory service in the Taunton Public Schools.
- (b) Under the normal conditions, the Superintendent shall be notified in writing at least thirty (30) days prior to the expected date of the beginning of said leave.
- (c) Said leave shall be without pay except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article V of this Agreement for the period of actual disability caused or contributed to by pregnancy, childbirth, and recovery therefrom.
- (d) Said leave should begin at a time corresponding with the beginning of the school year, the beginning of a semester, vacation period, or marking period, provided that, up to this time the employee can, in the opinion of her physician, perform her normal duties.
- (e) Said leave shall end at the close of the school year following the birth, the next close of the school year, or at the end of a semester, vacation period, or marking period. The return date must be elected at the time the notice of date of departure and intention to return is given. In addition, if the leave is to end at the close of the school year, the person must notify the Superintendent, in writing, by March 15 just prior to the close of the school year of her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation.

B. An employee who wishes to legally adopt a child and who has completed one (1) full year of satisfactory service in the Taunton Public Schools shall be eligible for the leave provided in Section A 2, above, subject to the provisions of that paragraph, except that said employee shall not be entitled to sick leave benefits. An employee with less than one (1) full year of satisfactory service who legally adopts a child may take an unpaid leave of up to eight (8) weeks.

C. In the event of miscarriage or death of the child prior to the termination of a leave of absence taken in accordance with this Article, the person may make written application for reinstatement prior to the previously established date. Such application will be

granted by the School Committee upon recommendation of the Superintendent of Schools in the case that an acceptable vacancy exists.

- D. An employee returning from a leave under this Article will be placed on the next step of the schedule if she had been actively employed by the Taunton School System for more than ninety-one (91) days in the year during which the leave commenced.
- E. An employee returning from leave under this Article shall have a right to return to the position as well as the school to which she was assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change that makes such an assignment impossible, in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on that date the leave began shall be restored minus any sick leave that may have been used while on leave.

ARTICLE XIII

PROFESSIONAL IMPROVEMENT

- A. Any administrator receiving credits which entitle him/her to any salary changes involving earned increments or degrees shall be compensated at the new salary rate commencing with the salary installment for the first full pay period following presentation as set forth below to the Superintendent of Schools by said administrator of an official paper transcript in a sealed envelope (electronic transcripts are not accepted) demonstrating courses completed.
- B. Said salary adjustment for degree columns shall be retroactive to the date of the presentation of the official sealed paper transcript provided, however, that all transcripts for each school year must be submitted by April 15th of the school year. Transcripts submitted after April 15th will be processed for salary adjustment for the following September. Effective July 1, 2018, the Ed.S degree shall be recognized for salary adjustments and included on the salary grid. Any salary adjustment for Ed.S degrees awarded prior to July 1, 2018 shall be made effective upon presentation of the official transcript and associated request form after July 1, 2018.
- C. The Superintendent (or his/her designee) shall make provisions for such in-service courses as deemed necessary during each school year, whenever feasible. The cost of such courses shall be assumed by the School Department in total.
- D. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent (or his/her designee). Wherever possible, receipts must be submitted for all costs to be reimbursed.

- E. Up to three hundred dollars (\$300) per member will be allotted for enrollment in professional organizations and/or attendance at related seminars or programs as approved by the Superintendent or his/her designee.
- F. The Committee will reimburse administrators for one-half of the tuition and fees which show a direct relationship to the individual's current assignment or courses in a degree program. The number of courses for which reimbursement is to be made under this section shall not exceed four (4) during each period beginning July 1 and ending the following June 30. Payment shall not exceed twelve hundred dollars (\$1200.00) during such time period. Payment shall be made as soon as possible upon receipt of proof of successful completion of such course(s).

The Committee shall reimburse employees one-half (1/2) of the tuition and fees required to attend a class up to nine hundred dollars (\$900) per fiscal year (July 1 - June 30). Said course must be approved prior to the first class session of the course by the Superintendent or Assistant Superintendent and must show a direct relationship to the individual's current assignment or courses in a degree program. Said courses shall be submitted for approval to the Superintendent prior to June 1st and prior to the first class session of the course. The maximum amount to be expended by the Committee for such tuition and fees reimbursement shall be twelve thousand dollars (\$12,000.00) during each fiscal year. However, this amount shall be increased, in any given year, to pay for reimbursement of all initial requests (first courses) for any member so as to ensure that all initial approved requests shall be reimbursed. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution, and submitting evidence of such satisfactory completion to the Superintendent within 45 days after completion of the course.

An employee may apply for reimbursement for a second course in any fiscal year and will receive one-half up to nine hundred (\$900) dollars for a second course pursuant to the procedures set forth above, provided that there are funds remaining in the \$12,000.00 allotment on June 30th after reimbursing all employees who have taken only one (1) course. Should the total number of second requests exceed the \$12,000.00 allotment, the remaining moneys shall be divided equally for reimbursement based upon the total number of second requests received. After all first and second requests have been processed, and provided that there is still money remaining in the \$12,000.00 allotment, employees can receive one-half (1/2) of up to nine hundred (\$900) dollars for a third and subsequent courses pursuant to the procedures set forth above, and provided that if any round of requests exceed the \$12,000.00 allotment, that round of requests shall be collected and divided equally for reimbursement based upon the total number of requests received for that round that exceeds the \$12,000.00 allotment. No additional rounds of requests shall be granted once the \$12,000.00 allotment is exceeded.

- G. Lateral movement beyond the Master's track requires graduate credit.

H. **Mentoring Program**

Supervisors will assign mentors to new employees needing mentorship in order to maximize each employee's professional growth. Whenever feasible, supervisors will consider job assignment, building assignment, grade level, and experience when matching mentors with new employees.

Mentors may be required to participate in district-delivered or district-identified training in order to prepare them for their responsibilities. Any training that takes place outside of the school day will be compensated at the workshop presentation rate identified in Article IV(D)(2)(b)(1).

Mentors who work throughout the school year with their mentees, and who carry out all responsibilities associated with the role, will be awarded 30 PDPs and a stipend of \$900. In the case of employees who start mid-year, mentors may be assigned pro-rated stipends and PDPs. With prior approval of the prospective mentors and the assigning supervisor, mentorships may be shared between the two individuals.

ARTICLE XIV

ADMINISTRATOR'S EVALUATION AND RECORDS

- A. Administrators will be given a copy of all written evaluation reports prepared by their supervisors pursuant to the current "Goal Setting Evaluation Process" set forth in the "Taunton Administrators Professional Improvement Manual" and will have the right to discuss such reports with their supervisors. There will be at least one such evaluation report each year; additionally, there will also be a written mid-year progress summary evaluation report.
- B. Administrators will have the right, upon request, to review the contents of their file in the presence of the Superintendent or his/her designee, and to make copies of such contents and records as concern their work or themselves. Upon request of the administrator, an Association representative shall be permitted to be present at such review.
- C. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had an 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 administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- D. Any serious complaints regarding an administrator made to any member of the Central Office Administration by any parent, student, or other person will be promptly called to

the attention of the administrator by the managerial employee involved. The administrator will be advised of the nature of the complaint and the name of the party making the complaint.

- E. No administrator will be disciplined, reprimanded, reduced in rank or compensation, or terminated without just cause. This shall not affect the rights of the School Committee with regard to any bona fide administrative reorganization. Nothing in this Section shall in any way inhibit or diminish the authority granted to the Superintendent by statute with respect to a non-renewal of non-tenured administrators.
- F. The first year of employment in the bargaining unit for a new member of the bargaining unit, or the first year that an incumbent bargaining unit member serves in a different position shall be a probationary period during which the just cause provisions with respect to renewal in said position of Section E above shall not apply. In the case where such administrator is not continued in said position during or at the end of such probationary period, such employee shall be returned to the position which he/she held immediately prior to assuming said new position, if such position was within the Taunton Public Schools.
- G. The Evaluation form and procedure shall be affixed to this Agreement and shall remain a part hereof.

ARTICLE XV

PROTECTION

- A. Administrators will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent of Schools or his/her designee. The Committee, as the agent of the employer city, shall act in accordance with the provisions of Chapter 258, now and as it may from time to time amended.
- B. This report will be forwarded to the Superintendent, who will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, and the policy and the courts.
- C. Section 100C of Chapter 41 of the Massachusetts General Laws provided indemnification for employees of the Committee for expenses or damages sustained by them as the result of actions or claims brought against them because of their negligent or wrongful conduct while acting within the scope of their employment. Section 100C was rescinded by the enactment of Chapter 512 of the Acts of 1978 in July 1978 which inserted a new Chapter 258 of the General Laws. Under the provisions of Chapter 258, the City of Taunton is now liable for injury or loss of property or personal injury or death caused by the

negligent or wrongful act or omission of any employee of the Town while acting within the scope of his/her employment.

D. **Drug Free Schools Policy**

The Drug Free Schools Policy of the Committee is attached hereto and made a part hereof this Agreement as Appendix C.

- E. An Administrator who claims that he or she has sustained damage to his or her clothing or other personal property as a result of breaking up fights on school property or in connection with their employment involving at least one (1) student, or as the victim of an assault and battery, shall be reimbursed by the School Committee for such loss. There shall be a cap of two hundred dollars (\$200.00) per person per incident. If the employee has insurance to cover any such damage, then the payment authorized herein will cover any deductible required or damages not covered by insurance, again subject to the two hundred dollar (\$200.00) cap.

ARTICLE XVI

ACADEMIC FREEDOM

Members of the unit will be entitled to full rights of citizenship, and no religious or political activities of any administrator (provided such activities do not take place during his/her--working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Association member.

ARTICLE XVII

DUES DEDUCTION - AGENCY FEE - METHOD OF PAYMENT

- A. The Committee agrees to deduct from the salaries of its employees dues for the Taunton Administrators Association, Massachusetts Teachers Association and the National Education Association, and to transmit the monies promptly to the Treasurer of the Taunton Administrators Association.

The administrator's authorization shall be in writing on a form mutually agreed upon by the Treasurer of the Taunton Administrators Association and the administration.

- B. The Committee agrees to require, as a condition of employment, that all employees pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining

agent and those with whom they are affiliated, to or from which membership dues are paid. Said amounts will be certified annually to the Committee by the Association.

- C. 1. All persons covered by this Agreement shall be paid every other week by Friday following the close of each two (2) week period. Employees will be paid in twenty-six (26) equal installments, with twenty-one (21) installments paid during the school year and the five (5) remaining equal installments to be paid in a lump sum at the conclusion of the last day of the school year.

Notwithstanding the above, employees who do not have adequate accrued leave time to cover the last pay period in June shall not receive their last regular two week paycheck in accordance with this Section but will receive said paycheck by June 30th.

2. Employees may opt for payment in a twenty-two (22) installment plan from September through June, with no money deferred. The first pay shall be by the first Friday in September for days worked prior to the regular school year, and the remainder of the annual salary shall be paid in twenty-one (21) equal installments during the work year. Employees desiring this option must notify the Superintendent's Office by July 15th prior to the beginning of the school year when the twenty-two (22) payment plan is to go into effect. This option will then continue each year unless the Superintendent's Office is notified in writing of a change by any subsequent July 15th.

Effective July 1, 2018, only those employees who are currently being paid in twenty-one (21) equal installments from September through June, with no money deferred can retain this option. No other employees shall be eligible to opt for this method of payment.

Notwithstanding the requirement for "equal" installments in Sections 1 and 2 above, it is understood that annuity deductions may result in "unequal" installments.

3. Bargaining unit employees whose work year is established pursuant to the provisions of Article IV, Section C.3 of this Agreement shall be paid according to the same salary payment cycle as the Central Office Administrators.

- D. The Committee will make payroll deductions for Taunton Federal Credit Union upon receipt of written authorization by the administrators, and transmit the money so deducted to the Taunton Federal Credit Union on a monthly basis.

The City of Taunton will make payroll deductions for any bank or credit union for all administrators hired after August 31, 2004 through the direct deposit pay system. Administrators hired prior to August 31, 2004 will have the option to continue to be paid by check, or may have direct deposit after written authorization to the City.

- E.
1. Upon written request of a professional employee, said employee may reduce the amount of his/her salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax sheltered annuity plan for said employee(s).
 2. Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
 3. To be effective for a school year, annuity enrollment applications must be filed by the 4th Friday of September. Employees wishing to enroll in an annuity shall do so through the payroll clerk at the Central Office of the School Department. Enrollment applications will be delivered by said Clerk to the Treasurer's Office on the Monday following the 4th Friday of September.
 4. Changes (i.e. additions to or deductions from the annuity amount) may be made in January to be effective in February, and in April to be effective in May. Changes shall be made through the payroll clerk at the Central Office of the School Department.

F. **Flexible Benefit Plans**

1. The employee portion twenty-five percent (25%) of the health and life insurance premium shall be a pre-tax expense at the option of the employee.
2. The Committee hereby agrees to allow its employees to be eligible to participate in Flexible Benefits Plans for unreimbursed Medical Expenses and/or Dependent (Department) Care expenses. There shall be no cost to the employer.
3. The Committee agrees that within thirty (30) days of the execution of this Agreement, it will send a letter to the Taunton Municipal Council to vote acceptance of the Flexible Benefit Plans in #2 above, and said Committee agrees to send representatives to the Council meeting at which a vote on this matter is to be taken.

G. 1. **Health Insurance**

- a. Employees will continue to have available the following health insurance benefits through the Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust, effective September 1, 2004:

Blue Care Elect Preferred PPO with student rider to age 23 and
chiropractic rider and HMO Blue New England

Altus Dental Service

- b. For Blue Care Elect Preferred PPO, the City shall pay at least seventy-five percent (75%) and the employees shall pay no more than twenty-five percent (25%) of the premiums for said plan. For HMO Blue New England, the City shall pay at least seventy-seven percent (77%) and the employees shall pay no more than twenty-three percent (23%) of the premium for said plan for current employees.

For employees hired after June 1, 2004, the City shall pay no more than seventy-five percent (75%) of the premium for said plan.

- c. For Altus Dental Service, the City shall pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the Dental Plan in effect.
- d. Employees who retire from service from the Taunton Public Schools will continue to receive health insurance benefits currently in effect for retired employees and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premium for said plan.
- e. Employees will continue to be part of the "Survivor Benefits Program" pursuant to Chapter 32B, Section 9D.

2. **Life Insurance and Accidental Death and Dismemberment Insurance**

- a. Employees shall be insured for ten-thousand dollars (\$10,000.00) of group life insurance and group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the premium for said plan.
- b. Retired employees of the Taunton School Department shall be insured for five-thousand dollars (\$5,000.00) group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premiums for said plan.

3. **Increase in Benefits**

Any increase in benefits provided by the City need not be negotiated.

ARTICLE XVIII

REDUCTION IN FORCE AND SENIORITY

In the event it becomes necessary for the Committee to reduce the number of professional employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, changes in curriculum or other similar reasons, the procedure set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

A. Attrition and Transfers

Insofar as possible, normal attrition will be used whereby administrative personnel who retire or resign will not be replaced if there are administrator(s) available who are certified for such positions and who would otherwise be subject to layoff. Said administrator(s) who are subject to layoff shall be offered the next closest administrative position for which they are certified and for which they meet the job description. If there is no administrative vacancy at the same administrative level, then transfers to vacancies at lower administrative levels will be offered to the administrator(s) subject to layoff provided they are certified for the position and provided they meet the job Requirements. As a matter of clarification, so long as there are administrators subject to layoff who meet the requirement to fill other administrative positions, vacancies in administrative positions need not be posted.

In cases where normal attrition and transfers will not solve problems associated with a Reduction-In-Force, the following procedure will apply:

B. Method of Layoff

1. In the event that layoffs are necessary, "acting" administrators who are filling in for administrators on leave of absence or for other reasons, will be laid off first. In no instance will a RIF situation create a promotional opportunity (i.e. bumping upwards).
2. In the event that further layoffs are necessary, administrative personnel shall be laid off or demoted in the inverse order of seniority in the affected administrative levels set forth below in which they are currently employed.

C. Definitions

1. For the purpose of this Article, administrative levels shall be defined as follows:
 - a. Assistant Headmasters
 - b. Middle School Assistant Principal
 - c. School Psychologists
 - d. Curriculum Supervisors

- e. /Athletic Directorf. Director of English Language Learners
- g. PreK-7 Curriculum Coordinators
- h. Elementary Assistant Principals (full time or part time)
- i. Director of Library/Media Centers
- j. JROTC Director
- k. Special Education Coordinators

2. **Seniority**

- a. Seniority shall be defined as the length of continuous service in the Taunton Public Schools in a position covered by this bargaining unit. Seniority shall be computed from the date of the commencement of employment in a position in the Taunton School System. In the event of ties, a lottery shall be conducted.
- b. The seniority status of administrators within the Taunton Education Association shall be determined in accordance with the provisions of the Taunton Education Association Contract.

D. **Bumping Rights and Seniority Lists**

Administrators subject to layoff may bump other administrators as set forth below.

1. **Assistant Headmasters**

If the least senior Assistant Headmaster is laid-off and there are Middle School Assistant Principal(s) and/or Full-Time Elementary Assistant Principal(s) with less seniority than the laid-off Assistant Headmaster, can bump the least senior Middle School Assistant Principal or Full-Time Elementary Assistant Principal provided the Assistant Headmaster is certified and meets the requirements of the job description.

2. **Curriculum Supervisors**

Curriculum Supervisors shall have no additional bumping rights in this bargaining unit.

3. **Middle School Assistant Principals**

If a Middle School Assistant Principal is laid-off and the Full-Time Elementary Assistant Principal has less seniority than the laid-off Middle School Assistant Principal, then the laid-off Middle School Assistant Principal can bump the Full-Time Elementary Assistant Principal provided he/she is certified and meets the requirements of the job description.

4. **Psychologists**

Psychologists will have no additional bumping rights in this bargaining unit or the Taunton Education Association bargaining unit except to the extent required by law.

5. **PreK-7 Curriculum Coordinators**

The PreK-7 Curriculum Coordinators have no additional bumping rights in this bargaining unit.

6. **The Athletic Director**

The Athletic Director shall have no additional bumping rights in this bargaining unit.

7. **Elementary Assistant Principals**

Elementary Assistant Principal(s) (part time or full time) shall have no additional bumping rights in this bargaining unit.

8. **Director of Library/Media**

Director of Library/Media shall have no additional bumping rights in this bargaining unit.

9. **Director of JROTC**

The Director of JROTC shall have no additional bumping rights in this bargaining unit.

10. **Special Education Coordinators**

The Special Education Coordinators shall have no additional bumping rights in this bargaining unit.

- E. By February 1, of each year, the Superintendent or his/her designee shall provide the Association with an updated seniority list of all members of this bargaining unit. Such list shall include the initial date of continuous service in this bargaining unit, and the total combined service in this bargaining unit of all administrators in this bargaining unit. Administrators with the greatest seniority shall be listed first, and the least senior administrator shall be listed last on the list. If the Association does not challenge the updated list within thirty (30) work-days following receipt of such updated list, the list

shall stand as written. If there is a challenge, the Committee and the Association shall meet forthwith in an effort to resolve the challenge. If the matter is not resolved within twenty (20) workdays next following the challenge, the matter shall be resolved in accordance with Article VIII of this Agreement. Any such grievance shall be initially submitted to Level Three of the grievance procedure.

1. **Leaves of Absence** - Extended, unpaid leaves of absence provided in this Agreement and/or approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves will not be counted towards seniority. Administrative personnel on leave of absence shall be eligible to be laid-off as though they were currently serving on active duty.
2. **Notification** - Whenever possible, written notification of pending layoff will be completed by April 15th for the following school year. In the event of a decision for a Reduction-In-Force during the school year, those staff members being laid-off will be given a minimum of thirty (30) calendar days written notice.
3. **Recall**
 - a. For a period of two (2) years from the time a layoff or demotion commences, administrative personnel will be recalled in the inverse order of their layoff or demotion as administrative positions for which they are qualified become open.
 - b. The recall list for an administrative position shall consist of any administrator who has been laid-off or demoted from such position.
 - c. Laid-off administrative personnel on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the administrator pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the City for such administrator's insurance.
 - d. Administrators on the recall list shall be deemed to be on leave of absence from the Taunton Public Schools.
 - e. When a vacancy occurs to which an administrator is entitled to be recalled, whether said administrator has been laid off or demoted, the appropriate administrator(s) on the recall list will be notified by Certified Mail at their last recorded address. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the mailing date shall be considered a rejection of such offer, and the

administrator shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address. Administrators on the recall list shall have priority in filling vacancies as herein before set forth. No new personnel shall be hired to fill such vacancies until all appropriate administrators on the recall list have been offered the vacancy pursuant to the provisions of this Article.

- f. Upon return to employment from the recall list, administrators will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Administrators laid off during the school year, upon return, will be placed on the next step of the salary schedule if they had served for a minimum of ninety-two (92) days during the year of layoff. Administrators filling temporary vacancies at the time of layoff due to reduction in force, shall have no recall rights to that temporary position.
- g. Except as set forth below, nothing in this Article shall act so as to diminish the rights of administrators under Chapter 71 of the General Laws of the Commonwealth of Massachusetts. In recognition of the fact that a layoff is treated as a leave of absence in this Article, an administrator who accepts such a leave in lieu of dismissal shall waive, in writing, any present or future rights to have a dismissal hearing which he or she may have pursuant to Chapter 71. An administrator may elect to have his/her layoff treated as a dismissal, in which case such administrator shall be afforded his/her full statutory rights.

ARTICLE XIX

SALARIES AND OTHER BENEFITS

- A. The basic salary schedule applying to all persons covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof except as provided in Section B.1.
- B. Upon hire, new members to the TAA, shall be placed on Step 1 of the salary grid unless their experience merits a higher placement. New members shall be placed one additional step higher for every five (5) years completed in the Taunton Public Schools or as an administrator in another district. The superintendent may, in exceptional circumstances, award additional steps as s/he deems appropriate, and s/he shall meet and consult with the TAA President to inform him/her of the rationale for the decision.
- C. The Employer will notify the Association, in writing, of the initial placement of each administrator.

- D. Administrators shall be reimbursed for all travel in and outside of the City in the performance of their duties, including attendance at any conference or meeting to which they have been assigned or which they are attending with advance approval of the Superintendent. This mileage reimbursement will be at the prevailing I.R.S. mileage rate.
- E. For purposes of appropriate placement on the salary schedule, incumbent Administrators (as of the execution of this Agreement), appointed to a new position within the bargaining unit (i.e., Middle School Assistant Principal) shall be placed on the same salary level or step for the new position as he/she held for the previous position provided that the new position is in the same position classification group as set forth herein in Article IV(C), above. If the new position is not within the same classification group as the previous position, the Administrator shall be placed on level or Step 1, for a period of one (1) year, unless such placement would result in a reduction in salary, in which case the Administrator shall be placed on the level or step, for a period of one (1) year, of the salary schedule which would result in his/her receiving a salary equal to or higher than the salary he or she was receiving in the previous position.
- F. All new employees hired on or after July 1, 2012 will not be eligible for the retirement benefit in Article V.

All employees who first begin work with the School District on or after July 1, 2012 shall be eligible to participate in a tax deferred compensation plan of the employee's choosing. (They will not be eligible for the retirement benefit set forth in Article V). The School Committee shall provide up to a maximum of six hundred fifty (\$650.00) dollars (pre-tax) contribution at the end of the employee's year of service if the employee contributes matching amount to the plan. The employee may contribute more to said plan if the employee chooses to do so as long as the amount of the contribution is authorized by law. Current employees will have the option to participate in the 403(b) matching program by giving written notice at the beginning of each school year to the Superintendent. Once these employees opt into the 403(b) program, they are no longer eligible to receive a lump sum payment according to Article V. The decision to participate in the 403(b) program is final.

ARTICLE XX

EARLY RETIREMENT

A. Notice Requirements

To be eligible for this program, an administrator must give written notice of intention to retire by November 15th and, for any school year thereafter, by April 15th of the school year preceding the year in which he/she plans to retire. Notwithstanding the above, in the event that the State offers an Early Retirement Incentive subsequent to the notice date

requirement, said notice date shall be waived. This notice of retirement is final, and employees electing this provision must retire from the Taunton School System on the date indicated. Notices of intention to retire shall be kept confidential.

- B. This provision, Early Retirement, shall apply to all administrators who were members of the bargaining unit on or before June 30, 1994. This provision, Early Retirement, shall not apply to any administrators who became members of the bargaining unit on or after July 1, 1994.
- C. Should the Commonwealth of Massachusetts adopt an Early Retirement Incentive/Retirement Enhancement Program for Educators/Administrators, then the employee will have the option to take either the local or state retirement incentive program, but not both.

ARTICLE XXI

SCHOOL COMMITTEE AGENDA/MINUTES

The Superintendent or his/her designee will ensure that an advanced copy of the agenda for each official Committee meeting along with the minutes, are posted to the Taunton Public Schools website.

ARTICLE XXII

C.O.R.I. AND FINGERPRINT BASED C.H.R.I. CHECK REGULATIONS

In compliance with the provisions of Chapter 385 of the Acts of 2002, and in accord with the revised *Procedures for the Implementation of C.O.R.I. Regulations* adopted by the Taunton School Committee on September 5, 2006 and attached hereto and incorporated by reference herein, the superintendent of schools or designee shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three years (3) without good cause. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her reports otherwise the report will be destroyed.

After review of a CORI report, the superintendent, or designee if he/she deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

In accordance with the policy of the School Committee, as it may be subsequently amended, and as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of all full or part-time members of the Union, both current and prospective employees. The cost for the same shall be borne fully by the employee or the prospective employee. The School Committee will abide by its policy on Background Checks (Policy #ADDA) with regards to the practices and procedures followed by the School Department in requesting, accessing, storing, retaining, destroying, disseminating, and reporting CHRI checks, and in determining suitability for employment or continued employment, and reviewing adverse decisions, based upon results of CHRI checks.

ARTICLE XXIII

DURATION

The provisions of this Agreement shall be effective as of July 1, 2018, and shall, except as otherwise noted, continue and remain in force and effect until June 30, 2021.

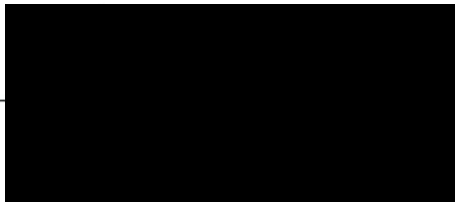
Said Agreement will automatically be renewed and will be continued in full force and effect for additional periods of one (1) year, unless either the Committee or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 15th day of August, 2018.

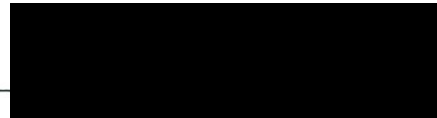
TAUNTON SCHOOL COMMITTEE

TAUNTON ADMINISTRATORS ASSOCIATION

BY: _____



BY: _____



APPENDIX A

Salary of Administrators

The Agreed Salary schedules for Administrators for the term of this contract shall be as follows:

FY19 salary						
STEP	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
2% and Move on Step						
1	95,127	96,554	98,003	99,473	100,965	102,479
2	97,031	98,485	99,963	101,462	102,984	104,528
3	98,972	100,455	101,962	103,491	105,044	106,620
4	100,950	102,464	104,001	105,561	107,145	108,752
5	102,968	104,513	106,081	107,673	109,287	110,926
6	105,028	106,603	108,204	109,825	111,474	113,145
7	107,129	108,735	110,367	112,023	113,702	115,408
8	109,272	110,911	112,574	114,263	115,976	117,716
9	111,457	113,129	114,825	116,548	118,296	120,069
10	113,685	115,392	117,122	118,879	120,663	122,471
11	115,960	117,700	119,465	121,257	123,075	124,920
12	118,279	120,053	121,854	123,682	125,537	127,419

FY20 SALARY						
STEP	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
2% and Move on Step						
1	97,030	98,485	99,963	101,463	102,984	104,529
2	98,971	100,455	101,962	103,492	105,044	106,618
3	100,951	102,464	104,002	105,561	107,145	108,752
4	102,969	104,513	106,081	107,672	109,288	110,927
5	105,027	106,604	108,203	109,827	111,473	113,145
6	107,129	108,735	110,368	112,022	113,703	115,407
7	109,271	110,910	112,574	114,263	115,977	117,716
8	111,457	113,129	114,826	116,549	118,296	120,070
9	113,687	115,392	117,122	118,879	120,661	122,471
10	115,959	117,699	119,464	121,257	123,076	124,921
11	118,279	120,054	121,855	123,682	125,537	127,419
12	120,645	122,454	124,291	126,156	128,047	129,968

FY21 SALARY						
STEP	MA	MA+15	MA+30	Ed.S, CAGS & 2M	MA+60	DOCT
2% and Move on Step						
1	98,970	100,455	101,962	103,492	105,044	106,620
2	100,951	102,464	104,002	105,562	107,145	108,750
3	102,970	104,513	106,082	107,672	109,287	110,927
4	105,029	106,604	108,203	109,825	111,474	113,146
5	107,128	108,736	110,367	112,023	113,702	115,407
6	109,272	110,910	112,575	114,262	115,977	117,716
7	111,457	113,128	114,826	116,548	118,296	120,070
8	113,686	115,392	117,122	118,880	120,661	122,472
9	115,960	117,700	119,464	121,257	123,075	124,920
10	118,278	120,053	121,853	123,682	125,538	127,419
11	120,644	122,455	124,292	126,155	128,047	129,967
12	123,058	124,903	126,777	128,679	130,608	132,567

Stipended Positions

1. Coverage Assigner – Taunton High School \$7,500.00

This is a School Year (180 School Day) position. Anticipated Hours: 6:30 am – 7:15 am plus additional time necessary to address coverage needs that arise daily. This position is responsible for assigning class coverages at Taunton High School. The position reports to the High School Headmaster.

2. Career/Vocational Technical Educator Director (CVTE) \$10,000.00 (2)

This is a school year plus 10 (194 Work Day) position. Anticipated qualifications, job goal, responsibilities and terms of employment as set forth in the Career/Vocational Technical Education (CVTE) Co-Director Job Description, as it may be subsequently modified by the School Committee.

3. School Psychologist Services – Stipendiary Position \$16,400.00

This is a school year plus 20 (204 Work Day) position. This position is responsible for performing all school psychologist services as identified for a School Psychologist required for the Taunton Alternative High School, and for performing all safety evaluations for Taunton High School students, as well as any additional evaluations or district-wide school psychologist tasks requested by the Superintendent and/or Director of Special Education, or designee.

APPENDIX B

**TAUNTON ADMINISTRATORS
PROFESSIONAL IMPROVEMENT MANUAL**

PHILOSOPHY

In every field of endeavor a need exists for judgment and decision on the performance and achievement of the personnel. This appraisal is essential if for no other reason than to determine if the standards of quality are being maintained and raised.

The purpose of professional staff evaluation is to improve the quality of the educational experiences being provided to our students. This purpose reflects a corresponding concern for the growth and development of all educators in our profession. The major objectives of this evaluation system are:

- A. To provide a continuous and consistent system of evaluation of Administrators, which will help to provide a climate for maintaining quality educational programs.
- B. To provide opportunities to enable the Administrators to become more skillful, effective and creative in their work.
- C. To establish a process by which the Administrators and the school system can realize their established goals.
- D. To develop an awareness of and accountability to the community for the quality of the instructional programs.
- E. To foster closer teamwork and understanding between the Administrator and the Evaluator.

In order to ensure that the Taunton School System continues its tradition of excellence, it is understood that any Administrator without professional status, who does not achieve an overall rating of good or excellent on their Summary Evaluation will not be recommended for re-nomination or professional status.

Every Administrator whose work is judged satisfactory or unsatisfactory shall be notified in writing of stated areas of deficiencies along with recommendations for improvement. If the Administrator is making progress, that should be noted on periodic reports. If he/she is not making progress, that should be noted, and there should be substantiated, corroborative evidence of the fact from Supervisors who are involved in the evaluation process.

A Supervisor shall bring to the immediate attention of the Superintendent the names of any Administrator whose quality of service needs to be improved, including a recommended plan to help the Administrator. Any Administrator who is being considered for termination or non-renewal will be evaluated by the Superintendent or his/her designee.

Evaluations, memorandums of concerns, and the annual Summary Evaluation are at the discretion of the administration. The evaluated Administrator may request additional written evaluations, which will be considered by the Supervisor.

PRINCIPLES OF EFFECTIVE TEACHING

I. CURRENCY IN THE CURRICULUM

- A. The teacher is up to date regarding curriculum content.

II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION

- A. The teacher plans instruction effectively.
- B. The teacher plans assessment of student learning effectively.
- C. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.

III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

- A. The teacher creates an environment that is positive for student learning and involvement.
- B. The teacher maintains appropriate standards of behavior, mutual respect and safety.

IV. EFFECTIVE INSTRUCTION

- A. The teacher makes learning goals clear to students.
- B. The teacher uses appropriate instructional techniques.
- C. The teacher uses appropriate questioning techniques.
- D. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

- A. The teacher communicates learning goals and high standards and expectations to students.

- B. The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.

VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

- A. The teacher strives to ensure equitable opportunities for student learning.
- B. The teacher demonstrates appreciation for sensitivity to the diversity among individuals.

VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

- A. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.
- B. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department building and school district.
- C. The teacher is a reflective and continuous learner.

PRINCIPLES OF EFFECTIVE ADMINISTRATIVE LEADERSHIP

I. EFFECTIVE INSTRUCTIONAL LEADERSHIP

The effective administrator works with others to create learning environments that address the needs of students.

- A. The administrator facilitates the development of a shared mission and vision.
- B. The administrator encourages and uses a variety of strategies to assess student performance accurately.
- C. The administrator applies current principles, practices, and research to foster effective teaching.
- D. The administrator leads the renewal of curriculum and instructional programs.
- E. The administrator promotes and models the effective use of appropriate instructional technologies.
- F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels.

- G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth.
- H. The administrator supports ongoing professional development.

II. **EFFECTIVE ORGANIZATIONAL LEADERSHIP**

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels.

- A. The administrator applies research and organizational leadership skills.
- B. The administrator demonstrates communication skills that are clear, direct, and responsive.
- C. The administrator creates a positive, informed climate for collegial teaching and learning.
- D. The administrator facilitates constructive change.
- E. The administrator plan for, models, and encourages collaboration and shared decision-making.
- F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.

III. **EFFECTIVE ADMINISTRATION AND MANAGEMENT**

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

- A. The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively.
- B. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility.
- C. The administrator applies current knowledge of fiscal management policy and practices within the scope of his/her responsibility.
- D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility.

- E. The administrator uses appropriate technologies to administer his/her responsibilities.

IV. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

- A. The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents.
- B. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.

V. EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

The effective administrator interacts with the community responsibly to address the needs of students.

- A. The administrator assesses the needs of parents and community members and involves them in decision-making.
- B. The administrator promotes partnerships among staff, parents, business, and the community.
- C. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.

VI. FULLFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The effective administrator models professional behaviors that contribute to addressing the needs of students.

- A. The administrator demonstrates enthusiasm for his/her own learning.
- B. The administrator demonstrates and promotes an atmosphere of respect for self and others.
- C. The administrator models ethical behavior.

GOAL SETTING AND THE EVALUATION PROCESS

One of the most effective processes through which professional improvement can best be achieved is that of goal setting. Goals offer the Supervisor (Evaluator) and the Administrator

(Evaluatee) an excellent opportunity to think through just what they want to accomplish during the school year. The Administrator and Supervisor can sit down and work out in writing, a list of specific goals for the current work year.

It is important to mention that the value of goal setting increases when both Administrator and Supervisor are flexible. Conditions/priorities change throughout the year. Therefore, goals often must be reduced/adjusted in order to place the emphasis in the area which will achieve the greatest value. The non-attainment of a stated goal should not necessarily result in an adverse comment.

Professional improvement should be everyone's concern. It is the most important ingredient in moving the Taunton Public School System toward excellence. It is our hope that this process will serve as a blueprint for ongoing professional improvement.

VALUE OF GOAL SETTING

The goal setting process is viewed as a cooperative venture between the Administrator and the Supervisor(s). A non-threatening atmosphere is the key to success. A quality goal setting process results in the attainment of the following:

- A. Requires the Administrator and Supervisor to explicitly focus their intentions to their assigned responsibilities.
- B. Administrator and Supervisor(s) will be required to list/outline in writing their goals, so as to have guidelines for future conferences and evaluations.
- C. Offers an opportunity to talk about improvement rather than only maintenance of the "Status Quo".
- D. Sets the context for future planning of changes in their curriculum and other supervisory responsibilities.
- E. This process of sharing goals, allows the Supervisor the opportunity to assist the Administrator.

APPENDIX C

**SCHOOL COMMITTEE - CITY OF TAUNTON
"DRUG FREE SCHOOLS POLICY STATEMENT"**

- I. OVERVIEW
- II. IMPACT OF DRUG ABUSE IN THE SCHOOLS
- III. "DRUG FREE SCHOOLS" POLICY STATEMENT
- IV. "DRUG FREE SCHOOLS" DISCIPLINARY POLICY
- V. SUBSTANCE USE AND ABUSE ASSISTANCE PROGRAMS AND SERVICES
- VI. CLOSING
- VII. EMPLOYEE SIGN-OFF OF RECEIPT OF "DRUG FREE SCHOOLS" POLICY STATEMENT

IMPACT OF DRUG ABUSE IN THE SCHOOLS

Drug abuse produces a wide range of consequences for substance users and their families. Along with the major effects of loss of life or job, serious illness or family disruption are many more subtle impacts. Substance abuse tends to cut people off from the ordinary stimulation and satisfaction of their jobs, This not only interferes with job satisfaction, but removes a major motivator that can help promote effective career development. Employees also may become isolated from all but other drug users in their work setting.

Those who suffer from drug addiction are known to neglect their nutrition, sleep needs, and other aspects of physical health, rendering them more vulnerable to disease and illness. The cost of their drug habit may lead to bankruptcy or criminal activity; some drug addicts wind up homeless after years of earning high incomes. Marriages are shattered and children suffer. Substance abuse by any individual may involve a child, spouse, or other family member in drug use as well.

Addiction to drugs is likely to create a crisis in the life of the employee and his/her family for which no one is prepared. Because denial is a common pattern in addiction, serious damage can be done before drug-dependent persons, or anyone else close to them, recognize the need for professional help. With such fast-addicting drugs as crack, great damage can be done in a short time.

This statement has been taken from "Strategic Planning for Workplace Drug Abuse Programs", by Thomas E. Backer, Ph.D., for the National Institute on Drug Abuse, U.S. Department of Health and Human Services.

SCHOOL COMMITTEE
CITY OF TAUNTON
POLICY STATEMENT
"DRUG FREE SCHOOLS"

The Taunton School Committee hereby acknowledges and will comply to the requirements of the Drug Free Schools and Communities Act Amendment of 1989; and,

Whereas, the Taunton School Committee will prohibit the unlawful manufacture, distribution, dispensing, possession, and/or use of a controlled substance in the schools; and,

Whereas, each employee will receive a copy of this policy statement; and,

Whereas, the employee must notify the employer of any criminal drug statute conviction for a violation no later than five (5) days after such conviction; and,

Whereas, the employee shall abide by this policy statement; and,

Whereas, the following actions will take place by the Taunton School Committee for violations of the Policy Statement titled "Drug Free Schools"; and,

Whereas, the Taunton School Committee will require employees who are convicted of drug related offenses to participate in drug rehabilitation programs; and,

Whereas, the Taunton School Committee will provide information and referral to substance abuse counseling, detoxification rehabilitation, and/or other pertinent programs to employees at-risk; and,

Whereas, if an employee fails to participate in the program to maintain a drug free work place, fails to avail him or herself to substance abuse assistance programs or fails to notify of work place drug statute convictions in the allotted time period stated, this will be just cause for adherence to the "Drug Free Schools" Disciplinary Policy; and,

Whereas, the City of Taunton, through its Department of Human Services, will establish and provide a drug free work place awareness program to inform employees of the dangers of drug abuse in the work place (including schools); and the penalties that may be imposed upon employees for drug abuse violations.

Now, therefore, the following is hereby adopted:

Definitions:

- A. Controlled Substance - a controlled substance in schedules I. through V. of Section 202 of the Controlled Substances Act (21 U.S.A. 812) and as further defined in regulation at 21 CPS 1308.11 - 1308.15.
- B. Conviction - a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- C. Criminal Drug Statute - a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
- D. Drug Free Schools - includes all school property or other work site where employees may be assigned during working hours at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

DRUG FREE SCHOOLS

DISCIPLINARY POLICY

If an employee fails to participate in the program to maintain a Drug Free School, fails to avail him or herself of substance abuse assistance programs or fails to notify the School Department of drug statute convictions in the allotted time period, this will be just cause for adherence to the "Drug Free Schools" Disciplinary Policy.

I. Use or Abuse:

If an employee has been found to unlawfully use or abuse a controlled substance during working hours, the following disciplinary actions will take place:

First Offense:

The employee will receive a suspension of five (5) days without pay together with a written reprimand from the Superintendent of Schools. The employee also will be required to enter a counseling and/or rehabilitation program. The employee will also be required to present documentation of his/her attendance of such program(s) to the satisfaction of the Superintendent. Failure to comply with these requirements will subject the employee to additional disciplinary action including the further suspension and/or termination of employment.

Second Offense:

The employee will receive punishment in excess of a five (5) days suspension without pay, which punishment may include termination and will include a hearing before the School Committee. The employee also will be required to enter a counseling and/or rehabilitation program. The employee will also be required to present documentation of his/her attendance at such programs to the satisfaction of the Superintendent. Failure to comply with these requirements will subject the employee to additional disciplinary actions including further suspension and/or termination of employment.

Third Offense:

The employee will be terminated from his/her position.

II. Distribution, Manufacture or Dispensing:

If an employee has been convicted to unlawful manufacture, distribution or dispensing of a controlled substance, the employee will be terminated. Pending appropriate judicial action, an employee under indictment for the unlawful manufacture, distribution or

dispensing of a controlled substance shall be subject to the provisions of General Laws Chapter 268 A, Section 25.

Nothing herein shall, however, prevent the School Committee from taking independent action at any time prior to or subsequent to any legal proceeding. Such action shall be pursuant to General Laws Chapter 71, Section 42 if the Committee shall deem such to be appropriate.

**SUBSTANCE USE AND ABUSE
ASSISTANCE PROGRAMS AND SERVICES**

The City of Taunton, through the Department of Human Services, will provide the City employees with a comprehensive substance abuse education program. This program will include a presentation of the dangers of substance use and abuse and a description of programs and services offered to them. All employees will be encouraged to attend this presentation.

CLOSING

In closing, the School Committee for the City of Taunton has a strong commitment to its employees and students to provide a safe place for education and to establish a program that will promote high standards of employee health and high standards as examples for the children within the school system. The "Drug Free Schools" Policy Statement is a written statement that demonstrates the Committee's operational stance with regards to substance use and abuse.

DATE

I, _____ have received, read, and understand the policy statement titled "Drug Free Schools", together with the attached "Controlled Substance" sheet. My signature does not signify acceptance of this policy, but rather, acknowledgement of receipt.

EMPLOYEE

EMPLOYER

