CONTRACT BETWEEN

SPENCER-EAST BROOKFIELD TEACHERS' ASSOCIATION AND THE SPENCER-EAST BROOKFIELD REGIONAL SCHOOL COMMITTEE JULY 1, 2019 TO JUNE 30, 2022

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CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of July 2019 by the School Committee of the Spencer-East Brookfield Regional School District (hereinafter sometimes referred to as the Committee) and the Spencer-East Brookfield Teachers' Association (hereinafter sometimes referred to as the Association).

ARTICLE I - RECOGNITION CLAUSE

- 1. For the purpose of collective bargaining with respect to wages, hours, and other conditions or employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excepting however, every such employee who on the effective date of the contract is, or thereafter shall be, designated by the Committee as a representative of it for the purpose of such bargaining. The term professional employees includes all classroom teachers, librarians, therapists, school psychologists, adjustment or guidance counselors and nurses holding certificates under G.L. c. 71 Sec. 38G. It does not include the Superintendent, Principals, Assistant Principals, Guidance Directors, Director of Pupil Services, Paraprofessionals or Director of Academic Services and Technology.
- 2. Subject to the provisions of Massachusetts General Laws, Chapter 150E, as the same may be amended; the Committee agrees not to negotiate with any teachers' organizations other than the Association for the duration of this Agreement. Except for such negotiations under Massachusetts General Laws, Chapter 150E, however, the Committee shall be free to communicate with teachers, their representatives, or any other person, individually or by group, for whatever purpose the Committee may deem desirable in the discharge of its responsibilities.
- 3. The provisions of this Agreement shall constitute Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Committee, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. Nothing in the Agreement shall operate retroactively unless expressly so stated.
- 4. The Regional School Committee, as empowered by the statutes of the Commonwealth of Massachusetts, intends that nothing in this Agreement shall derogate or impair any power, right, or duty conferred upon the Committee and Superintendent by any agency of the Commonwealth. With the exception of issues specifically referenced in this Agreement, the Committee and Superintendent retains all the powers, rights and duties that it has by policy and statute and may exercise the same at its discretion without being subject of a grievance or arbitration proceeding.

ARTICLE IA - SCHOOL DISTRICT RESPONSIBILITIES

Except as expressly provided otherwise in this Agreement, the School District will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority and prerogatives of management, including, but not limited to, the following:

- 1. To direct and conduct the educational affairs of the School District and its schools;
- 2. To direct and control all the operations and services of the District and its schools;
- 3. To determine the number and location of operations;
- 4. To alter, rearrange, change, extend, curtail, or discontinue its operations particularly or completely;
- 5. To determine whether goods or services should be made, purchased, or leased;
- 6. Superintendent/Principal may demote, suspend, discipline and discharge, subject to just cause for teachers with professional teacher status;
- 7. Superintendent may lay off employees due to lack of work, lack of funds, or for other lawful reasons, subject to impact bargaining;
- 8. Superintendent/Principal may relieve employees due to the incapacity to perform duties:
- 9. To change or eliminate existing equipment, facilities, programs or schools; and to institute technological change;
- 10. During an emergency, which is defined as a natural catastrophe such as hurricanes, tornadoes, and other sudden events like a public safety lockdown, the School District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE II - POLICY CHANGES

Before the Committee adopts a change in policy that affects wages, hours or any other condition of employment that is not covered by the terms of this Agreement, which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days after receipt of said notice.

ARTICLE III - WORK YEAR

- 1. The work year for teachers and nurses (except for new personnel who may be required to attend no more than two (2) additional orientation day sessions) shall begin no earlier than the first Monday prior to Labor Day and terminate no later than June 30. The length of the teacher work year shall be one hundred eighty-two 182 days, which shall include the minimum number of days prescribed by the Massachusetts Board of Education, currently a one hundred eighty (180) day school year. Teachers will receive per diem compensation for any school days on which teachers' attendance is required for the purpose of teaching students beyond the one hundred eighty-two day schedule.
- 2. In addition to the number of days students are required to be in attendance by state law, teachers will be provided professional development opportunities each year. These days will be scheduled by the Superintendent of Schools in consultation with the Professional Development Committee. All professional development opportunities/days, which are held within the regular work year, are mandatory. New personnel also may be required to attend no more than two (2) additional orientation days sessions prior to the start of the school year.
- 3. Notwithstanding sections 1 and 2 above, the work year for the following personnel shall be as set forth below:

Health Coordinator	196 days
Team Chairperson	191 days
Knox Trail MS Guidance Counselors	191 days
David Prouty HS Guidance Counselors	191 days

ARTICLE IV - ARRIVAL AND DEPARTURE

David Prouty High School and Knox Trail Middle School

- 1. A teacher should be at his/her duty station or homeroom five minutes prior to the arrival of students.
- 2. Teachers shall be required to remain at work not more than one forty-five (45) minute period per week for the sole purpose of aiding students and parent meetings. If no student returns or there is no parent meeting, the teacher may leave after thirty (30) minutes. The day that teachers will remain will be determined in conjunction with the individual teacher and appropriate building principal on a departmental basis.

On three (3) other days teachers will remain for thirty (30) minutes and may leave after fifteen (15) minutes if no student returns, or there is no parent meeting. On Fridays, the day before holidays, and on days when teachers must return at night for school activities, teachers may leave (5) minutes after student dismissal. When an earlier departure becomes necessary, it is the teacher's responsibility to request permission of the appropriate building principal.

3. The School Committee shall reserve the right to alter the starting time up to thirty (30) minutes and correspondingly adjust the departure time to maintain the same total school day, provided that students are not released after 2:45 p.m.

East Brookfield Elementary and Wire Village Schools

- 1. A teacher should be in his/her respective building/duty station at 8:10 a.m. Teachers shall be required to remain at work not more than one forty-five (45) minute period per week for the sole purpose of aiding students and parent meetings. If no student returns or there is no parent meeting, the teacher may leave after thirty (30) minutes. The day that teachers will remain will be determined in conjunction with the individual teacher and appropriate building principal on a departmental/grade basis.
 - On three (3) other days teachers will remain for thirty (30) minutes and may leave after fifteen (15) minutes if no student returns, or there is no parent meeting. On Fridays, the day before holidays and on days when teachers must return to school at night for school activities, teachers may leave five (5) minutes after student dismissal. When an earlier departure becomes necessary, it is the teachers' responsibility to request permission of the appropriate building principal.
- 2. The School Committee shall reserve the right to alter the starting time up to thirty (30) minutes and correspondingly adjust the departure time to maintain the same total school days, provided that students are not released after 2:45 p.m.

David Prouty High School

- 1. A teacher should be in his/her respective building/duty station five minutes prior to the arrival of students.
- 2. Duties of Department Heads will be covered in the job description.
- 3. One (1) faculty meeting will be scheduled each month and will not exceed an hour in length except by mutual consent. Teachers will not be required to stay if the decision is to extend the meeting.
- 4. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, the subject that they will teach and any special assignments they will have as soon as practicable.
- 5. The class size shall not be exceeded except in emergency as determined by the Superintendent for good and just cause.

Knox Trail Middle School

1. A teacher should be in his/her respective building/duty station five minutes prior to the arrival of students.

- 2. No teacher will be required to have more than an average of five (5) teaching periods per day. A teacher may volunteer for a 6th class. The pupil load of all teachers with five (5) teaching periods shall not exceed one hundred forty (140) pupils and for teachers with six (6) teaching periods, shall not exceed one hundred fifty-nine (159) pupils.
 - The above maximum does not apply to music, gym, guidance, special education, home economics (life skills) or industrial arts (technology education).
- 3. All teachers shall be provided a duty-free lunch in accordance with past practice.
- 4. One (1) faculty meeting will be scheduled each month and will not exceed an hour in length except by mutual consent. Teachers will not be required to stay if the decision is made to extend the meeting.
- 5. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, the subject that they will teach and any special assignments they will have as soon as practicable.
- 6. The class size shall not be exceeded except in emergency as determined by the Superintendent for good and just cause.

East Brookfield Elementary and Wire Village School

- 1. A teacher should be in his/her respective building/duty station by 8:10a.m. All K-6 teachers will receive a total of five (5) forty-five (45) minute prep periods per week.
- 2. A classroom teacher shall be paid at the rate of one-fifth (1/5) the daily substitute rate of pay each period the teacher is required to substitute for an absent special subject teacher.
- 3. All teachers shall be provided a duty-free lunch in accordance with past practice at the respective schools.
- 4. One (1) faculty meeting will be scheduled each month and will not exceed an hour in length except by mutual consent. Teachers will not be required to stay if the decision is made to extend the meeting.
- 5. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, the subject that they will teach and any special assignments they will have as soon as practicable.
- 6. The class size shall not be exceeded except in emergency as determined by the Superintendent for good and just cause.

ARTICLE IV SECTION A – ARRIVAL AND DEPARTURE

(See Article XXX – Zipper Clause: Sub-Committee work which will take place regarding the Knox Trail Middle School Schedule.)

ARTICLE V- NON-TEACHING ASSIGNMENTS

All non-teaching assignments now in effect (e.g. bus duty, morning duty, etc.) shall remain in effect for the duration of this Contract. All non-teaching assignments shall be distributed equally. Three (3) teachers shall be on duty to supervise incoming students upon arrival in the morning and to supervise bus pupils at the high school. Nurses shall be exempt from all non-nursing related work assignments.

ARTICLE VI - PARENTS' NIGHT

At the Wire Village School and East Brookfield Elementary School, one (1) night per year and (1) one afternoon per year will be set aside when parents are invited to visit the school with the teachers to discuss the progress of their children. There will be two sessions of parent conferences: one in the afternoon (12:30p-3p) following the half day schedule and dismissal; and one in the evening. Parent programs will be scheduled for two and a half hours each time.

At the Knox Trail Middle School, one night each school year, will be set aside for a parent program.

At the David Prouty High School, two nights each school year, will be set aside for a parent program.

ARTICLE VII - POLICY FOR COOPERATING TEACHERS AND MENTORS

- 1. Cooperating teachers shall approve the taking of a student teacher and this practice is voluntary. It is understood that the cooperating teacher shall be in the classroom the majority of the time during the student teaching and the prime consideration is the educational progress of the class. The cooperating teacher is entirely responsible for the class, including student grades. The cooperating teacher, principal and department head will supervise the student teacher.
- 2. The student teacher shall observe for at least one week before teaching and shall be available for other assignments such as assisting in the building duty rotation, cafeteria, and study hall.
- 3. The student teacher shall not be used to cover detention/suspension hall. The student teacher shall be paid when used as a substitute.
- 4. A newly hired teacher shall be assigned to a certified mentor teacher for the duration of one school year. The mentor teacher shall be compensated with an annual stipend of \$900 for each teacher assigned, inclusive of a minimum of thirty (30) hours of

supervision, which shall be documented. Such stipend will be paid at the conclusion of the school year.

ARTICLE VIII - TUTORING

- 1. No teacher is allowed to tutor for private payment any student in any of his/her classes unless approved in writing in advance by the Superintendent, and it is not advisable to do it for any pupil in the building.
- 2. If a parent consults you about tutoring for a pupil, advise him/her that there is an approval list of tutors in the Pupil Services Department office. You may suggest a tutor if you know he/she is on the approved list. It is best practice to inform the principal of any pupil in your class who is receiving tutoring.
- 3. A teacher may tutor a student in his/her class in cases where the student is absent for a prolonged period and the tutoring is paid for by the District.

ARTICLE IX- PROFESSIONAL DEVELOPMENT

The parties agree to form a Professional Development Committee. This Committee shall have as its purpose the planning of Professional Development training of all teaching staff. The Committee shall be made up of five to eight (5-8) volunteer teachers representing grades K-4, 5-8, 9-12, special education and special subjects (e.g. art, music, etc.). Up to four (4) administrators may also serve on the committee. All meetings shall occur at the conclusion of the school day.

The Committee shall be responsible for receiving proposals for professional development from groups of teachers or administrators. These proposals shall be for training sessions, consultant/speakers or specialized materials that are applicable to particular age groups, learning needs or subject areas.

Department Heads, Teachers, Curriculum Coordinators, Program Directors, and Administrators may submit proposals to the Committee for training that is appropriate for staff members in particular departments or programs. The Professional Development Committee will present all proposals for staff development to the Superintendent. These proposals may be designed in cooperation with neighboring districts or other appropriate private and public agencies. Final approval of all proposals shall be at the full discretion of the Superintendent.

The Committee shall publish a list of professional development activities along with descriptions thereof, and scheduled dates and locations. Individual department heads, program directors, and building administrators may offer individual staff members selected optional training sessions.

The Administration will provide certificates of attendance (based on number of hours attended) to participant teachers for all professional development activities to be used toward professional development points.

Teachers who provide "train-the-trainer" professional development to their peers will be compensated \$500.00 upon successful completion of:

- a. Ten hours of professional development workshops they provided in a given school year; and
- b. Submission of a product as a result of the ten-hour professional development workshop.
- c. As a result of the above, ten hours of professional development and submission of a product to the Superintendent or his/her designee, will trigger a professional development plan (PDP) certificate to be issued through the Academic Affairs office.

Tuition Reimbursement

- 1. The School District will establish a tuition reimbursement fund not to exceed \$100,000 per fiscal year.
- 2. Tuition reimbursement will be provided for up to three graduate courses per teacher per year under the following circumstances, subject to Section 1:
 - (a) Prior approval required from the Superintendent of Schools to be eligible for course reimbursement(s).
 - (b) Each course will be reimbursed up to \$1000.00 per course, up to three courses total, per fiscal year.
 - (c) Reimbursement will be provided after successful completion of said graduate course(s) at a point or letter grade of "3.0" or "B" or above.
 - (d) Reimbursement will be provided after the teacher has submitted proof of Superintendent Approval and proof of payment along with the university or college grade report of 3.0/B or higher.
- 3. Reimbursements will be processed in a timely manner upon receipt of all completed coursework and grade report submission(s) to the Superintendent of Schools and/or his/her designee, subject to section 1 above.
- 4. The District will distribute tuition reimbursements on a first-come, first-served basis with no proportionate adjustment. When the \$100,000 per fiscal year is reached, there shall not be any further reimbursement by the District and no further applications for reimbursement will be accepted by the District, provided, however, a teacher may appeal for a waiver of this restriction regarding eligibility for reimbursement to the appeal Committee, consisting of the Superintendent, the Business Administrator, the Association President, and a teacher designated by the Association President. The Appeal Committee may authorize reimbursement in accordance with the Article and the Appeal Committee's decision shall be final and not subject to Article XX.

ARTICLE X- ABSENCE POLICY

- 2. Condolence time of up to ten (10) school days will be allowed to any member upon the death of a spouse, child, grandchild, or stepchild.
- 3. Condolence time of up to five (5) school days will be allowed to any member upon the death of a father, mother, stepparent, brother, sister, step-sibling and any other person living in the household.
- 4. Condolence time of up to three (3) school days will be allowed to any member upon the death of a mother-in-law; father-in-law; son-in-law; daughter-in-law.
- 4. Condolence time of up to two (2) days leave with pay shall be granted to any member who is absent due to the death in the family other than immediate relatives. (This shall include the following relatives of the member: grandparents, aunts, uncles, nieces, nephews, sister-in-law, brother-in-law, ex-spouse and first cousin). In addition, members would have the option to use up to one (1) personal day during the mourning period, but limit is not to exceed three days. This time shall not be deducted from sick leave.
- 5. In case of a death of any other member of the member's family or that of a close personal friend whose funeral the person feels obligated to attend, the pay for a substitute only shall be deducted from the member's pay if the member must stay out for the day. The Superintendent's approval is required.
- 6. Time off will be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher will be paid his/her regular salary less military pay.
- 7. In the event of absence for any other reasons, there shall be deducted 1/182nd of the annual salary per day.
- 8. Each member is responsible for using the District's electronic absence management system to record an absence.
- 9. The District will compensate members called to jury duty at their per diem rate of pay for the first three (3) days. If the member continues on jury duty longer than three (3) days, the employer will pay the per diem less court payment, exclusive of any mileage reimbursement.
- 10. Members who are subpoenaed or summoned to court in circumstances which are beyond their control will be granted time off without loss of compensation for such purposes.

ARTICLE XI - SICK LEAVE PLAN

1. Sick leave will be accumulated at the rate of one and one-half (1 ½) days per month to a maximum of fifteen (15) days per year. The maximum number of days that can be accumulated under the terms of this contract period will be one hundred-eighty (180).

Accumulated sick leave may be used in any capacity, including but not limited to consecutively for 180 days, with a note from the member's medical provider. No member will be dismissed for incapacity while having accrued sick days.

Any procedure ordered by a doctor may be taken as a sick day provided the procedure could not be scheduled outside of school hours.

- 2. There will be a deletion of one (1) day from the accumulation for each sick day. Each year a member begins with the accumulation adjusted for sick days.
- 3. A doctor's certificate could be required for personal illness of five (5) or more consecutive days or eighty (80%) percent of the school days in any period more than two (2) weeks but less than two (2) months.
- 4. Effective 2019-2020, upon retirement a member shall receive thirty-two dollars (\$32.00) for each day of accumulated sick leave over 75 days not to exceed two thousand five hundred sixty (\$2,560.00) dollars. A minimum of ten (10) years of consecutive service in the Spencer-East Brookfield Regional School District is required for eligibility.
- 5. Effective 2020-2021 & 2021-2022, upon retirement a member shall receive forty (\$40.00) dollars for each day of accumulated sick leave over seventy-five (75) days not to exceed four thousand (\$4,000.00) dollars. A minimum of ten (10) years of consecutive service in the Spencer-East Brookfield Regional School District is required for eligibility.
- 6. Prior to October 1 of each school year, each member shall be given upon request, a written statement showing the number of days of accumulated sick leave to his/her credit as of the beginning of the current school year.
- 7. Members may use up to a maximum of five (5) sick days per year to attend to the illness of an immediate family member.

ARTICLE XII – SICK LEAVE BANK

1. Purpose

A voluntary Sick Leave Bank ("Bank") will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or injury, and who require additional leave to permit recovery from their own extended illness.

2. Membership

All such members may participate in the Bank by advising the Superintendent in writing prior to September 30 of the year they first join the Bank. In the event that a member enters the employ of the District after the start of the school year, said member shall indicate his/her desire to participate in the Bank within thirty (30) calendar days of beginning work. Every member who wishes to be a member of the Bank will contribute two days from his/her accumulated leave.

3. Administration of the Bank

- a. The Bank shall be administered by the Sick Leave Bank Committee ("SLB Committee") consisting of the Superintendent, two SEBTA officers, and two Administrative Leadership Team members. The Superintendent or designee shall maintain records pertaining to the Bank.
- b. The decisions of the SLB Committee with respect to eligibility and entitlement shall not be arbitrary or capricious and may be grieved via the grievance procedure based on this standard.
- c. Decisions relating to the granting of days from the Bank shall not affect the District's right to make independent determinations regarding the appropriateness of any employee's use of sick leave.

4. Application for Benefits

Application for benefits must be in writing and accompanied by medical evidence of illness, submitted by a physician. The SLB Committee may request a second opinion, at the District's expense, by a specialist in the area of the illness if abuse is suspected.

5. Granting of Days

- a. Members must have exhausted all accrued leave before they are eligible to access the bank.
- b. The initial grant of sick leave by the SLB Committee shall not exceed 30 days for PTS teachers and up to 20 days for non-PTS teachers.
- c. Additional days for PTS teachers may be granted by the SLB Committee following the initial thirty (30) day period, upon demonstration of need by the applicant.
- d. Days granted but not used by the applicant will be returned to the Bank.
- e. Participating members who are disabled from working due to a personal illness or injury are eligible to draw, during any school year, up to one hundred twenty (120) days from the Bank in the case of participating members with professional teacher status. In the case of participating members who are without professional teacher status, first and second year teachers may receive up to 40 days; third year teachers may receive up to 60 days.
- f. The Superintendent shall have the discretion to grant days from the bank beyond the limits set forth above in unusual circumstances.

6. General Criteria

In administering the Bank and determining the amount of leave, the SLB Committee shall grant leave equitably to further the purposes of the Bank, and in consideration of factors such as medical evidence of serious illness or injury.

7. Funding

- a. The unused days in the Sick Leave Bank shall be carried from year to year.
- b. In the event the Sick Leave Bank goes below 90 days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit into the Bank. The District shall give notice in such event, and anyone wishing to withdraw from the bank at this time must give notice to the SLB Committee within 15 calendar days of the date the notice is issued.
- c. When an employee returns after using the Bank, s/he shall be required to deposit one (1) day into the Bank within 10 months of returning from leave.

ARTICLE XIII - PERSONAL DAYS

All members of the bargaining unit shall be entitled to three (3) personal days with pay in accordance with the following:

- 8. Reasons for personal leave shall be:
 - a. Religious reason
 - b. Personal business
 - c. Household/family reason
 - d. Medical reason
- 9. Personal days are intended for events which cannot be taken care of during non-school time.
- 10. Requests must be given to the Superintendent's Office at least twenty-four (24) hours in advance, except in emergency. In the event of an emergency, written requests shall be made no later than the second day following the return. All requests must be approved by the Superintendent or his/her designee.
- 11. The parties agree that personal days are not intended to extend a vacation or holiday period, however, this does not preclude use of personal days in accordance with 1. A-d above. In cases where a staff member is on vacation and return is delayed due to unforeseen circumstances beyond the control of the teacher, a personal day may be used. Documentation of the circumstances may be required.

- 12. The administration shall be entitled to determine approval/disapproval of each request based on contractual provisions. This shall include questions to ascertain information in the following manner:
 - a. Is the association member to receive non-school compensation during personal day time?
 - b. Is the personal day an extension of a holiday/vacation purpose?
- 13. All Members will use the District's electronic absence management system to account for personal days, which must be submitted at least twenty-four (24) hours in advance of the requested personal day off, except in emergencies.
- 14. Individuals are not required to write reasons on the Personal Day Request Form for approval and may be advised by the SEBTA not to do so. However, each person shall maintain their individual rights in this regard.
- 15. Any unused personal days will be converted to sick days at the conclusion of the school year.

Other Absences

- 1. When personal days have been exhausted members shall receive their per diem rate of pay less substitute's pay for an absence(s) approved by the Superintendent.
- 2. In the event the Superintendent does not approve an absence for payment in accordance with number one above, the Superintendent may grant a day(s) off with loss of pay (1/182nd of the annual salary).

STATUTORY LEAVES (FMLA, MPLA, and SNLA)

- 1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA.
 - Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").
- 2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or

injured in the line of duty while on active duty in the military.

- 3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
- 4. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- 5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute.

For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available.

Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave, except as detailed in the following section. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

Availability of Pay for Statutory Leaves and Availability of Additional Unpaid Leave

The statutes referenced above provide for unpaid leave in the amounts indicated in the sections above and in the laws and regulations referenced. The statutes provide that the question of whether leave will be paid is governed by the policies of the employer. In this case, the policies of the employer pertaining to paid leave are embodied in this Agreement. This section clarifies and sets forth the situations and amounts of paid leave available to be used concurrently with the statutory leaves described above.

- 1. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.
- 2. Non-Birthing Parent. If an employee becomes a parent without giving birth (e.g., because employee's spouse gives birth to a baby, or the employee adopts a child aged 5 or over) and is therefore not eligible for sick leave due to the employee's own temporary disability, the employee will be able to access up to 15 days of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District.
- 3. Adoption/Parents via Surrogacy. If an employee adopts/surrogacy a young child under the age of 5, the employee may access up to 8 weeks (40 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District. If both parents are employees of the District the 8 weeks shall be in the aggregate.
- 4. Extended Unpaid Parental Leave. A teacher shall be allowed an unpaid parental leave of up to one (1) year following the September 1 after the birth or placement through adoption of a child. All parental leave requests must be made in writing to the Superintendent at least sixty (60) days in advance, or as soon as practicable if such notice is not possible.

A teacher on a full year leave of absence shall inform the Superintendent of the teacher's decision either to return to work or to resign by May 1 of the calendar year in which the leave is to end. Where such leave exceeds the statutory leave periods, the District shall have the right to conform the length of the leave to natural breaks in the school year for the benefit of students.

OR

Extended Unpaid Parental Leave. A member may request an extension of unpaid parental leave of up to 20 school days. The Superintendent shall have the discretion to grant or deny such a request after giving due consideration to the needs of the District and the needs of the teacher.

5. Family Sick Leave. Employees who access FMLA or SNLA leave in connection with the illness of a family member may access paid leave only as set forth here. Employees may access paid personal leave, if available, for SNLA leave. Employees may access a maximum of 15 days of paid leave during an FMLA leave for the illness of a family member, inclusive of the 5 days of leave available pursuant to sick leave plan for illness in a teacher's family. This means that any of the 5 days of sick leave available for family illness has been used, it will reduce the amount of paid leave available to use in connection with an FMLA leave taken for family illness.

ARTICLE XIV- LEAVE OF ABSENCE

Leaves of absence for professional improvement and other reasons shall be granted in accordance with the following:

- 3. All leaves of absence are subject to approval in advance by the Superintendent.
- 4. Leave of Absence shall not exceed one (1) school year. The Superintendent, at his discretion, could allow an extension of this period.
- 5. Employees requesting leaves of absence must be professional status teachers/nurses with four (4) years of experience in the school district.
- 6. A member on leave will not return during a school year except by approval of the Superintendent.
- 7. A member returning from Professional Improvement Leave will be placed on the salary schedule one step higher than he or she was on prior to leaving and will be given credit on the salary schedule for professional improvement courses taken during leave of absence.
- 8. No salary will be paid during Leave of Absence.
- 9. Employees on leave of absence for reasons other than professional development will not upon return be paid an increment for the year of leave.

ARTICLE XV - PROTECTION

- 10. Members shall immediately report to their principal in writing all cases of assault suffered by them in connection with their employment.
- 11. Whenever a member is absent from school as a result of personal injury compensable under the Mass. Workmen's Compensation Laws, and caused by an assault arising out of and in the course of his employment, he/she shall be paid his full salary for the period of such absences for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave.

Any amount of salary payable pursuant to this Article XV shall be reduced by the amount of any workmen's compensation award for disability due to the said assault injury for the period for which said salary is paid.

The Superintendent shall have the right to have the member examined by a physician designated by the Superintendent for the purpose of establishing the length of time during which the said member is disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate workmen's compensation proceeding for the period of disability, the opinion of said physician as to the period of disability shall control the period.

ARTICLE XVI - TEACHER/NURSE EVALUATION

- All monitoring and/or observation of the work performance of a teacher/nurse will be conducted openly and with full knowledge of the member. Members will be given a copy of the evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors. A space shall be provided on the evaluation sheet for comments.
- Section B. Any formal, written complaint regarding a teacher/nurse made to any member of the administration by any parent, student or any person will be promptly called to the attention of the individual.
- Section C. In the case of an evaluation report regarding instructional performance, the person or persons making the report must have observed the teacher in classroom performance at least once and offered constructive criticism, if necessary to assist the teacher to improve teaching.
- Section D. All non-professional status teachers/nurses shall receive a copy of their evaluation reports placed in their file within ten (10) school days of each evaluation. The ten (10) days begin at the date the teacher and supervisor sign the evaluation.
- Section E. Members will have the right, upon request by appointment with the Administration, to review the contents of their personnel file, excepting however, any confidential references given at the time of their employment. At the member's request, a representative of the Association may accompany the individual in such review.
- A member of the bargaining unit shall be entitled to have a representative of the Association, if he/she chooses, when he/she is required to meet with Administrative personnel for an alleged infraction of discipline or delinquency in professional performance. "The members bear the responsibility of choosing an Association representative, and failure to choose shall not be subject to grievance or arbitration procedures."

 Members will be given twenty-four (24) hour notice of such meetings, except for good cause to resolve critical incidents/emergencies.
- Section G. No member with professional teacher status will be disciplined, dismissed, reduced in rank, compensation or deprived of any professional advantage without just cause. The parties agree that this provision does not apply to the non-reappointment of nonprofessional status teachers.
- Section H. No material derogatory to a member's conduct, service, character or personality will be placed in his personal file unless the teacher has had

the opportunity to review the material. The member will acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The member will also have the right to submit a written answer to such material and his answer shall be reviewed and signed by the Superintendent of Schools and attached to the file copy. Such signature of the Superintendent shall not necessarily mean concurrence with such member's written answer.

<u>Section I.</u> Evaluations shall be conducted only by school personnel assigned evaluation responsibilities in their job descriptions.

Section J. Each non-professional status teacher shall be evaluated annually as follows: A minimum of two (2) formative classroom evaluations shall be completed by March 15, a self-assessment form shall be completed by the teacher by March 15, and one (1) summative evaluation shall becompleted by the principal or his designee, and a conference shall be held by the first week in June.

Each professional status teacher shall be evaluated biannually in the applicable year as follows: One (1) formative classroom evaluation shall be completed between October 1 and December 15, a self-assessment form shall be completed by the teacher by March 15, and one (1) summative evaluation shall be completed by the principal or his designee and a conference shall be held by the first week in June. Additional formative classroom evaluations are required if two (2) or more negative blocks ("Needs Improvement" or "Unsatisfactory") are checked.

Additional evaluations may be made at the discretion of the evaluator if a need as described in the preceding sentence is determined, or at the request of the teacher. It is understood that the above-mentioned forms constitute the total evaluation for a given year. The evaluations will be reviewed by the Superintendent and placed in the staff member's personnel file in the central office.

Section K. A committee made up of three (3) administrators, four (4) teacher association representatives and the Superintendent will meet to review the present evaluation form. If this committee approves a new form by a two-thirds (2/3) vote and such form is ratified by the Association and the School Committee, the new form will be used in the next school year following ratification.

ARTICLE XVI SECTION A – TEACHER/NURSE EVALUATION

The IBB TEAM Agrees to establish an educator evaluation subcommittee made up of Unit A Executive Board members and the administrative leadership team whose charge – is to make sure the evaluation tool (forms), timelines and evaluation processes are current with all aspects of MGL. Any agreement will be subject to ratification by Unit A membership and School Committee. See Article XXX - Zipper Clause

ARTICLE XVII - POSTING OF PROFESSIONAL POSITIONS

- 1. Whenever any vacancy in a full-time permanent position occurs during the school year, (September-June), it will be publicized by a posting in each school. During all months, written notice of vacancies shall be forwarded to the home of the SEBTA president or his/her designee. Additionally, a notice will be mailed to each staff member who has provided a self-addressed, stamped envelope to the administration office.
- 2. All qualified members will be given adequate opportunity to make application for promotional positions, and the Superintendent and/or Principal agrees to give consideration to the professional background and attainments of all applicants, the length of time each has been in the school system, recommendations and references, interview performance and other relevant factors. The Superintendent and/or Principal agrees to interview all qualified teachers already employed by the School District.
- 3. Appointments will be made within the established or amended timelines of the Superintendent and/or Principal. Vacancies which are not filled within the timelines shall be reposted and all currently employed teachers shall be eligible to apply or reapply.

ARTICLE XVIII - TRANSFERS - VOLUNTARY AND INVOLUNTARY

Although the Committee and the Association recognize that the transfer of members may be necessary, they also recognize that frequent transfers can be disruptive to the educational process. Therefore, the parties agree to the following procedures:

- 4. All members shall have the right to volunteer for open positions within their certification. All volunteers shall be interviewed by the appropriate administrator(s) prior to an appointment to the position. All volunteers must apply in writing by the closing date for the position or within five (5) days of posting for positions described as "immediate opening" without a deadline for application.
- 5. When transfers (voluntary and involuntary) of members from their current assignment to a new assignment are necessary, a member's area(s) of certification, major or minor field of study, and years of service in the Spencer-East Brookfield Regional School District shall be considered in determining which member is transferred.

At the secondary level, assignment shall generally mean school and department. At the elementary level, assignment shall generally mean school and grade level. The parties agree that the provisions of the Section shall be at the discretion of the Superintendent from August 1 to October 1 each year unless notice of transfers was provided prior to August 1.

- 6. An involuntary transfer shall be made only after a meeting between the member involved and the Superintendent (or his designee), at which time the member shall be notified of the reasons for the transfer. In the event that a member objects to the transfer, the member may notify the Association of the disagreement. The Association, after review of the transfer, may request a meeting with the Superintendent (or his designee) who will meet with the Association's representative to discuss the transfer.
- 7. Notice of transfer will be given to members as soon as practicable, and under normal circumstances not later than June 1.

ARTICLE XIX - REDUCTION IN FORCE

- A. The District retains the right to reduce the number of teachers on its staff in accordance with G.L. c.71, Section 42. A decision to reduce the staff for other than disciplinary reasons shall not be subject to arbitration.
- B. In the case of any layoff or reorganization, the teachers retained shall be those best qualified for the positions that remain, in the judgment of the Superintendent.
 - 1. If the position to be eliminated in a particular department is held by a professional status teacher, that teacher may displace a non-professional status teacher; provided, that the professional status teacher is properly licensed for the position he or she seeks to assume.
 - 2. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Qualifications shall include, primarily, indicators of performance as defined herein, and shall also include, professional training, other active and inactive licenses held, other materials in the personnel file, and the anticipated needs of the school district. Seniority, as defined below, shall be considered as a tie-breaker among teachers whose qualifications are no different using the criteria in this Article.
 - 3. Indicators of performance shall include: ratings from performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); disciplinary history; attendance; and commendations/awards for the past five (5) years. These are not to be considered as a listing of priorities but are identified to indicate that a judgment will be made if and when reductions become necessary with

each of the above factors being given appropriate weight.

- C. For purposes of this Article, seniority shall mean the length of continuous service to the District in the bargaining unit, beginning with the first day for which compensation was received, including any periods of authorized leave of absence. Should a member of the bargaining unit accept a position in the employ of the District which is outside of the bargaining unit, seniority as defined in this paragraph shall not be lost, but it shall cease to accumulate until such time as said person might return to the unit.
- D. Any teacher who is determined to be excess in a particular subject area and who is qualified, as defined in M.G.L. C. 71, s. 42, to teach in another subject area may displace a person in that other area subject to the criteria in paragraph B.
- E. Teachers who have been laid off under this Article shall have recall rights for two years following the effective date of the layoff. Teachers with recall rights shall be offered vacant positions for which they are qualified in accordance with paragraph B. Teachers with recall rights may decline recall to temporary or substitute positions and still maintain said rights for the remainder of the aforementioned time period but will forfeit such rights if they decline recall to a permanent vacancy that is available prior to the beginning of a school year. A teacher who accepts a Massachusetts retirement pension, or any contractual retirement benefits after a layoff shall not be subject to recall.
- F. If a teacher is recalled under this Article, such teacher shall have restored all of the benefits to which he/she was entitled prior to the layoff including any accumulated sick leave, seniority, and professional teacher status. A recalled teacher shall be placed on the Salary Schedule on the same step as that on which he/she was being paid at the time of the layoff.

ARTICLE XX - GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereafter 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 always be as informal and confidential as may be appropriate for the grievance involved; and nothing in this contract shall prevent any such employee from individually presenting any grievance of the employee.

Any apparent injustice in non-teaching assignments may be subject to grievance procedure in which case the regular grievance process will be waived and it will reach level 5 of the grievance procedure within a period of fifteen (15) school days (not applicable to nurses).

Nothing under the grievance procedure shall prevent the Professional Rights and Responsibilities Committee or School Committee from instituting a grievance against any individual.

Level One

The aggrieved employee shall discuss the grievance with a member of the Professional Rights and Responsibilities Committee of the Association.

Level Two

If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented written and dated by the employee and a member of said Committee to the appropriate intermediate supervisor of the employee.

Level Three

If at the end of five (5) school days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, file with the President of the Association and the Chairman of its Professional Rights and Responsibilities Committee a written statement of grievance. Within five (5) school days thereafter, such statement shall be reviewed with the employee by the said President or Chairman, and if after such review the employee shall so desire, the grievance shall forthwith be presented in writing by the employee and the President or Chairman to the Superintendent, who shall, within ten (10) school days thereafter, meet with the said President or Chairman in an effort to settle the grievance.

Level Four

If at the end of the five (5) school days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the said President and Chairman shall notify in writing the employee's desire to have the grievance presented to the School Committee; and within five (5) school days following receipt of any such notice the Professional Rights and Responsibilities Committee of the Association shall meet with the said President and employee to decide whether or not the Association shall present the grievance to the School Committee. If the Professional Rights and Responsibilities Committee shall so vote, the grievance shall forthwith be presented in writing by the Association to the School Committee who shall meet with the Professional Rights and Responsibilities Committee, and said President, and the employee in an effort to settle the grievance.

Level Four shall apply only as to grievances within the jurisdiction of the School Committee, as determined by the School Committee. In the event that the School Committee notifies the Association that a grievance is not within its jurisdiction, the Association shall be entitled to proceed to arbitration pursuant to the provisions of Level Five below.

Level Five

If at the end of the twenty-five (25) school days next following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the

grievance shall involve the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within the ten (10) school days next following conclusion of such period of twenty-five (25) school days, present the grievance for arbitration; in which event the School Committee and the Association shall forthwith submit the grievance to the State Department of Labor Relations for disposition in accordance with the applicable rules of the said State Department of Labor Relations. The expenses of such arbitration shall be shared equally by the School Committee and the Spencer-East Brookfield Teachers' Association, and the award made shall be final and binding upon the School Committee, Association, and aggrieved employee.

<u>Miscellaneous</u>

- 8. If at the end of the ten (10) school days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth in the grievance section above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure set forth in the grievance section above, the grievance shall be deemed to have been waived; and any grievance shall be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by said grievance section.
- 9. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- 10. No written communication, other document, or record relating to any grievance shall be filed in the personnel file except a summary of the decision maintained by the School Committee of the Spencer-East Brookfield Regional School District for any employee involved in presenting such grievance.
- 11. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limited shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 12. Any decision, course of conduct, or other action which becomes the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent or the Committee. A decision at any level of the procedure in favor of the aggrieved person, however, shall provide appropriate restitution or other remedy for the period during which the grievance is suffered.

ARTICLE XXI - SYSTEM OF PAYMENT

Teachers' salaries will be paid on the basis of twenty-one (21) or twenty-six (26) payments. Each teacher has the option to select the method of payment he/she desires. Once a teacher selects a payment schedule, he/she cannot change this option during the school year. A teacher being paid on the basis of twenty-one (21) payments or twenty six (26) payments may, if he/she desires, receive the balance of salary earned as of June 30th. Employees shall provide notice of payment choice upon the signing of their individual contracts each year.

ARTICLE XXII – TRAVEL

All itinerant members, when using their vehicles for travel related to their employment, shall be compensated at the rate established by the IRS.

ARTICLE XXIII - INSURANCE

- 13. Employees shall have the opportunity to join such health insurance program as may be offered by the Region, as well as a life insurance program providing fifteen thousand (\$15,000) dollars coverage.
 - A. The School District will continue the HRA reimbursement account to cover copay and deductible increases with the following exceptions: (1) emergency room with the district paying only \$100 of the \$150 charge and the employee paying \$50; and (2) high tech imagery on the same basis as the emergency room, with \$100 of the \$150 being paid by the District and the employee paying \$50.
 - B. The HRA reimbursement account shall have a cap of \$100,000 per year for all School District employees.
 - C. The parties agree, as to the Wellness Program as follows:

The Association agrees to cooperate with the District in the establishment, implementation, and administration of the Wellness Program.

ARTICLE XXIV- RESIGNATION

Except in an emergency, at least thirty (30) days' notice shall be given in case of resignation to accept a new position and in no case shall a member ask for, or the Superintendent accept, a resignation between August 1st and October 1st of any school year.

ARTICLE XXV- RETIREMENT

1. Any member of the Massachusetts Teachers' Retirement System in the employ of the Spencer-East Brookfield Regional School District who has ten (10) years of service and has made final plans to retire will receive the following:

Sick Leave Plan:

Unit A members will be entitled to sick leave buy back upon retirement as follows:

Retiring during the 2019-2020 School Year:

A. Members shall receive thirty-two (\$32.00) dollars for each day of accumulated sick leave over seventy-five (75) days not to exceed two thousand five hundred sixty (\$2,560.00) dollars. A minimum of ten (10) years of consecutive service in the Spencer-East Brookfield Regional School District is required for eligibility.

Retiring subsequent to the 2019-2020 School Year:

B. Members shall receive forty (\$40.00) dollars for each day of accumulated sick leave over seventy-five (75) days not to exceed four thousand (\$4,000.00) dollars. A minimum of ten (10) years of consecutive service in the Spencer-East Brookfield Regional School District is required for eligibility.

Retirement during the 2019-2020 School Year:

- 1. Any member of the Massachusetts Teachers' Retirement System in the employ of the Spencer-East Brookfield Regional School District with ten (10) years of service with The Spencer-East Brookfield Regional School District and has made final plans to retire will be eligible for a retirement bonus as follows:
 - A. The employee must notify the Superintendent of Schools of his/her desire to retire on or before January 1st prior to the last full school year (last contract.)
 - B. The employee must retire after the conclusion of the school year, before the beginning of the next school year or at the end of the first half of the school year (end of first semester).
 - C. A ten percent (10%) bonus in the rate of base salary, not including extra duties and/or coaching assignments, effective September 1st of the final year of service.
 - D. The employee will receive the bonus payment along with their final paycheck after reaching their retirement date.

Retirement subsequent to the 2019-2020 School Year:

1. Any member of the Massachusetts Teachers' Retirement System in the employ of the Spencer-East Brookfield Regional School District with ten (10) years of service with The Spencer-East Brookfield Regional School District and has made final plans to retire will be eligible for a retirement bonus as follows:

- A. The employee must notify the Superintendent of Schools of his/her desire to retire on or before January 1st prior to the last full school year (last contract).
- B. The employee must retire after the conclusion of the school year, before the beginning of the next school year or at the end of the first half of the school year (end of first semester).
- C. The retirement bonus will be the lesser of 10% the employee's final year salary, not including extra duty or coaching stipends, or \$7,000.
- D. The employee will receive the bonus payment along with their final paycheck after reaching their retirement date.
- 2. Eligible staff members who retire as a result of poor health will not be required to provide the notification requirement in 1.A. above, provided his/her letter of retirement is accompanied by a doctor's certificate verifying his/her poor health. Such medical notification may be confirmed by the District.

ARTICLE XXVI - NURSES

- 3. Nurses shall be paid their per diem rate of pay for every day worked after the school year compiling immunization certification information with the prior approval of the Superintendent or his/her designee.
- 4. Each nurse shall be covered by a liability insurance policy at the expense of the School District.

ARTICLE XXVII - SCHEDULE CHANGES

- 5. Courses to be applied to the Salary Schedule must be courses which have been approved in advance by the present or former Superintendent.
- 6. Teachers who achieve schedule changes will be placed on their proper step in September and in February first payday of the month. Courses must be completed by September 1 and February 1 in order for the schedule change to be implemented unless class cancellations or other exigencies cause the course to be extended beyond September 1 and February 1.
- 7. Professional Development for credit will be encouraged but will not be compulsory. All professional development courses for credit must be approved in advance by the Superintendent.
- 8. Annual increments will not be withheld except for just cause.
- 9. The policy concerning credit for previous teaching experience shall be determined solely by the Superintendent. Any teacher with experience in other school systems shall receive credit from step one (1) to step thirteen (13) at the sole discretion of the Superintendent

on a case by case basis. Decisions made on any case shall not, in any way, be precedent setting for any other placement of a teacher on the pay schedule.

- 10. The pay of substitutes shall be determined by the Superintendent.
- 11. Courses to be applied to the Master (+) schedules must be approved courses taken after the award of the Master's Degree.
- 12. At least fifty (50%) percent of the courses must be in the subject matter area of courses designed to improve the classroom methods or techniques of the classroom teacher. Courses taken in non-teaching areas (e.g. guidance and administration) may constitute no more than fifty (50%) percent of the courses to be applied to the schedules. All honorably discharged veterans (teachers and nurses) with twenty-one (21) or more months of active military service will be allowed one additional step on the salary schedule. In addition, any member who has served in the Peace Corp or Vista for twenty-one (21) months or more will be allowed one (1) additional step on the salary schedule.

ARTICLE XXVIII - INCLUSION

1. If an inclusionary staff person (who would be one member of the regular classroom schedule) is administratively reassigned from their regular schedule, a substitute is to be provided. If a substitute is not provided, the per diem compensation of the reassigned teacher shall be paid proportionally to the affected teachers.

ARTICLE XXIX - ZIPPER CLAUSE

The SEBTA and Committee agree that each has had the opportunity to bargain for any provision that they wished in this Contract and each expressly waives the right to reopen for any other proposals or demands except as provided in this or other articles. Each agrees that this Contract constitutes a completed agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this Contract.

ARTICLE XXX - SUB-COMMITTEES

- 13. Sub-Committees will be established at the outset of this agreement to study and then subsequently implement changes to the master schedule at the Knox Trail Middle School as well as in the area of Educator Evaluation.
 - a. Middle School Subcommittee: In grades 5-8, a joint committee of Association and Administration representatives shall continue to develop an alternative to block scheduling and the pilot program developed by such group and ratified by both parties shall be implemented.
 - b. Educator Evaluation Subcommittee: A joint committee of Association and Administration representatives shall continue to develop and refine the educator

evaluation tool and its processes. The educator evaluation program developed by such group will then be ratified by both parties and shall be implemented.

ARTICLE XXXI - MCAS REMEDIATION

MCAS remediation tutoring shall be \$35 per hour, unless the grant for the tutoring indicates a different hourly rate, in which case, the hourly wage referenced in the grant shall be paid instead.

ARTICLE XXXII - ATHLETIC DEPARTMENT

All athletic department assignments are subject to annual funding and appointment.

ARTICLE XXXIII - EXTRA DUTIES

All extra duty assignments are subject to annual funding and appointment.

ARTICLE XXXIV - DURATION

This Contract shall continue in effect from July 1, 2019 through June 30, 2022 and shall thereafter automatically renew itself for successive terms of one (1) year unless by the October 1st, next prior to expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate the Contract.

The School Committee and the Superintendent are public authorities with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or regulation or any agency in the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee and Superintendent retain all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

If the negotiations reach an impasse, this Agreement shall continue in effect until such impasse shall have been resolved.

ARTICLE XXXV - MANAGEMENT RIGHTS

The School Committee and Superintendent, subject only to the express provisions of this Agreement and state statutes, retain all rights directly or indirectly available under applicable law to organize, manage and operate the schools and educational activities of the District.

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

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT UNIT A SALARY SCHEDULE

					Year (3%)			
				MA		CAGS	CAGS+15	CAGS+30
Step	ВА	BA+15	Start	BA+30	MA+15	MA+30	MA+45	MA+60
1			48,000	49,716	51,066	52,493	54,120	55,749
2			49,200	51,034	52,420	53,805	55,473	57,142
3			50,430	52,386	53,809	55,150	56,860	58,571
4		-	52,321	54,350	55,827	56,805	58,424	60,182
5			54,021	56,116	57,641	58,509	60,031	61,837
6			55,642	57,799	59,370	60,264	61,982	63,847
7			57,172	59,388	61,003	61,921	63,532	65,443
8			58,687	61,021	62,681	63,562	65,120	67,079
9			60,154	62,547	64,248	65,151	66,748	68,756
10	-		61,959	64,736	66,497	67,594	69,251	71,334
11	64,557	66,446	•	67,164	68,991	70,129	71,848	73,831
12	67,907	69,795		69,179	71,061	72,233	74,003	76,046
13			-	70,736	72,660	73,858	75,668	77,757
14	71,149		_	72,257	74,113	75,520	77,371	79,507
15	71,149			73,702	75,595	77,030	78,918	81,097
16			-	75,176	77,107	78,571	80,496	82,719
17			-	77,243	79,227	80,732	82,710	84,994
18								
19								
20								
21								
22	73,343							

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT UNIT A SALARY SCHEDULE

			2020 - 202	21 School	Year (3%)			
				MA		CAGS	CAGS+15	CAGS+30
Step	ВА	BA+15	Start	BA+30	MA+15	MA+30	MA+45	MA+60
1			49,440	51,208	52,598	54,068	55,744	57,421
2			50,676	52,565	53,993	55,419	57,137	58,856
3			51,943	53,958	55,423	56,805	58,566	60,328
4			53,891	55,981	57,502	58,509	60,177	61,987
5			55,642	57,799	59,370	60,264	61,832	63,692
6			57,311	59,533	61,151	62,072	63,841	65,762
7			58,887	61,170	62,833	63,779	65,438	67,406
8			60,448	62,852	64,561	65,469	67,074	69,091
9			61,959	64,423	66,175	67,106	68,750	70,819
10			63,818	66,678	68,492	69,622	71,329	73,474
11	66,494	68,440		69,179	71,061	72,233	74,003	76,046
12	69,944	71,889		71,254	73,193	74,400	76,223	78,327
13				72,858	74,840	76,074	77,938	80,090
14	73,284			74,425	76,336	77,786	79,692	81,892
15	73,284			75,913	77,863	79,341	81,286	83,530
16				77,431	79,420	80,928	82,911	85,201
17				79,560	81,604	83,154	85,191	87,544
18								cli
19								
20								
21								
22	75,544							

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT UNIT A SALARY SCHEDULE

	2021 - 2022 School Year (3%)													
				MA	CAGS CA		CAGS+15	CAGS+30						
Step	ВА	BA+15	Start	BA+30	MA+15	MA+30	MA+45	MA+60						
1			50,923	52,744	54,176	55,690	57,416	59,144						
2			52,196	54,142	55,612	57,082	58,851	60,622						
3			53,501	55,576	57,086	58,509	60,323	62,138						
4			55,507	57,660	59,227	60,264	61,982	63,847						
5			57,311	59,533	61,151	62,072	63,687	65,603						
6			59,031	61,319	62,986	63,934	65,757	67,735						
7			60,654	63,005	64,718	65,692	67,401	69,428						
8			62,261	64,737			69,086	71,164						
9			63,817	66,356	68,161	69,119	70,813	72,943						
10			65,732	68,678	70,547	71,710	73,468	75,678						
11	68,489	70,493		71,254	73,193	74,400	76,224	78,327						
12	72,042	74,045		73,392	75,389	76,632	78,510	80,677						
13				75,044	77,085	78,356	80,276	82,492						
14	75,482			76,657	78,626	80,119	82,083	84,349						
15	75,482			78,190	80,199	81,721	83,724	86,036						
16				79,754	81,803	83,356	85,398	87,757						
17				81,947	84,052	85,649	87,747	90,170						
18														
19														
20														
21														
22	77,810													

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT HIGH SCHOOL EXTRA DUTY STIPENDS

High School Extra Duty Stipends	201	19-2020	202	20-2021	202	21-2022
Art Club	\$	500	\$	515	\$	530
Cheerleading Tournament	\$	1,316	\$	1,355	\$	1,396
Choral Director	\$	727	\$	749	\$	771
Computer Programming Club	\$	500	\$	515	\$	530
Computer-based Reading Program Coordinator	\$	538	\$	554	\$	571
Department Head	\$	2,453	\$	2,527	\$	2,602
Dir Project Fair	\$	1,055	\$	1,087	\$	1,119
Diversity Club	\$	1,000	\$	1,030	\$	1,061
Environmental Science Club	\$	1,000	\$	1,030	\$	1,061
E-sports Coach	\$	2,000	\$	2,060	\$	2,122
Freshman Class Advisor	\$	898	\$	925	\$	953
Game Club	\$	500	\$	515	\$	530
Healthy Decisions Club	\$	500	\$	515	\$	530
Junior Class Advisor	\$	1,271	\$	1,309	\$	1,348
Lead Nurse	\$	1,250	\$	1,288	\$	1,326
Marching Band Assistant	\$	3,759	\$	3,872	\$	3,988
Marching Band Director	\$	5,580	\$	5,747	\$	5,920
Math Club	\$	500	\$	515	\$	530
Musical Dir.	\$	1,733	\$	1,785	\$	1,839
National Honor Society	\$	1,940	\$	1,998	\$	2,058
Play Director	\$	1,628	\$	1,677	\$	1,727
Restraint Trainer (per semester)	\$	250	\$	258	\$	265
Science Club	\$	500	\$	515	\$	530
Senior Class Advisor	\$	1,429	\$	1,472	\$	1,516
Set Construction-Play/Musical	\$	1,067	\$	1,099	\$	1,132
Social Issues Club	\$	500	\$	515	\$	530
Sophomore Class Advisor	\$	898	\$	925	\$	953
Student Council Advisor	\$	2,133	\$	2,197	\$	2,263
Summer Reading Coordinator	\$	533	\$	549	\$	565
Technology Coordinator	\$	3,294	\$	3,393	\$	3,495
Virtual HS Site Coord (Per Semester)	\$	1,500	\$	1,545	\$	1,591
Yearbook Business Mgr	\$	1,055	\$	1,087	\$	1,119
Yearbook Director	\$	2,466	\$	2,540	\$	2,616
Total Extra Duty Stipends	\$	46,273	\$	47,661		49,091

SPENCER-EAST BROOKFIELD REGIONAL SCHOOL DISTRICT MIDDLE SCHOOL & ELEMENTARY SCHOOL EXTRA DUTY STIPENDS

Middle School Extra Duty Stipends	201	L9-2020	202	0-2021	202	21-2022
Art Club	\$	1,100	\$	1,133	\$	1,167
Band	\$	1,100	\$	1,133	\$	1,167
Cheerleading Club	\$	1,100	\$	1,133	\$	1,167
Chess Club	\$	1,100	\$	1,133	\$	1,167
Drama Club	\$	1,100	\$	1,133	\$	1,167
Fall Intramurals	\$	200	\$	206	\$	212
Gaming Club	\$	1,100	\$	1,133	\$	1,167
Garden Club	\$	1,100	\$	1,133	\$	1,167
Latin Club	\$	1,100	\$	1,133	\$	1,167
National Junior Honor Society Advisor	\$	1,500	\$	1,545	\$	1,591
Newspaper Club	\$	1,100	\$	1,133	\$	1,167
Peer Leader Advisor (1)	\$	1,500	\$	1,545	\$	1,591
Peer Leader Advisor (2)	\$	1,500	\$	1,545	\$	1,591
Robotics Club	\$	1,100	\$	1,133	\$	1,167
Spring Intramurals	\$	200	\$	206	\$	212
Student Book Club	\$	1,100	\$	1,133	\$	1,167
Student Council Advisor	\$	1,500	\$	1,545	\$	1,591
Table Top Games Club	\$	1,100	\$	1,133	\$	1,167
Technology Coordinator	\$	1,791	\$	1,845	\$	1,900
Tennis Club (1)	\$	1,100	\$	1,133	\$	1,167
Tennis Club (2)	\$	1,100	\$	1,133	\$	1,167
Winter Intramurals	\$	200	\$	206	\$	212
Yearbook Advisor	\$	1,100	\$	1,133	\$	1,167
Total Extra Duties Stipends	\$	24,891	\$	25,638	\$	26,405

Elementary School Extra Duty Stipends	20:	19-2020	20	20-2021	2021-2022		
Technology Coordinator	\$	1,791	\$	1,845	\$	1900	
Science Fair Director	\$	900	\$	927	\$	955	
Knowledge Olympiad	\$	900	\$	927	\$	955	
Basketball intramurals	\$	140	\$	144	\$	149	
Band	\$	1,100	\$	1,133	\$	1,167	
Total Extra Duty Stipends	\$	4,831	\$	4,976	\$	5,125	

AFTER SCHOOL PROGRAM POSITIONS

2018-2019 (0%)

After School Program Lead Teacher - 180 days a year x 3 hours a day x \$23 per hour = \$12,420 Annual Salary

After School Program Teacher/Generalist - 138 days a year x 2.5 hours a day x \$21 per hour = \$7,245 Annual Salary

After School Program Teacher/Generalist - 102 days a year x 2.5 hours a day x \$21 per hour = \$5,355 Annual Salary

After School Program - Co-Directors - 221 days a year x 3 hours a day x \$29 per hour = \$19,227 Annual Salary

2019-2022 ATHLETIC DEPARTMENT

All athletic department assignments are subject to annual funding by the School Committee and appointment by the Superintendent of Schools. Appointments shall be made one (1) month prior to the start of the respective sports season.

All athletic department appointments are subject to annual posting with application in writing to the Superintendent or his designee.

The Athletic Director's teaching schedule shall be reduced by one class for each semester. He/She shall be paid a stipend equal to two (2) head coaching positions at the high school in category 2.

The Assistant Athletic salary schedule will be at high school Cat. 2.

Salaries - High School

Category One

Head Varsity Football Coach

Category Two

Varsity Boys Basketball Coach Varsity Girls Basketball Coach

Fall/Winter Trainer

Assistant Athletic Director

Category Three

Varsity Field Hockey Coach Varsity Soccer Coach - Boys Varsity Soccer Coach - Girls Varsity Baseball Coach Varsity Softball Coach

Varsity Boys and Girls Spring Track

Spring Trainer

Category Four

Boys Cross Country Coach Girls Cross Country Coach Tennis Coach - Boys Tennis Coach - Girls

Tennis Coach - Girls
Golf Coach - Boys (Fall)
Golf Coach - Girls (Spring)
Football Assistant Coaches
Field Hockey Assistant Coach
Basketball Assistant Coach - Boys
Basketball Assistant Coach - Girls
Spring Track Assistant Coach

Baseball Assistant Coach
Soccer Assistant Coach – Boys
Soccer Assistant Coach - Girls

Softball Assistant Coach Varsity Indoor Track Coach

Category Five

Fall Cheerleading Coach Winter Cheerleading Coach Freshmen Football Coach Indoor Track Assistant Cross Country Assistant

Salaries-Middle School

Category One Football

Category Two Boys Basketball

Girls Basketball

Category Three **Boys Soccer**

Girls Soccer Baseball Softball

Field Hockey

Boys Cross Country Girls Cross County **Category Four**

		2019-2020						2020-2021						2021-2022					
					Step			Step						Step					
Cat	High School Athletic Stipends		1		2		3		1		2		3		1		2		3
<u> </u>																			
	Athletic Director	\$	10,266	\$	10,824	\$	11,494	\$	10,574	\$	11,149	\$	11,839	\$	10,891	\$	11,483	\$	12,194
<u> </u>		ļ.		_		L		Щ		$oxed{oxed}$				\perp		L			
1	Head Varsity Football Coach	\$	6,133	\$	6,412	\$	6,747	\$	6,317	\$	6,604	\$	6,949	\$	6,506	\$	6,802	\$	7,158
	Variation Davis Davishall Carab	_	E 422	_	5.440	_	5 747	<u> </u>		-								ļ.,	
	Varsity Boys Basketball Coach Varsity Girls Basketball Coach	\$	5,133	\$	5,412	\$	5,747	\$	5,287	\$	5,574	\$	5,919	\$	5,446	\$	5,742	\$	6,097
	Fall/Winter Trainer	\$	5,133	\$	5,412	\$	5,747	\$	5,287	\$	5,574	\$	5,919	\$	5,446	\$	5,742	\$	6,097
-	Assistant Athletic Director	\$	5,133	÷	5,412	\$	5,747	\$	5,287	\$	5,574	\$	5,919	\$	5,446	\$	5,742	\$	6,097
-	Assistant Athletic Director	13	5,133	\$	5,412	\$	5,747	\$	5,287	\$	5,574	\$	5,919	\$	5,446	\$	5,742	\$	6,097
3	Varsity Field Hockey Coach	\$	4,162	\$	4,439	Ś	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
	Varsity Soccer Coach - Boys	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
	Varsity Soccer Coach - Girls	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
	Varsity Baseball Coach	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
	Varsity Softball Coach	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
3	Varsity Boys and Girls Spring Track	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
	Spring Trainer	\$	4,162	\$	4,439	\$	4,722	\$	4,287	\$	4,572	\$	4,864	\$	4,415	\$	4,709	\$	5,010
						Ė		<u> </u>				Ť		Ť	7	Ť	.,	Ť	
4	Boys Cross Country Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Girls Cross Country Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Tennis Coach-Boys	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Tennis Coach-Girls	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Golf Coach-Boys	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Golf Coach-Girls	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Football Assistant Coaches	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Field Hockey Assistant Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Basketball Assistant Coach-Boys	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Basketball Assistant Coach-Girls	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Spring Track Assistant Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Baseball Assistant Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Soccer Assistant Coach-Boys	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Soccer Assistant Coach-Girls	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Softball Assistant Coach	\$	3,314	\$	3,593		3,871		3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
4	Varsity Indoor Track Coach	\$	3,314	\$	3,593	\$	3,871	\$	3,413	\$	3,701	\$	3,987	\$	3,516	\$	3,812	\$	4,107
	Fall Cheerleading Coach	\$	2,485	\$		\$	2,901	\$	2,560	\$	2,684	\$	2,988	\$	2,636	\$	2,765	\$	3,078
	Winter Cheerleading Coach	\$	2,485	\$	2,606		2,901	\$	2,560	\$	2,684	\$	2,988	\$	2,636	\$	2,765	\$	3,078
	Freshman Football Coach	\$	2,485	\$	2,606		2,901	\$	2,560	\$	2,684	\$	2,988	\$	2,636	\$	2,765	\$	3,078
_	Indoor Track Assistant	\$	2,485	\$	2,606	_	2,901	\$	2,560	\$	2,684	\$	2,988	\$	2,636	\$	2,765	\$	3,078
5	Cross Country Assistant	\$	2,485	\$	2,606	\$	2,901	\$	2,560	\$	2,684	\$	2,988	\$	2,636	\$	2,765	\$	3,078
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	Total High School Athletic Stipends	\$13	31,514	\$1	40,475	\$1	50,724	\$1	135,459	\$1	.44,689	\$1	55,243	\$1	39,523	\$1	49,030	\$1	.59,903

			2019-202	D		2020-202:	1	2021-2022						
			Step			Step			Step					
Cat	MS Athletic Stipends	1	2	3	1	2	3	1	2	3				
1	Football	2,485	2,696	2,901	2,560	2,777	2,988	2,636	2,860	3,078				
_ 2	Boys Basketball	1,710	1,896	1,875	1,761	1,953	1,931	1,814	2,011	1,989				
2	Girls Basketball	1,710	1,896	1,875	1,761	1,953	1,931	1,814	2,011	1,989				
3	Boys Soccer	1,503	1,688	1,875	1,548	1,739	1,931	1,595	1,791	1,989				
3	Girls Soccer	1,503	1,688	1,875	1,548	1,739	1,931	1,595	1,791	1,989				
3	Baseball	1,503	1,688	1,875	1,548	1,739	1,931	1,595	1,791	1,989				
3	Softball	1,503	1,688	1,875	1,548	1,739	1,931	1,595	1,791	1,989				
3	Field Hockey	1,503	1,688	1,875	1,548	1,739	1,931	1,595	1,791	1,989				
4	Boys Cross Country	1,287	1,476	1,660	1,326	1,520	1,710	1,365	1,566	1,761				
4	Girls Cross Country	1,287	1,476	1,660	1,326	1,520	1,710	1,365	1,566	1,761				
	Total MS Athletic Stipends	15,994	17,880	19,346	16,474	18,416	19,926	16,968	18,969	20,524				

Spencer-East Brookfield Regional School Committee	Spencer-East Brookfield Teachers' Association
a Zuth	BX1.Bsc1
Jason Monette, Chair	Peter Bogren, President
	Show M. Mills
Robert Orliz, Vice Chair	Thomas Miller, Vice President
May 1/g/	They a three
Michael Ethier, Member	Meaghan Pope, Treasurer
Maida Berthaure	Can Bale
Martha Berthiuame, Member	Tara Balunis, Secretary
Patricia Bergeron	Maureer Poltm
Patricia Bergeron, Member	Maureen Dalton, Member
Hacky Messeer	
Heather Messier, Member	
Wendy A. Pelchat, Member	
Date:	Date: