

Sutton Public Schools

383 Boston Road
Sutton, Massachusetts 01590



Agreement between
Sutton Teachers Association
and
Sutton School Committee
2014-2017

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ARTICLE I
PRELIMINARY MATTERS

A. Parties

This Agreement is effective from the first day of the 2014-2015 school year and continues in effect to and including the day prior to the start of the 2017-2018 school year and is between the SUTTON SCHOOL COMMITTEE (hereinafter referred to as the “**Committee**”) and the SUTTON TEACHERS ASSOCIATION (hereinafter referred to as the “**Association**”).

B. Preamble

1. Whereas, pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, the Committee and its designated representatives have met with representatives of the Association, and the parties have fully considered and discussed all proposals by either party as to salary, hours, and other conditions of employment.
2. Now, therefore, the Committee and the Association agree on the following provisions:

C. Scope

1. This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that relations between them shall be governed by the terms of this Agreement. No prior agreement or agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall not be treated as having been brought up and disposed of. Neither the Committee nor the Association shall be obligated to discuss any modification to this Agreement, which is to be effective during the term thereof. No modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.
2. If any provision of this Agreement, or any application of this Agreement to any employee covered by the term of this Agreement shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law; however, all other provisions or applications of this Agreement shall continue in full force and effect and such provisions found contrary to the law shall be renegotiated.

The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the Committee and Superintendent continue to retain the right to exercise, in their sole discretion, the duties, powers, responsibilities and rights provided by the Laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws in the control, discretion, and management of the Sutton School System.

D. Recognition

1. It is understood and agreed that the Committee, acting in accordance with the authority of Section 4 of Chapter 150-E of the Massachusetts General Laws, has recognized the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other conditions of employment for the Sutton School District employee unit identified as follows:

All teaching personnel employed by the Committee who hold licenses under Chapter 71 of the Massachusetts General Laws and all other personnel who hold such licenses and who perform a school-related function, such as librarians, reading coordinators, guidance counselors, reading specialists, hearing and speech pathologists, occupational therapists, physical therapists, integration specialists, psychologists, psychotherapists, adjustment counselors, long term substitutes (filling a position for a person for 91 days or more) and school nurses (including part-time nurses).

2. Unless otherwise indicated, the employees in the above unit will, hereinafter, be referred to as the “Members”. Any reference to male teachers will include all teachers, both male and female.
3. Excluded from the employee unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Coordinator of Pupil Services, Guidance Director, Special Education Director, Technology Director, Business Manager, Permanent Substitutes (full-time substitutes whose assignment varies daily based on teacher absences), short term substitutes (one who fills in for one person for a short period of time such as an eight (8) week maternity leave), and day-to-day substitutes.

ARTICLE II
SALARIES

A. Salaries

The salaries of all persons covered by this Agreement are set forth in Appendices A, B, and C, which are attached hereto and made a part hereof.

B. Payment of Salaries

1. All persons on the teachers’ salary schedule will be paid in twenty-six (26) installments. Salary increases are effective on the first day of school.
2. A teacher who selects to be paid in twenty-six (26) installments shall receive the last six installments in six separate checks on the last teacher scheduled payroll date for that pertinent school year.
3. Employees working less than the full contract period because of termination of contract, or beginning employment after the start of the school or contract year, shall

be paid for services performed plus earned and unused sick or personal days at a per diem rate determined by dividing the contract dollar figure by the contracted work year.

4. It is Committee policy to round off upward all contracts to be divided equally by the number of periods.
5. The Committee offers a district wide investment program to all Members of the Association. The program is a 403(b) savings account program created by the Massachusetts Teachers Association (MTA) and Sentinel Benefits Group, Inc. (SBG). The program consists of a variety of mutual fund investment options selected by the participant. All Members have the option to join the MTA program. The district will contribute a minimum sum of \$50, up to a maximum of \$100, for each Member account on an annual basis. By June 1st of each year the contract is in effect, the School Department will request an itemized bill from SBG for each Member enrolled in the plan. The School Department will pay the bill instructing SBG to add \$50 to the account of each participating Member. As with any investment opportunity, the Member's participation in the program is voluntary and it is the sole responsibility of the Member. The district has no fiduciary or other responsibility for the selection of mutual fund investments by the Member. The district provides no investment advice, nor has any liability for any investment results received by the member. An adequate pool of money will be set aside annually for this funding.

ARTICLE III
PAYROLL DEDUCTION

A. Teachers' Association Dues

1. It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the Association, the Massachusetts Teachers Association, and the National Education Association. Authorization must be in writing in a form similar to the one set forth below:

DUES AUTHORIZATION NOTICE

Name: _____
Address: _____

I hereby request and authorize the Sutton School Committee to deduct from my earnings and transmit to the Associations below the amount set forth for payment of the membership dues of such Associations in equal monthly payments during the current school year and for succeeding school years thereafter. I understand that the Committee will discontinue such deductions if I give the Committee sixty (60) days advance written notice to do so. I

hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee, and all of its officers, from any liability therefore.

<u>Organization</u>	<u>Per Annum</u>
Sutton Teachers Association	\$ _____
Massachusetts Teachers Association	\$ _____
National Education Association	\$ _____
TOTAL:	\$ _____

Date

Teacher's Signature

- The Association will verify to the Committee, in writing, the current rate of membership dues. The Association will give the Committee thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.
- Deductions referred to in Section 1 above will be made in equal installments from each paycheck beginning with the second paycheck in September or the first paycheck following the delivery of the teacher's authorization to the Committee. The Committee will not, however, be required to honor any paycheck deduction(s) for authorizations that are delivered later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

B. Agency Service Fee

- Members of the bargaining unit, who are not members of the Association, shall be required to select one of the following options annually:
 - Option A: Become a member of the Association.
 - Option B: Pay an agency service fee equal to approximately ninety (90%) percent of the annual dues of the Association.
 - Option C: Make a contribution to the Sutton Teachers Association Scholarship Fund in an amount equal to ninety (90%) percent of the annual dues of the Association.
- The Committee shall be under no obligation to take any disciplinary action against any employee for failing to comply with Section 1 above, and the Association shall be solely responsible for enforcement of these provisions through appropriate legal proceedings.
- It is understood by the Committee and the Association that the deduction of the Agency Service Fee may be made by the Committee through its treasurer, pursuant to M.G.L. c.180, §17b.

4. Any employee who selects Option C, but then fails to make payment by November 1st in the given school year, shall relinquish, for that year, his right to make a contribution to the Scholarship Fund and must choose either Option A or B, above.
5. The Association shall certify in writing the amount of the annual dues of the Association by October 1st each year.

C. Group Insurance

The Town of Sutton will provide and make payroll deductions for all Members who have not indicated in writing that they elect not to be covered. Any such request may be made by a Member in writing and shall be filed with the Superintendent.

The Town of Sutton will pay seventy (70%) percent of the cost of Health Insurance.

The plan design of the co-payment structure for Blue Cross as of July 1, 2013 will be as follows:

In-patient Hospital treatment	\$250.00	
Out-patient Hospital treatment	\$150.00	
Physician Office Visits	\$20.00	
OT/PT	\$20.00	
Specialist Visits	\$35.00	
ER	\$150.00	
	<u>Prescriptions</u>	
	30 Days	90 Days
Generic	\$15.00	\$30.00
Preferred	\$30.00	\$60.00
Non Preferred	\$50.00	\$100.00
Mail Order	3 mos. supply at the cost of 2 mos. supply at the above prices.	

The Town of Sutton will establish a Health Reimbursement Account (HRA). All in-patient and out-patient co pays will be fully reimbursed.

An employee shall receive their reimbursement by submitting the hospital bill that shows the applicable co-payment to the Town Treasurer within twenty-one (21) days of the date of service. The Town Treasurer shall process the reimbursement through the employee's normal payroll cycle within fourteen (14) days.

Full in-patient and out-patient reimbursement will remain in place as long as this plan design is in effect. Any changes will be subject to negotiation.

D. Pre-Tax Insurance Deductions

Members shall be able to make premium payments for health insurance, dental, group life insurance, long-term disability, and other forms of insurance (where appropriate), said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.

E. Annuity Plan

The Committee agrees to enter into a written agreement with any of the Members to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B and all IRS current and future regulations.

F. Flexible Spending Account

The Committee will continue to provide Members with a Flexible Spending Account (FSA) for medical and dependent care expenses.

G. Discontinuation of Payroll Deductions

Any Member desiring to have the Committee discontinue previously authorized deductions must provide the Superintendent with thirty (30) days advance written notice.

ARTICLE IV
CONDITIONS OF EMPLOYMENT

A. Previous Employment

1. Full credit, not to exceed twelve (12) years, may be given for previous, creditable, outside teaching experience upon initial employment. Additional credit, not to exceed three (3) years for creditable military experience and not to exceed two (2) years for creditable Peace Corps or AmeriCorps work, may be given upon initial employment.
2. Teachers with previous teaching experience in the Sutton School System who have been engaged in teaching on a full-time basis, but having left the Sutton School System, will, upon returning to the system, be placed on the Salary Schedule in such a manner as to recognize military experience and Peace Corps work up to the maximum set forth in Paragraph 1, above. Teachers who have left the Sutton School System and have not been engaged in teaching on a full-time basis will, upon return to the system, be restored to the next step on the salary schedule at which they left the system.
3. Previously accumulated unused sick leave days within the Sutton School System will be restored to all returning teachers who have not resigned.

4. Longevity, as opposed to seniority, shall be defined as continuous years of service in the Sutton School Department, whether full or part-time. Paid or unpaid leave shall not be considered a break in service.

B. Work Day

1. The work day for all Members shall be as follows: 7:20 a.m. to 2:05 p.m. for the Middle and High School; and 8:15 a.m. to 3:00 p.m. for the Simonian Center for Early Learning and Elementary School.
2. Secondary teachers shall schedule with the Principal two days weekly when they are available to students for extra help. Students will be advised at the start of each term and regularly reminded of extra help opportunities. Extra help sessions are 1/2 hour long and, if no students sign up for help, the teacher may leave. The Principal shall provide each teacher with a signup sheet that shall be returned to the Principal for weekly review to ensure that students who need help take advantage of the opportunity available. Elementary teachers may leave at 3:00 p.m., except as provided in Section D.

As part of their professional responsibility, elementary teachers shall provide extra help time for their students as appropriate and needed during the regular school day. Elementary pupils and parents will be advised and reminded of the availability of extra help.

3. All members of the bargaining unit shall have a daily preparation period. During the life of the Agreement, the parties agree to a re-opener regarding this provision in the event there is a lack of funding necessitating massive layoffs.
4. Middle School academic teachers shall not be required to teach more than five (5) periods per day. High School teachers shall teach no more than four 69 minute periods per day and no more than the equivalent of six full courses total in any academic year. High School teachers shall not be assigned any duties. Elementary School and Simonian Center for Early Learning teachers shall not be required to work more than six (6) periods a day.
5. All teachers at the Simonian Center for Early Learning and Elementary level shall not be assigned morning duty or cafeteria duty. In addition to aides, Simonian Center for Early Learning and Elementary Members may be assigned recess duty on an equitable rotating basis. When necessary, Association members not assigned a recess duty may be called upon to assist at morning or afternoon bus duty or cafeteria/recess duty on a rotating basis.
6. Whenever feasible, teachers at the Elementary School shall be provided with one (1) additional prep period per week for the purpose of common planning time.

7. In addition to their individual preparation periods, Middle School teachers shall be provided with five team planning periods per week whenever feasible. Any duties that may need to be assigned will be taken from team planning time.
8. Whenever feasible in the High School, department chairs and advanced placement (AP) course teachers will be provided one (1) additional preparation period per day. In the case of a department chair teaching an AP course only, one additional preparation period will be given. AP teachers will not receive any additional compensation for student test scores.
9. To ensure that students are aware of a teacher's expectations relative to workload in a particular class or subject and to assist in organization of course work for presentation to students, teachers in grades 6 through 12 shall provide to all students involved in their classes a written statement of course expectations, including:
 - (a) A copy of the course description from the most recent edition of the Sutton Middle or High School Program of Studies.
 - (b) Rules and regulations of the teacher governing homework, tests, quizzes, work assignments, papers, lab or shop work, grading policy and any other materials or information about the course deemed relevant by the teacher.
10. The parties agree that the use of technology to enhance communication, learning, teaching and administrative tasks shall be implemented in the following manner:
 - (a) The Parent and Student portal will be utilized effective at the beginning of the 2014-2015 school year.
 - (b) All teachers will be provided with adequate training and a period of piloting and voluntary compliance.
 - (c) The second year of implementation shall begin the full mandatory implementation of the technology enhancement.
 - (d) Should a specific enhancement need to be implemented in a more expedient manner, the parties agree to utilize the labor-relations component of the collaborative bargaining agreement.
 - (e) All members of the Middle and High School faculties are expected to electronically submit their grades. All grades, including those for tests and quizzes, must be posted every two weeks. Grading time for complex projects may be extended on an individual teacher basis; however, a notation must be made on the assignment sheet.

11. If double classes are necessary during the Agreement, the building administration, teachers and Association president will comprise a Labor Management Advisory Committee to determine how and when the double classes will be implemented.
12. The Committee recognizes the need to maintain academic class sizes at a level that provides an optimum teaching/learning atmosphere. The Committee will attempt to keep class sizes kindergarten to grade 2 at no more than twenty-two (22) students, and grade 3 to grade 12 class/subject size at no more than twenty-five (25) students. The School Committee recognizes the need to maintain teaching loads at reasonable levels so as to provide an optimum teaching and learning environment. The Committee will attempt to maintain teaching loads at less than 135 students. If classes in the above areas exceed the acceptable limits, the Committee will make every effort to hire certified instructors when feasible.
13. Teachers may agree to teach an extra class or section above the contractual teaching load provided: (1) that the additional class or section is posted and all qualified teachers are permitted to apply for such position; (2) that agreeing to take such position is voluntary and not assigned; and (3) that non-teaching duties shall not be assigned on the day of the extra class. Assuming a seven period schedule, teachers shall be compensated at the rate of 1/7th of their daily rate for each extra class.
14. In the event that a teacher is needed for coverage due to reduced staffing levels, the administration agrees to pay the teacher \$25 for supervisory duty and \$40 for a teaching duty in the area of licensure. Teachers must submit an application for payment.
15. The Committee will make every effort to limit the courses that a high school teacher shall be required to teach to no more than four substantially separate courses. If a high school teacher is required to teach more than four substantially separate courses, the building administration, teacher and Association president will comprise a labor management advisory committee to determine how best to provide the teacher with the necessary support for the additional course to be implemented.
16. In the spring of 2016, the parties agree to form a committee to evaluate the high school schedule and recommend any changes.

C. Work Year

1. The work year of teachers (other than new personnel who may be required to attend up to three (3) additional days of orientation), shall be 184 days. It shall include one (1) day prior to the opening of school for students, and three (3) professional development days scheduled within the school calendar, excluding vacations, weekends or holidays. The work year, except for new hires, may not start earlier than the Monday preceding Labor Day and will end no later than June 30th, except if the minimum 180 day school year is jeopardized by acts other than that of the Committee. The Friday before Labor Day shall not be a work day. At least two (2)

hours of the day before the first day with students will be set aside for preparation activities determined by the teacher. Professional Development days will start at 8:00 a.m. and will conclude at 2:30 p.m. with one half-hour meal break.

2. The Committee will set the school calendar according to state law, with input from the Association. A copy of the proposed school calendar will be given to the Association for input at least ten (10) days before it is approved by the Committee. If, due to the building project, the Committee is forced to adjust the school calendar once it has been set, the parties agree to impact bargain in order to accommodate the schedules of employees who may not be available for newly scheduled work days.
3. An employee who is approved by administration to work beyond the regular 186 days work year will be paid at their per diem rate.

D. Conferences

Conferences, faculty meetings, parental meetings and extra help sessions will be worked into the normal workday by the administration whenever practicable and feasible. Teachers may be required twice monthly to attend a one (1) hour staff meeting each Monday that will conclude not later than 4:00 p.m. at the Simonian Center for Early Learning and Elementary School and not later than 3:00 p.m. at the Middle and High Schools. Teachers shall be required to attend two (2) two-hour afternoon or evening meetings per year that may be used for individual parent conferences, back-to-school night, or for classroom visitation. The faculty at the Simonian Center for Early Learning, Elementary, Middle and High Schools shall have the opportunity to evaluate the prior year's format and will discuss which format will be used each year prior to the end of the school year. Teachers shall meet with parents for conferences as part of their professional responsibility.

E. Duty-Free Lunch

All teachers will be given a duty-free lunch period at least equal to the lunch period for students in the building in which they teach.

F. Vacancies and Promotions

1. All vacancies in the bargaining unit and in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position shall be filled pursuant to the following procedure:
 - (a) Any vacancy in a professional position will be adequately publicized by the Superintendent on the District website and e-mailed to all members of the Sutton Teachers Association as far in advance of the appointment as possible.
 - (b) Qualifications for the position, its duties, and rate of compensation will be clearly set forth.

- (c) Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the building Principal within the time limit specified by the notice.
 - (d) Candidates from both, within and outside of the school system, shall be eligible to fill the vacancies.
 - (e) Appointments to such positions shall be on the basis of ability and shall be made at the sole discretion of the Principal with the review and approval of the Superintendent. The Principal, with the review and approval of the Superintendent, agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and any other relevant factors. Appointments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, gender identity, homelessness, marital status, or age.
2. In addition to the methods outlined in the preceding paragraph, the Principal and the Superintendent agree to establish a volunteer pool as a method of assisting in filling vacancies of both, a promotional and non-promotional nature. Teachers interested in such vacancies may annually file a written request indicating the types of openings for which they wish to be considered. The Principal and the Superintendent agree to review the applicants in the volunteer pool when vacancies arise and agree to give reasonable consideration to said applicants in filling such vacancies.

Notwithstanding any of the foregoing, the Principal and Superintendent may fill vacancies on a temporary basis until posting or use of the volunteer pool has been completed.

G. Part-Time Employees

1. Part-time employees who work full days for part of the scheduled work week shall earn sick leave in the same proportion as their part-time employment status. For example, a teacher who works two (2) full days of a five day week shall earn 40% of the annual sick leave allotment. One year of longevity shall be earned for each year worked; however, longevity compensation will be pro-rated.
2. Part-time employees who work part of a scheduled work day each day of the scheduled work week shall earn sick leave in the same manner as a full-time employee (15 days per year). It is understood that a work day is the number of hours per day that an employee is scheduled to work.
3. If a full-time employee who has accumulated sick leave moves to part-time employment, he will first apply the part-time earned sick days to cover the absence. If that part-time leave is exhausted, his accumulated full-time sick leave will be applied on a pro rata basis.

4. All part-time faculty members shall attend a number and/or portion of professional development (PD) days equal to the percentage of their teaching time as arranged between the faculty member and their immediate supervisor. Part-time staff are responsible for obtaining the information covered during any PD day or portion of the PD day that they do not attend. The parties agree that professional development for part-time staff is more meaningful if they are in attendance.
5. Part-time instructional employees will receive preparation time on a pro-rated basis. (Example: A teacher who works 60% over three (3) full days would get three (3) preparation periods. A teacher who works 50% over five full days would get 2.5 preparation periods. This preparation time is included in the work day calculations.)
6. All part-time staff are expected to attend two (2) two-hour afternoon or evening meetings per year that may be used for individual parent conferences, back-to-school night, or for classroom visitation unless different arrangements are made with their immediate supervisor.

ARTICLE V **EVALUATION**

The Evaluation Instrument is hereby incorporated into this Agreement by reference. It will be available online. Only substantive changes in the Evaluation Instrument must be ratified by the parties.

ARTICLE VI **LEAVES OF ABSENCE**

A. Sick Leave

Teachers may be granted sick leave to the extent of their unused, earned, accumulated sick leave under the following terms and conditions:

1. In the first year of employment, a teacher shall earn one and one-half (1 1/2) days of sick leave per month to a maximum of fifteen (15) sick days per year. All other employees covered by this Agreement shall be credited with fifteen (15) sick leave days on the first official day of the said school year whether or not they report for duty on that date. Such first year teacher will be paid in his final payment for the contract year for sick leave taken by the teacher for which the teacher did not receive payment during the contract year; and, to the extent that the teacher has accumulated on the date of payment unused sick leave, and if such payment is made, such accumulated sick leave shall be deducted from any such accumulation available on the date of payment to the extent of payment.
2. There shall be no limit on the amount of sick days that can be accumulated.

3. An employee may only use sick leave when such employee is sick, injured, or an immediate medical procedure is required. However, a maximum of five (5) days per school year may be permitted by the Administration when said employee has been absent due to a critical illness in such employee's immediate family. Absence for maternity leave shall not be deemed or paid as sick leave, except to the extent required by law.
4. In the event of absence due to sickness or injury in excess of five (5) consecutive working days or in excess of eight (8) working days during any school year, the Committee or the Superintendent, at his sole discretion, may require an examination of the employee by a physician who is mutually agreed to by the parties. Such examination shall be at the expense of the Committee.
5. The parties agree that use of sick leave for reasons other than illness constitutes a misuse of the benefits provided. The Association agrees to work with the Committee whenever misuse of the sick leave program is documented in an effort to control such a problem. The Committee reserves its rights under the law to take reasonable disciplinary action whenever circumstances dictate.
6. Whenever a Member decides to retire pursuant to the retirement laws of Massachusetts (excluding here from any disability retirements), the Committee agrees that it will pay to such Member forty (\$40.00) dollars for each day of unused accumulated sick leave in excess of one hundred and eighty (180) days. Teachers intending to avail themselves of this benefit must notify the Committee no later than January 15th of the final school year of such teacher's service. It is understood that this means the buyback money will not come forth until the following fiscal year. By mutual agreement, the parties may agree to waive the January 15th deadline for notification to the Committee.
7. A three year advanced written notice must be given for sick leave buy back. One-third of the funds will be transferred to a 403(b) each year. If notice is not given, the Committee has the discretion to pay out unused sick leave in the subsequent fiscal year.
8. If a Member selects prepayment of the days beyond one hundred and eighty (180) and uses any of the remaining days, said Member shall reimburse the school system for each day used.
9. If an employee on extended sick leave receives benefits under disability insurance, workers' compensation, or similar program, then the amount paid shall not exceed the employee's regular salary. Employees shall have the difference between the insurance benefit and their regular salary paid by the District from available sick leave and the employee shall have deducted from accrued sick leave the appropriate portion of a sick day for each day so covered. In the event that the employee receives a check from the insurer, the check shall be signed over to the District. In the event that the employee receives a lump sum, retroactive check, the check shall be signed

over to the District and the portion of personal sick days represented by the amount of the check shall be restored to the employee's account.

B. Other Temporary Leaves of Absence With Pay

The Committee may grant employees the following temporary leaves of absence with pay each school year upon recommendation of the Superintendent and upon approval.

1. One (1) day when an emergency or illness, injury, or death in the immediate family requires a Member to make arrangements for the necessary medical and/or nursing care. ("Immediate family" is construed to include only husband, wife, life partner, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, children, stepchildren, grandparents, grandchildren, father-in-law and mother-in-law)
2. Funeral leave up to three (3) days at any one time in the event of a death in the immediate family. Staff member may use his/her complement of personal days for the death of a parent, spouse, or child.
3. One (1) day for the birth of a Member's child. For the birth or adoption of a Member's child, the staff member may use his/her complement of personal days.
4. Personal Leave: A professional employee shall be granted three (3) days of personal leave with pay during each school year under the following conditions:
 - (a) Personal leave days are intended to be used to permit absences that are unavoidable for compelling personal issues. Typical examples of the use of these days would include legal, banking, insurance consultations, graduations, funerals not covered under the contract, real estate transactions, or pressing personal matters that cannot be scheduled during an employee's own time.
 - (b) Members shall not utilize more than two of their accrued personal days consecutively. For purposes of this subsection, Friday and Monday, or the days before and after a holiday or vacation shall be construed as consecutive days.
 - (c) Personal days are not available for use to extend or anticipate a holiday or vacation. However, if a request for personal leave must be made on days preceding or following a holiday or vacation, the Superintendent may determine if the reason for the request is to extend said holiday or vacation. If the purpose of the personal day is not to extend a vacation or holiday, the personal day shall be granted.
 - (d) A Member with perfect attendance over the whole school year (no unexcused absences) may utilize one additional personal day in the

subsequent school year for any purpose in addition to those stated above. At no time will a Member be allowed to carry over more than five (5) personal days to the next school year.

- (e) Not more than 10% of the teaching complement can avail themselves of this section on any given school day. Leave will be granted based on the order of applications received by the building Principal. The 10% will be allocated among grade levels as:

Simonian Center for Early Learning (PreK-2): Not more than three teachers per day

Elementary School (grades 3-5): Not more than three teachers per day
Middle School (grades 6-8): Not more than three teachers per day

High School (grades 9-12): Not more than three teachers per day

Precise numbers of eligible staff may vary depending on staff complements.

Any Member who has earned days, but prefers not to take them as personal days, may sell such days back to the Committee at a rate of \$50.00 per day. To elect this option, written notice must be given to the Committee prior to final payroll being prepared.

5. One (1) day for the funeral of any relative.
6. At the discretion of the Committee and/or Superintendent, a leave of absence with pay may be granted to an employee to enroll in a course, workshop, or seminar that begins before the end of the school year.
7. Up to six (6) people days a full year for attendance at M.T.A. or N.E.A. meetings.
8. The Committee shall allow a full delegation to attend the Annual Meeting. If the delegation exceeds six (6) people days, the Association agrees to pay for additional substitute teachers.
9. The president of the Association will be permitted three (3) days annually for union business. Additional days may be granted at the discretion of the Superintendent. The conditions of utilizing this allowance are:
 - (a) The president will advise the Superintendent in writing no later than seventy-two (72) hours in advance of the date(s) requested, excluding Saturdays and Sundays.
 - (b) The president will give an adequate written explanation of the purpose for the leave.

- (c) The Association agrees that it will reimburse the Committee one-half (1/2) of the cost of the substitute teacher brought in to replace the president.
10. Teachers shall not be granted leave for purposes of pursuing a teaching or administrative position in another public school system or private school.
 11. Leave of Absence/Alternative Career: All members of the bargaining unit shall be entitled to an unpaid leave of absence for the purpose of seeking an alternative career subject to the following conditions:
 - (a) Notification must be given to the Superintendent by April 15th of the school year prior to the commencement of the leave. However, the Superintendent shall have discretion in granting a leave subsequent to April 15th.
 - (b) The length of said leave must be for one year; only one such leave shall be granted to a member. Such leave is to commence on the first school day.
 - (c) Notification of intent to return must be provided to the Superintendent by April 1st of the year immediately preceding the next school year (September).
 12. Teachers may take personal leave on religious holidays, or may schedule compensatory work or curricular development during a vacation week in the same fiscal year. If the compensatory work option is chosen, the time must be scheduled with the approval of the building Principal.

C. Maternity Leave

Maternity Leave shall be granted subject to the following:

1. A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) calendar weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two (2) weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. (*Section 1 is a copy of the General Laws, Chapter 149, §105D, October 15, 1972.) Maternity leave begins the day after the child's birth.
2. Leaves of absence shall not extend beyond the time the child is six (6) months old unless extended by the Superintendent and approved by the Committee.

3. One (1) year teaching experience credit for salary schedule purposes shall be given for ninety-one (91) days teaching in any one (1) school year.

Such employer shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service, credit, and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans, or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.

D. Sabbatical Leave

1. Any teacher who has served continuously in the Sutton Public Schools for a period of at least seven (7) years may, on the recommendation of the Superintendent, be granted sabbatical leave of up to, but not exceeding, one (1) year for approved study.
2. A teacher on sabbatical leave shall receive compensation equal to the difference between his annual salary and the total amount or amounts of any grants or financial assistance he may have received from outside sources for the purposes of his sabbatical studies; provided, however, that in no event shall the amount of salary to be paid to said teacher exceed one-half (1/2) the annual salary to which he would have been entitled had he remained in the school system that year. The term "grants or financial assistance" shall not include the cost of required tuition or book expenses where such can be verified.
3. Initial interest in sabbatical leave shall be expressed on or before December 1st, and employee must make a final application by February 15th of the school year preceding the year for which the leave is requested.
4. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Sutton Public Schools for a period of, at least, two (2) years after the expiration of such leave. A teacher who defaults in completing this service shall repay to the Town of Sutton an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the

whole amount of service agreed to be rendered; provided, however, that the teacher shall be released from such payment if his failure to serve the two (2) years as stipulated is due to illness, disability, or death, or if he is discharged from his position by the Committee.

5. A teacher returning from sabbatical leave shall be placed on the step of salary schedule he would have attained had he remained in the school system.
6. Not more than two (2%) percent of the members of the total professional staff shall be granted leave during any one (1) year. In the event that a number of applications in excess of two (2%) percent of the members of the total professional staff are received, the following factors shall be taken into account in assigning leave:
 - (a) Educational value of the proposed project to the school system
 - (b) Length of service in the Sutton Public Schools
 - (c) Priority of application (date)
7. Consistent with the provisions of the law, to the extent applicable or available, Members shall be entitled to leave under the Family Medical Leave Act (FMLA).

ARTICLE VII **SICK LEAVE BANK**

A. Introduction

The Committee agrees to establish a sick leave bank for use by the Association for members who have exhausted their accumulated and annual sick leave days and who require additional leave to make a full recovery from illness and who would otherwise lose pay through such continued illness.

B. Membership

Only members of the Association covered by this collective bargaining agreement who have accrued fifteen (15) sick days shall be eligible to receive the benefit of this bank.

At the beginning of each school year of the Agreement, the Committee shall set aside in the bank a number of sick leave days equal to the number of Association members employed in the bargaining unit. Any unused days remaining in the sick leave bank at the end of the school year shall roll over from year to year.

Membership in the sick bank is mandatory. Each member may be required to contribute one (1) non-refundable sick day as needed. The sick day contributed to the bank will not be considered “used” for purposes of accruing an additional personal day.

When the number of unused days reaches a critical level (30 days or less), the Committee, upon the recommendation of the Sick Bank Committee, will require an additional contribution from all members. In the event that the additional sick bank contribution of days occurs after April 15th, any remaining days left in the sick bank at the end of that school year shall roll over to the next school year. In this event, the Association will not be required to contribute a sick day at the beginning of the next school year. New Association hires automatically contribute one (1) day on the 180th teaching day.

C. Sick Bank Committee

1. A seven-member committee will be established yearly. This committee shall administer the sick leave bank.
2. The School Committee shall appoint three (3) administrative representatives.
3. The Association shall elect four (4) representatives; two (2) of whom will be secondary members and two (2) elementary members.
4. The Superintendent, or his designee, shall preside at the meeting and may vote only to break a tie.
5. All applications for participation and benefits must be made on a form approved by the Sick Bank Committee.
6. Decisions of the Sick Bank Committee shall not be subject to the grievance procedure. Within ten (10) school days following notification of a Sick Bank Committee decision, the applicant or his representative may present an appeal in writing to the Sick Bank Committee. Such appeals shall consist of a request that the Sick Bank Committee review its decision and present the applicant's reasons for such a review.

D. Rules

Employee shall commence receiving benefits of the sick leave bank when the following conditions are met:

1. Employee shall have exhausted his own individual sick leave, both annual and accumulated.
2. Employee must present written medical evidence of illness or disability to the Sick Bank Committee along with an estimated date of recovery and return.
3. Employee who draws sick days from the sick bank shall receive salary and salary disbursement as received prior to his application to the sick bank.

4. The sick bank is not available for surgery; however, each case will be given individual consideration by the Sick Bank Committee.

E. Application

Participating members must make written application to the Sick Bank Committee requesting sick leave bank benefits using the prescribed forms. A medical statement by the attending physician setting forth the exact nature of incapacitation and the projected time of recovery beyond the member's own accrued sick leave must accompany the application. In the event that a member is unable to make a written application due to illness or injury, the Sick Bank Committee may act on the member's behalf to initiate the application.

ARTICLE VIII
REDUCTION IN FORCE

A. Reduction in Force

The Committee retains the right to reduce the number of teachers on its staff.

1. Teachers with professional status that are licensed and have demonstrated qualifications (experience and educational training) shall replace teachers without professional status.
2. When reducing the professional status staff for any reason, the first priority will be seniority within the school system; i.e., the first to be laid off shall be the most junior staff member whose elimination will allow the remaining teachers to have demonstrated qualifications (experience and educational training) in their resulting positions.
3. In making layoffs following the seniority system, the procedure followed in 2 above will apply, except in the following situations:
 - (a) If there is a conflict with the relevant demonstrated educational needs of the system then the Committee need not layoff the most junior teacher; and /or
 - (b) If a teacher has received two (2) unsatisfactory Principal's final evaluation reports in separate years within the last five (5) year period, including the year of the notice of layoff, then that teacher may be laid off instead of the most junior teacher.
4. Seniority means a teacher's length of continuous uninterrupted service in years, months, and days working under a valid license in the Sutton Public Schools. All part-time faculty shall accrue seniority time equal to the percentage contracted for each school year. For example, a teacher assigned to a 4/7th position will receive 57.1% a year of seniority; a teacher that worked 2 full days out of a 5 day week will

be credited with 40% of a year of seniority. Any unpaid leave of absence shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service; and seniority will mean the total number of years, months and days preceding the leave, added to the total number of years, months, and days after resuming active duty after the leave of absence.

5. Employees laid off under normal circumstances shall receive notice of layoff on or before June 30th, immediately prior to the next school year.
6. The demonstrated educational need may become more of a priority in the specialized areas such as, but not limited to, art, guidance, library, music, physical education, and special education personnel.
7. Recall:
 - (a) Teachers shall be entitled to recall for a period of two years, in the inverse order of layoff, provided that the same criteria used for layoff shall apply to recall.
 - (b) While on recall status, teachers shall not continue to accrue seniority.
 - (c) All benefits and privileges accrued by such laid off teachers shall be restored upon recall, if the recall is within the two year period.
 - (d) The Personnel Office shall maintain a recall list with areas of licensure for each member on the list for a period of two (2) years following the layoff.

ARTICLE IX **GRIEVANCE AND ARBITRATION**

A. Definition

A grievance is a dispute concerning the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the grievance and arbitration procedures by other paragraphs of this Agreement.

B. Time Limits

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. Grievances submitted after June 15th will be processed as speedily as practicable.

1. Level 1: Employees will first discuss alleged violations with the appropriate immediate supervisor prior to filing a grievance at Level 1. However, such informal discussions, should they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee's Principal. The Principal's determination of the grievance shall be in writing to the grievant and the Superintendent.

If, at the end of twenty (20) working days following the occurrence of any grievable dispute, or the date on which the employee first knew or should have known it, a grievance shall not have been presented at Level 1 of the procedure set forth above, or with the Superintendent pursuant to Section G, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

The timelines stated herein are of the essence and are maximums, but may be extended by mutual agreement. Failure to prosecute a grievance initially, or from step to step, will constitute a waiver of the grievance and shall be processed to the next level. An arbitrator may not exercise jurisdiction in the matter as there is no agreement to arbitrate untimely grievances at any level.

2. Level 2: If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after submission to Level 1, the grievance may be filed in writing with the Superintendent, who shall within five (5) working days after stamped receipt of the Level 2 grievance, meet with the aggrieved employee and /or a representative from the Association in an effort to settle the grievance. The Superintendent's determination of the grievance shall be in writing to the grievant.
3. Level 3: If the grievance is not settled within ten (10) working days from the receipt of the grievance by the Superintendent, the aggrieved teacher or the Association may submit said grievance in writing to the Committee. There shall be a meeting with the Association and the Committee as soon as practicable after receipt of the written grievance.
4. Level 4: If the grievance is not settled at Level 3 and if the Association determines the grievance alleges a violation by the Committee of any of the provision of this Agreement, it may, within thirty (30) days after written references to the Committee, refer to arbitration as hereinafter provided.

C. Submission to the American Arbitration Association

Any grievance which alleges a violation by the Committee of one or more provisions of this Agreement, and which has not been settled under the procedure set forth herein, may be submitted by either party to the American Arbitration Association (AAA) within the

time prescribed. The parties will be bound by the rules and regulations of the AAA in the selection of an arbitrator.

D. Arbitrator's Duties

The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings promptly and will issue his/her decision, award and reasons therefore.

The arbitrator will be without power or authority to make any decision or award which is in violation of the laws of the Commonwealth or requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The arbitrator will be without power or authority to render an award or decision concerning any matter that has been excluded from the grievance and arbitration procedures of this Agreement. The arbitrator shall be without power or authority to make any decision or award concerning any matter within the definition of a grievance, which occurred or failed to occur prior to September 1, 1990.

The decision of the arbitrator will be final and binding, except for review or confirmation as provided by the provisions of Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

E. Arbitration Costs and Fees

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Association.

F. Representation

Any party in interest may be represented at all stages of the grievance procedure by a person 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 or the MTA. When the Association does not represent a teacher, the Association will have the right to be present and to state its views at all stages of grievance and arbitration procedure.

G. Grievance Affecting a Group or Class of Teachers

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level 2. The Association may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so.

H. Decisions Rendered

Decisions rendered at Levels 1, 2 and 3 of the grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the president of the Association. Decisions rendered at Level 4 will be in accordance with the procedures set forth herein.

I. Processing Grievance

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants unless the individual in question files a written request to the contrary.

ARTICLE X
MISCELLANEOUS

A. Annual Increments

Annual increments are granted each year, except for unsatisfactory performance. All members of the bargaining unit shall be notified and provided with an opportunity to improve if an increment may be denied. The parties agree that the withholding of an increment may be grieved in accordance with Article XIII.

B. Coaches Schedule

Coaches will be paid in accordance with the schedule attached to this Agreement.

C. Effective Date of Salary Schedules

The salary schedules in this Agreement shall be effective on the date set forth therein.

D. No Strikes

1. During the period of this Agreement, no one employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services by such employees.
2. Any action by the Committee to enforce the provisions of this paragraph shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

E. Bargaining During the Contract

Each of the parties to this Agreement acknowledges that, during the collective bargaining process that preceded the execution of this Agreement, they each had free opportunity to present any and all matters to be raised in the collective bargaining process.

Therefore, from the date of the execution of this Agreement until the day prior to the start of the 2017-2018 school year, neither party shall be required to negotiate with respect to any such matter whether raised in the collective bargaining process, whether covered or not by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; except, insofar as this Agreement, in its duration article, provides for notification by December 1 with bargaining to commence by February unless both parties agree to an extension.

F. Waiver

Failure of either party to this Agreement to exercise its right or obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise such rights or obligations in the future.

G. Amendment to this Agreement

An amendment to this Agreement may only be made with a written instrument duly executed by the authorized representatives of both parties.

H. Professional Learning and Salary Lane Increments

1. Courses

- (a) Members of the bargaining unit, who are taking courses from a college or university as part of an approved degree program, may accrue credits toward a salary lane change without prior approval of the Superintendent.
- (b) Members taking a college or university course, which are not part of an approved degree program, shall seek prior approval from the Superintendent. Said approval shall not unreasonably be denied.
- (c) Members may audit a college or university class with the approval of the Superintendent. One such audited class may be used toward each salary lane increment. Audited courses are awarded district credit at one credit less than the course otherwise would have awarded.
- (d) During the terms of this Agreement, the parties agree to pilot Massive Online Open Classes (MOOC) for three years. Members of the bargaining unit may take advantage of virtual learning opportunities, such as MOOC, that, with the approval of the Superintendent, may be applied towards lane change. By the fall of the 2014 school year, a Professional Growth Committee, made up of Association representatives and administrators, will establish policies and procedures for overseeing virtual learning courses. This committee will issue a recommendation, prior to the end of the three year pilot, to either continue, amend or discontinue virtual learning as it applies to increment credit used for lane changes. During the pilot program, the district will award no more than six

credits (a minimum of two 36-hours courses). These increment credits may only be used to advance one lane. In order to receive district credit, members must provide the Professional Growth Committee with an acceptable product (i.e., a presentation, curriculum, unit plans, etc.) in addition to meeting the course requirements.

NUMBER OF HOURS	PROFESSIONAL DEVELOPMENT	LANE CREDITS
1-35 Contact Hours	1 PDP per Contact Hour No Product	No lane credit available unless part of a Specialization Tract taken as a whole and applied as below.
36-59 Contact Hours	1 PDP per Contact Hour No Product	3 Credits toward lane beyond Masters provided an approved Product is completed.
60+ Contact Hours	1 PDP per Contact Hour No Product	4 Credits toward lane beyond Masters provided an approved Product is completed.

2. Application for Salary Lane Increment

Members seeking a salary lane increment shall submit all applications, course approvals, and documentation to the Superintendent by the following deadlines:

- Courses with a completion date (last day of class) between January 1 and July 1 shall be submitted no later than July 15
- Courses with a completion date (last day of class) between July 2 and December 31 shall be submitted no later than January 15

I. Copies of Contract

The Committee agrees to provide electronic copies of this Agreement to all staff members. A hard copy will be available in each main office of the school buildings, as well as with the Town Clerk. Any staff member wishing to receive a hard copy will be provided one upon request. The Association and the Committee will equally share printing costs.

J. Budget

The Committee agrees to submit a budget annually, which it believes will be sufficient to operate the public schools for the Town of Sutton. If the budget, as submitted, is reduced by the town in a manner or amount which reduces the capacity of the Committee to operate the schools as planned, it agrees to hear the views of the Association prior to making its final decision.

K. Jury Duty

Members required to perform jury duty shall receive leave with pay for the duration of such duty and shall be paid by the Sutton Public Schools the difference between the compensation received for such jury service, exclusive of mileage reimbursements and the Member's regular salary.

L. School Choice for Children of Faculty

Consistent with the non-discriminatory requirements of the law, provisions of the School Choice Law (M.G.L. c.76, Section 12B) shall control admission of children of faculty members.

The Committee agrees that children of teachers who have applied for School Choice shall remain in the School Choice lottery without the need to apply annually. The School Choice lottery shall be held in a public format.

Should the Committee vote to eliminate School Choice in the District, they agree to enter into negotiations for a tuition agreement with the Sutton Teachers Association.

M. Protection

1. All employees will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisors.
2. This report will be sent to the building Principal and the Superintendent who will comply with any responsible request from the employee for information in its possession relating to the incident or the person involved and will serve as a liaison between the employee, the police, and the courts.
3. The Superintendent and/or the Committee agree to provide the member with the extent of protection provided in accordance with Chapter 258 of the General Laws of Massachusetts.

N. Tuition Reimbursement

The Committee shall invest an amount of \$10,000 or 20% of the budgeted professional development funding, whichever is greater, annually for tuition reimbursement to be expended as follows: A teacher may request from available funds a dollar amount not to exceed one-half the Worcester State University graduated tuition rate of a three credit course in place on September 1st of the school year in which the courses are reimbursed. Summer courses shall be reimbursed in the following school year. Teachers must apply for tuition reimbursement by June 1. The number of people requesting reimbursement will divide the budgeted amount. If additional funds are available, then the remaining amount will be divided among those who have submitted an additional reimbursement. This process will continue until funds are disbursed or all reimbursements are satisfied.

ARTICLE XI
CONFERENCE ATTENDANCE

If the Superintendent requests that a teacher or teachers attend workshops, seminars, or conferences, the Committee shall pay reasonable expenses including, but not limited to, registration fees, meals, lodging, and/or transportation incurred by teachers who attend such workshops, seminars, or other approved professional improvement sessions. If the teacher requests attendance at a workshop, seminar, conference or other professional improvement seminar, said reasonable expenses shall be paid if such attendance receives the prior approval of the Superintendent.

ARTICLE XII
TRANSFERS

Although the Committee and the Association recognize that transfer of teachers from one school grade level and/or subject area to another is unavoidable, they also recognize that frequent transfers of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, it is agreed that:

1. When involuntary transfers of teachers from one school, grade level, and/or subject area to another are necessary, a teacher's area of certification, major or minor field of study, quality of teaching performance, the opinion of the prospective building Principal, and seniority shall be considered in determining which teacher is to be transferred.
2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent, or his designee, will meet with the Association's representative to discuss the transfer.
3. A list of open positions in other schools will be made available to all teachers being transferred and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Sutton School System.
All
4. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 30th.
5. Paragraph 1 through 4 inclusive shall be subject to the final recommendation of the Superintendent. The Superintendent's discretion is subject to arbitral review and may be reversed if exercised arbitrarily, unreasonably, or capriciously.
6. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1st

and June 1st of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

7. Before a teacher is reassigned or transferred to a particular school, grade level or subject area, the Principal of the school in question will be consulted regarding said reassignment or transfer.

ARTICLE XIII **TEACHER ASSIGNMENT**

All members of the bargaining unit will be notified in writing of any changes in their programs from the previous year, including the school to which they will be assigned, the grades and/or subjects they will teach and any special or unusual classes that they will have, no later than June 30th. Given a catastrophic fiscal situation, the bargaining unit will be notified and asked for an extension to July 30th.

ARTICLE XIV **DISCIPLINE**

No teacher with professional teacher status will be discharged, disciplined, reprimanded, or reduced in rank or compensation or deprived of any professional advantage except for just cause. Teachers with professional status shall be notified of a discharge or suspension in accordance with M.G.L. Chapter 71, §42 and §42D.

A teacher without professional teacher status after ninety (90) days of employment shall not be discharged or suspended except in accordance with M.G.L. Chapter 71, §42 or §42D and shall not be otherwise disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Employment of a teacher without professional status, or the renewal of such appointment, or the appointment of such teacher without professional status to teacher with professional status, shall be in the sole discretion of the Superintendent and shall not be subject to the grievance and arbitration procedures of this Agreement.

To the extent prohibited by law, at the time of any action of the Superintendent or Principal involving any of the matters set forth in Article XII, such matters shall not be subject to the grievance and arbitration procedures of this Agreement.

Any credible complaint made about a teacher shall promptly be brought to the attention of the teacher. Consistent with the safety and preservation of law enforcement investigations, the teacher shall have a right to know their accuser.

ARTICLE XV
DURATION

This Agreement and its provisions shall be effective from the first day of the 2014-2015 school year for staff through and including the day prior to the start of the 2017-2018 school year for staff and, thereafter, shall automatically renew itself for one year periods provided, however, that either party may, on or before the 1st day of December preceding this date, give written notice to the other of its desire to extend or revise the Agreement for the period to commence the following school year. Either party may terminate this Agreement by such notice as is described above, or at any time following the termination date set forth above by written notice, one to the other.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed in their names and on their behalf by the duly authorized officers thereto this ____ day of _____, **2014.**

SUTTON TEACHERS ASSOCIATION:

SUTTON SCHOOL COMMITTEE:

APPENDIX A**Salary Schedules****SALARY SCHEDULE: 2014-2015**

FY 15 No step advance 1.5% on compounded grid

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
Step								
1	42,737	43,767	44,795	46,164	47,543	48,910	50,328	51,712
2	44,528	45,629	46,727	48,143	49,567	50,982	52,437	53,879
3	46,395	47,570	48,743	50,207	51,679	53,141	54,634	56,137
4	48,340	49,593	50,846	52,360	53,880	55,392	56,923	58,489
5	50,366	51,703	53,039	54,604	56,174	57,739	59,309	60,940
6	52,477	53,903	55,327	56,945	58,567	60,184	61,794	63,494
7	54,677	56,196	57,713	59,387	61,061	62,734	64,384	66,154
8	56,969	58,586	60,203	61,933	63,662	65,391	67,082	68,927
9	59,357	61,079	62,800	64,588	66,374	68,161	69,893	71,815
10	61,845	63,677	65,509	67,357	69,200	71,048	72,821	74,824
11	64,438	66,386	68,335	70,244	72,148	74,058	75,873	77,960
12	67,139	69,210	71,282	73,256	75,221	77,195	79,052	81,226

SALARY SCHEDULE: 2015-2016

FY 16 1.5%

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
Step								
1	43,378	44,423	45,467	46,857	48,256	49,643	51,083	52,488
2	45,196	46,313	47,428	48,865	50,311	51,746	53,223	54,687
3	47,091	48,283	49,474	50,960	52,454	53,938	55,454	56,979
4	49,065	50,337	51,608	53,145	54,688	56,223	57,777	59,367
5	51,121	52,479	53,834	55,423	57,017	58,605	60,198	61,854
6	53,264	54,711	56,157	57,799	59,446	61,087	62,721	64,446
7	55,497	57,039	58,579	60,277	61,977	63,675	65,349	67,147
8	57,824	59,465	61,106	62,862	64,617	66,372	68,088	69,960
9	60,248	61,995	63,742	65,556	67,369	69,183	70,941	72,892
10	62,773	64,632	66,492	68,367	70,238	72,114	73,914	75,947
11	65,405	67,382	69,360	71,298	73,230	75,169	77,011	79,129
12	68,146	70,248	72,352	74,354	76,349	78,353	80,238	82,445

SALARY SCHEDULE: 2016-2017

FY 17 1.5%

	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75
Step								
1	44,028	45,090	46,149	47,560	48,980	50,388	51,849	53,275
2	45,874	47,008	48,140	49,598	51,066	52,523	54,022	55,508
3	47,797	49,008	50,216	51,725	53,241	54,747	56,285	57,834
4	49,801	51,092	52,382	53,942	55,508	57,066	58,644	60,257
5	51,888	53,266	54,642	56,255	57,872	59,484	61,101	62,782
6	54,063	55,532	56,999	58,666	60,337	62,003	63,662	65,413
7	56,330	57,894	59,458	61,182	62,907	64,630	66,330	68,154
8	58,691	60,357	62,023	63,804	65,586	67,367	69,109	71,010
9	61,151	62,925	64,698	66,540	68,380	70,221	72,005	73,985
10	63,715	65,601	67,489	69,392	71,292	73,196	75,022	77,086
11	66,386	68,392	70,400	72,367	74,328	76,296	78,166	80,316
12	69,168	71,302	73,437	75,470	77,494	79,528	81,442	83,681

Longevity

Years 16, 17, 18, 19	\$ 400
Years 20, 21, 22, 23, 24	\$ 700
Years 25, 26, 27, 28, 29	\$1,200
Year 30+	\$2,450

Teachers who were on Step 16 as of the 2013-2014 school year and have not completed 16 years of service will continue to receive an additional \$400 until they qualify for longevity.

Teachers who were on the old BA 21 as of the 2013-2014 school year, will be grandfathered and continue to receive an additional \$385. This stipend will end when the individual changes lanes or at the end of this three year Agreement.

Extra Curricular Stipends

If all qualifications are equal, a unit member will be appointed to an extracurricular position over an external candidate.

The parties agree that the Committee need not operate athletic or extra-curricular programs and may discontinue same in whole or in part. If the Committee decides to operate any of the following listed activities, it agrees that the following rates of pay will prevail:

ATHLETICS

Athletic Director	
Non Unit Member.....	\$39,000
Unit Member (with release of 1/2 teaching duties)	Step 1 \$ 7,000
	Step 2 \$ 8,000
	Step 3 \$ 9,000
Varsity Coach (including Cheerleading)	Step 1 \$ 3,127
	Step 2 \$ 3,810
	Step 3 \$ 4,662
Junior Varsity Coach	Step 1 \$ 2,047
	Step 2 \$ 2,501
	Step 3 \$ 2,957
Assistant Coach	\$ 2,047
Ticket Takers - 2 @	\$ 37
Scorekeeper (2 games)	\$ 68
Shot Clock (2 games)	\$ 48
Official Book (varsity game only).....	\$ 26
1:1 Special Ed Assistant	Student \$ Min. Wage
	Adult \$ 12/hour
Weight Room Supervisor	Per Season \$ 1,500

ALL COACHING POSITIONS ARE SUBJECT TO APPOINTMENT CONSISTENT WITH THE PROVISIONS OF M.G.L. CHAPTER 71, §47A.

EXTRA CURRICULAR

National Honor Society	\$ 1,819
Student Council	\$ 2,000
Newspaper	\$ 1,819
Band Director	\$ 4,500
Chorus Director	\$ 580
Senior Class Advisor	\$ 2,000
Junior Class Advisor	\$ 1,365
Sophomore Class Advisor	\$ 1,137
Freshman Class Advisor	\$ 569
Eighth Grade Class Advisor	\$ 800
Seventh Grade Class Advisor	\$ 600
Sixth Grade Class Advisor	\$ 600
Middle School Student Council	\$ 1,000
Middle School Yearbook Advisor	\$ 1,827
Mentor Coordinator	\$ 1,299
Mentors	\$ 863
High School Yearbook Advisor	\$ 2,957
Theatre Advisor (MS/HS)	\$ 1,500
VMS/VHS Coordinator	\$ 1,958
Ski Club Coordinator	\$ 1,332
Curriculum Committee Member	\$ 2,060

CLUBS

Club Coordinator*	\$ 1,000
Level A (club meets approximately 30-36 times)	\$ 1,136
Level B (club meets approximately 15-18 times)	\$ 568
Level C (club meets approximately 7-9 times)	\$ 284
Level D (club meets approximately 4-6 times)	\$ 142

*If a club runs for 3/4 of the school year, the amount would be equal to the combined total of Level B and Level C or \$852.

HOURLY RATE

The hourly rate shall be based upon the annual salary at Bachelors Step 1 of the Agreement by dividing the annual salary by the number of days in the academic calendar (183) and then by 6.5 for the number of hours in the school day.

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Hourly Rate	\$35.93	\$36.47	\$37.01

NOTE: All approved activities, such as those listed above, will cover grades K-12. Clubs, and their level, must be approved by Administration annually. The school department will furnish forms for approval of activity. There should be, at least, 10 members in a club whenever feasible.

The hourly rate shall apply to all activities including tutoring, game administration, professional development and such other functions that are conducted beyond the school day or contracted school year. This does not include any after-hours activities or functions that are addressed elsewhere in this Agreement (i.e., parents' night, conferences, etc.). Out-of-state professional development shall be compensated at the per diem rate.

Teaching staff, other than the Band Director, involved in Central District activities will be paid at the hourly rate (per above schedule) for time spent on Central District activities beyond the normal school day with students.

Elementary and Secondary Guidance Counselors

High School guidance counselors (grades 9-12) will be paid at a per diem rate for up to ten (10) workdays during the summer recess at the discretion of the building Principal. In addition, they will receive a \$400 stipend to attend all Department Chair meetings after school.

Middle School guidance counselors (grades 6-8) will be paid the per diem contract rate for up to fifteen (15) workdays during the summer recess.

Elementary School guidance counselors (grades K-5) will be paid according to the teachers' salary schedule. The work year will be the contractual length of the school year. At the discretion of the building principal, the Elementary School and Simonian Center for Early Learning guidance counselors may be compensated at the per diem rate for up to ten (10) days.

School Psychologist

School Psychologists will be paid at a per diem rate for up to ten (10) workdays during the summer recess as scheduled by the Special Education Director.

School Nurse

The full-time secondary and elementary school nurses shall be paid on a per diem basis for up to five (5) days prior to the contracted start date of the academic year.

Department Heads

Department Heads (grades 9-12 Mathematics, English, Science, History and Social Sciences, World Languages, and K-12 Fine Arts and Head Nurse)

Salary \$2,682

Department Heads that conduct one classroom observation (or two walk throughs) will receive an additional \$100.

Team Chairs

Team Chairs will be paid at a per diem rate for up to ten (10) workdays during the summer recess as scheduled by the Special Education Director.

- a. The Committee may appropriate funds for seven (7) Department Heads: Mathematics, English, Science, History and Social Sciences, World Languages, K-12 Fine Arts, Head Nurse.

- b. Academic Department Heads shall be appointed by the High School principal, with the approval of the Superintendent. K-12 Fine Arts Department Head shall be appointed by the Superintendent in conjunction with the building principals. Department Head appointments will be for an initial period of one year and, if performance is satisfactory to the Superintendent and Principal, the appointment may be extended for periods of up to three years.
- c. Department Heads will supervise faculty members of the department and shall, as needed, assist or coach staff in the performance of their duties, but shall not formally evaluate staff in accordance with the provisions of this Agreement. Additional duties include, but are not limited to, department budget preparation, presentation and ongoing oversight, conducting monthly meetings with department staff, and coordination of curricular offerings among departments in light of curricular frameworks. The Committee agrees that the Administration, Department Heads and Association will review and revise Department Head responsibilities as the result of the changes in the High School schedule.
- d. The Principal shall take into account the workload of a Department Head when scheduling duties. The parties will continue to review the question of how to reduce class loads or duties for Department Heads via a Labor Management Committee, which may make recommendations to the parties for amendments to this provision. If accepted by both parties, the recommendations shall become part of the contract per Article VIII G.
- e. Mentors may be appointed as needed, upon completion of satisfactory training, and paid for duties as defined in Appendix B.
- f. Team Leaders may be appointed on a grade level basis in grades K-5. The Association and Administration shall develop a job description for this new role before the beginning of the 2014-2015 school year. Team Leaders shall receive a stipend of \$1,000.