

Stoneham Public Schools

OFFICIAL COPY

[Signature] Jonathan Pohorilak, STA President

[Signature] David Maurer, School Committee Chair

COLLECTIVE BARGAINING AGREEMENT

**Stoneham School Committee
and
Stoneham Teachers Association**

July 1, 2022 – June 30, 2025



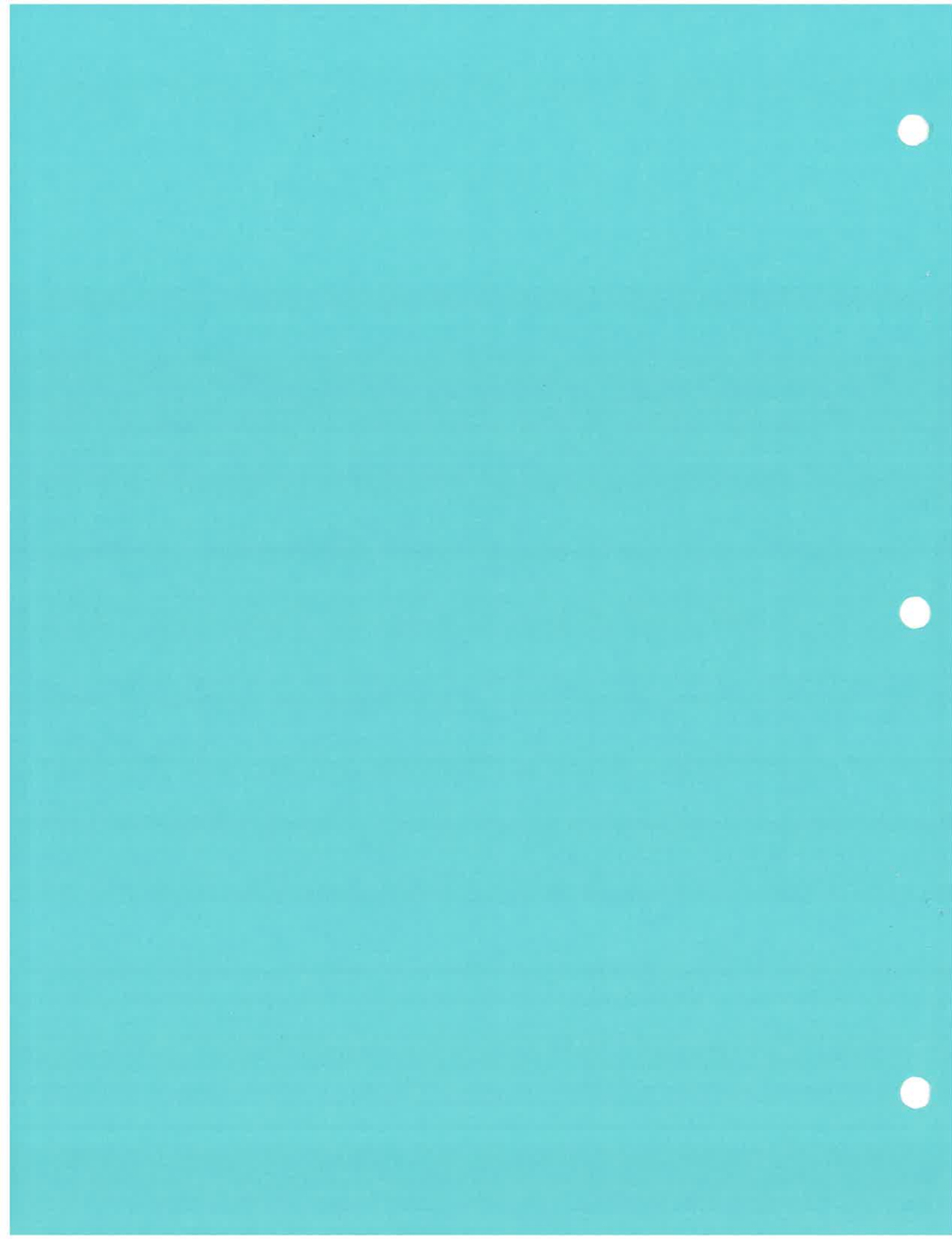


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PREAMBLE

1. The Stoneham School Committee and the Stoneham Teachers Association agree that they have a common public and educational area of concern in addition to economic matters such as salary and working conditions.
2. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of STONEHAM, and that good morale within the teaching staff of the STONEHAM PUBLIC SCHOOLS is essential to achievement of that purpose, we, the undersigned parties, agree that:
 - a. Under the law of Massachusetts, the School Committee, elected by the citizens of STONEHAM, has final responsibility for establishing the educational policies of the public schools of STONEHAM.
 - b. The Superintendent of Schools of Stoneham (hereinafter referred to as the "Superintendent") and the administrative staff has the responsibility for carrying out the policies so established.
 - c. The teaching staff of the public schools of Stoneham has responsibility for providing, in the school setting, that type of education and supervision necessary to provide for a quality learning environment and for the health and welfare of all students.
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the administrative staff and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
 - e. This wider area of professional concern is to be approached constructively toward the goal of educational excellence. Periodic consultation will take place without trespass or interferences upon the distinct and special powers and duties of either party in the process.
 - f. To this end, the Stoneham Teachers Association will, from time to time, present to the Stoneham School Committee, or its designated representatives, views and suggestions on certain school problems within its knowledge and province as the recognized representative of the professional personnel in the bargaining unit agreed to under Article 1 of this Agreement.
 - g. The Stoneham School Committee is a public body established under and 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 duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the School Committee retains 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.
 - h. To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE 1
RECOGNITION**

A. Stoneham Teachers Association Recognition

1. The School Committee of the Town of Stoneham (hereinafter sometimes referred to as the "Committee") recognizes the Stoneham Teachers Association (hereinafter sometimes referred to as the "Association") for the purpose of collective bargaining under Chapter 150E as the exclusive bargaining representative of employees in the following unit: All regular professional employees as defined in Chapter 150E, but excluding the Superintendent, Assistant Superintendent, Administrative Assistants to the Superintendent, Principals, Vice Principals, Assistant Principals, all Directors, Program Supervisors, and other employees whose duties are primarily in administration or supervision, not instruction.
2. Nothing in this Article shall preclude the Association from representing other professional groups and negotiating separate contracts for them if so recognized by the Committee in accordance with Chapter 150E.

B. Definitions

1. The term "School" as used in this Agreement means any place where work or service is performed under the jurisdiction of the Stoneham School Committee.
2. The term "Head Teacher" as used in this Agreement means a teacher who assists in the general administration of a school in the absence of the principal.
3. The term "Lead Teacher" as used in this Agreement means a teacher who assists in the implementation of curriculum at the elementary level.
4. The term "teacher" as used in this Agreement is considered to apply to any Department of Elementary or Secondary Education (DESE) certified/licensed professional employees which includes teachers and nurses, except the employees excluded in Section A.1. above.
5. Wherever the singular is used in this Agreement, it is to include the plural.

**ARTICLE 2
NEGOTIATIONS PROCEDURE**

- A. Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the life of this Agreement.
- B. The Committee and the Association, or either of them, may, by giving written notice to the other by October One of the year preceding the expiration of this Agreement, re-open this Agreement in toto. Every effort will be made by the Stoneham Teachers' Association and the Stoneham School Committee to formally begin the negotiation process within twenty-one (21) days following the receipt of the formal request to reopen.
- C. The parties agree to negotiate in good faith, in accordance with the procedure set forth herein, to secure Agreement on questions of wages, hours and other conditions of employment. The Agreement so negotiated shall bind and insure to the benefit of the Committee and each and all of its professional employees represented by the Association, and shall be reduced to writing and signed by the Committee and the Association.

- D. The Committee may make available to the Association for inspection pertinent public records of the Stoneham Public Schools upon request of the Association. Either party, may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation.
- E. During negotiations, the Committee and Association shall confer at reasonable time appropriately scheduled with regard for the budgetary calendar and exchange relevant data, points of view and otherwise engage in interest-based bargaining.

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a complaint based upon an event or condition that involves the interpretation, meaning or application of any of the provisions of this agreement, any subsequent Agreement entered into pursuant to this Agreement, or established policy. The term "grievance" shall not apply to any matter as to which the Committee is without authority to act.
- 2. An "aggrieved person" is the person or persons making the claim.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the conditions of employment of personnel covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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

1. Level One

- a. A teacher with a grievance (or the Association with a group or class grievance) will present it in writing to the principal or immediate supervisor. For the purpose of focusing on the issue, the grievant will provide a general statement of the grievance, cite sections of the Agreement believed to have been violated and suggest a possible remedy or remedies. The statement may later be clarified or revised.

The teacher may present the grievance directly or through an authorized representative of the Association. The principal or supervisor will meet with the aggrieved person and render a decision in writing, including the reasons for the decision.

- b. Grievances arising directly from action of officials at the Administrative Office level (above the local school level) may be initiated with and processed in accordance with the provisions of Level Two of this grievance procedure.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, the Association may file the grievance in writing to the Superintendent within ten (10) school days of the decision at Level One.
- b. Within ten (10) school days after receipt of the written grievance by the Superintendent, or designee, they will meet with the aggrieved person in an effort to resolve it. The Superintendent's resolution or reason for denial shall be committed in writing to the aggrieved party and a copy of said denial shall be sent to the President of the Association.

3. Level Three

If at the end of the ten (10) school days next following such presentation to the Superintendent, or designee, the grievance shall not have been disposed of to the aggrieved person's satisfaction, the Association may file the grievance with the School Committee within ten (10) school days of the receipt of the Superintendent's written response at Level Two. Within ten (10) school days or the next regularly scheduled meeting thereafter, the School Committee shall meet with the Association and the aggrieved person in an effort to settle the grievance.

4. Level Four

a. **Initiation of Arbitration and Time Limit Thereof**

A grievance that was not resolved at Step 3 under the grievance procedure within fifteen (15) school days after presentation to the Committee may be submitted by the Association to arbitration. The arbitration may be initiated by filing with the American Arbitration Association a request for arbitration and mailing or delivering a copy thereof to the Committee. This request shall be filed within fifteen (15) school days after denial of the grievance at Level Three under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

b. **Arbitrator's Decision and Time Limit Thereof**

The arbitrator shall issue the written decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it in accordance with its terms.

c. **Application of Arbitrator's Decision to Similar Cases**

If the parties agree that a case is similar, an arbitrator's decision will be regarded as precedent.

d. **Arbitrator's Fee**

The arbitrator's fee will be shared equally by the parties to the dispute.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any Faculty Representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that the party may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

2. Failure to Observe Time Limits

If, at the end of the (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 to the appropriate intermediate supervisor of the employee as provided by the procedure set forth in Section C, 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 by the said Section C.

3. A grievance filed in an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the grievance shall not begin until the grievance is referred to the appropriate step.
4. In order to avoid a grievance being pursued concurrently in a grievance procedure and by other means, during the period of time a grievance has been submitted to arbitration and the arbitration has been completed the "aggrieved person" shall automatically waive all other remedies or forums otherwise available.

ARTICLE 4 SALARIES AND BENEFITS

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A," which is attached hereto, and made a part hereof.
- B. Staff members employed on a ten-month basis shall be paid in either twenty-two (22) or twenty-six (26) equal installments throughout the school year from September to June. Those electing twenty-six (26) installments will receive the equivalent of five (5) paychecks on the 22nd payroll cycle. Each installment shall be 1/22 or 1/26 of the annual salary respectively. A payment date schedule shall be determined on an annual basis and distributed to all teachers on the first workday of each school year. An employee wishing to change the pay cycle selection shall notify the payroll office in writing no later than August 20. All employees shall receive their pay by direct deposit and receive all payroll notifications electronically.

For purpose of payment or deduction by the day when full salary is not earned during any payroll period, a day's salary shall be considered to be 1/182 of the annual salary.

- C. The various teaching positions subject to salary differentials shall have compensation as set forth in Appendix "A," which is attached hereto and made a part hereof.
- D. Insurance and Annuity Plan

1. The Committee will pay the maximum percentage permitted by town meeting enactment of the cost of the following types of insurance coverage:
 - a. A five thousand dollars (\$5,000) term life insurance plan of the type presently available to teachers.
 - b. Payroll deductions shall be available to bargaining unit members for the Accidental Death and Dismemberment insurance available through the Massachusetts Teachers Association.

2. The Stoneham Teachers Association has ratified their health insurance agreement through the Public Employee Committee with the Town of Stoneham to enroll in health insurance through the Massachusetts Group Insurance Commission from July 1, 2021 to June 30, 2024.
 3. Teachers will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 and the "cafeteria plan" established pursuant to Chapter 125 of the Internal Revenue Code.
- E. Teacher(s) who plan to retire at the close of the school year shall submit a letter of intent on or before May 1 in order that the Superintendent and the Committee may have sufficient time to fill the position.
- F. Retirement Benefit

1. Written intention to retire as per the Form in Appendix C and a written resignation letter must be submitted to the Superintendent of Schools on or before the date of August 31st three (3) years prior to retirement to receive \$1750.
2. Written intention to retire as per the form in Appendix C and a written resignation letter must be submitted on or before the date of August 31st prior to the final year of employment to receive \$1000. This incentive is only available to a teacher who has not qualified for the three (3) year incentive as described in a. above.

Payment will be made in a lump-sum payment after the employee has retired and made no later than July 31 after the end of the school year. An employee may only give one notice of retirement under this article, and any revocation of retirement notice will make an employee ineligible for any subsequent retirement incentive.

Employees who retire on a date other than the end of the school year in June will not be eligible for a retirement incentive.

ARTICLE 5 TEACHER PROTECTION

A. Protection

1. Teachers will immediately report to the Superintendent of Schools in writing all cases of assault and/or threats suffered by them in connection with their employment. The Superintendent will investigate the report and make recommendation for appropriate action.
2. All staff is required to immediately report, to the building principal, any incidents where a student(s) make a threat or allegedly makes a threat toward other student(s), staff or anyone or anything associated with the Stoneham Public Schools or the staff of the Stoneham Public Schools.
3. Once threats or injuries to a teacher have been reported, the building principal will immediately conduct an investigation to ascertain the details of the incident and notify the individuals involved of all actions taken, contacts made and discipline implemented. The teacher will be kept apprised of all action being taken regarding the situation. The safety of the staff is of the utmost importance in the schools and, therefore, any threat or injury will be of the highest priority for the administration and will take precedent.
4. After evaluating the degree of seriousness of the alleged threat, the building administration will follow the protocol as outlined in the Stoneham School Crisis Plan.

5. A staff member affected by a student's inappropriate actions and/or threats against them, their family, possessions or dwelling may be immediately released from their duties on that day to respond to said threats. Any additional time requested by the teacher(s) beyond that day to attend to the impact of such threats must be approved in advance by Superintendent of Schools.
6. This protocol in the Stoneham School Crisis Plan and Stoneham Public Schools Calendar and Manual cannot be modified, changed or revised without negotiation with the Stoneham Teacher's Association.

B. Personal Injury Benefits

All personnel are covered by Workmen's Compensation for any accident occurring in the performance of their employment. Time covered by Workmen's Compensation is not deducted under Leave Policy.

C. Attainment of Professional Teacher Status

Professional Teacher Status is obtained under Chapter 71, Section 41, of the Massachusetts General Laws. Each teacher in Stoneham not with professional teacher status is evaluated annually by the appropriate supervisor and/or principal to discuss the teacher's work and the evaluation reports. Additional conferences may be held by the Superintendent or the Assistant Superintendent concerning the teacher's work. If the district is considering not rehiring a teacher for the following school year, the teacher shall be notified of this intent in writing as soon as possible or prior to May 15th.

D. Teacher Files

Teachers will have the right, upon request, to review the contents of their personnel file, excluding references and information obtained in the process of evaluating the teacher for employment. If a teacher so requests, they shall be granted a conference with the Superintendent to discuss their file. This conference will be held no later than five days from the date of said request. A teacher will have the right to have a representative of the Association accompany them during such review and/or conference. The Superintendent shall have the right to have another administrator present during such review and/or conference. For any material other than regular office material added to the teacher's file, the teacher shall indicate knowledge of this material by attaching their signature. The teacher may include a statement of explanation, if they so desire.

E. Complaints

Any serious complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher at the discretion of the Administration. If such a complaint is not called to the attention of the teacher by the Administration, it is assumed that the complaint will have been deemed unsubstantiated by the Administration.

F. Just Cause

No teacher shall be officially disciplined, reprimanded, suspended, discharged or denied a step increase without reasonable and just cause. In no event shall this clause be construed to allow the following decisions to be subject to arbitration under the terms of this agreement: Failure to rehire a teacher without professional teacher status, the reduction in rank, compensation, and/or dismissal or failure to rehire any employee with respect to a non-professional teacher status position.

G. Health and Safety Committee

The Stoneham Teachers Association and the Stoneham School Committee agree to form a subcommittee to investigate and discuss health and safety issues within the Stoneham Public Schools. Health and safety issues to be investigated will include, but not limited to, emergency guidelines.

The subcommittee will be comprised of Association members, administrators, and School Committee members. Association members to be identified by the STA with representation from each school preferred.

H. Criminal Offender Record Information Procedure (CORI)

1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years.
2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.
3. All CORI checks shall be kept in a separate, secure file maintained in the Office of the Superintendent. Upon retirement or termination of his/her employment, an employee may request, in writing, that they be given their reports. Such reports shall be provided to the employee within ten (10) days of the request.
4. After review of a CORI report, the Superintendent, if deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

ARTICLE 6 ALLOWANCE FOR ABSENCES AND LEAVES

A. Sick Leave

1. Each teacher will be credited with fifteen (15) sick leave days at the beginning of the school year to be used for personal or family illness.

Beginning June 30, 2012, part-time employees shall be credited with pro-rated leave benefits calculated as the number of days times the part-time percentage of employment (e.g., 15 days x .5 FTE = 7.5 days). Leave taken shall be calculated as follows:

- Part-time, full-day, partial-week employees shall be deducted 1 day for each day absent (e.g., a .4 FTE employee working 2 days per week shall be deducted 1 day for each day absent);
- Part-time, part-day, full-week employees shall be deducted a part-time day equal to their part-time work assignment for each day absent (e.g., a .6 FTE employee shall be deducted .6 day for each day absent);
- Part-time, mixed-day, partial-week employees shall be deducted leave equal to the scheduled work-day for each day absent (e.g., a .5 FTE employee who works two and one-half days per week shall be deducted 2 half-days on a scheduled full day and 1 half-day on a scheduled half-day).

Three (3) of the above personal leave days may be taken for critical and necessary personal, legal, business, household or family matters which require attention during school hours. The reasons for personal days are personal and confidential. However, personal leave days cannot be used the first or last day of the school year or the day preceding or following a school holiday or vacation or long weekend without a stated reason, and permission from the Superintendent.

In the event a religious observance falls at a time in the school year when the member has exceeded their allowable fifteen (15) annual sick leave days, the use of additional paid leave days

shall be allowed. In no event will an employee be denied access to necessary religious days.

2. Unused sick leave may be accumulated up to one hundred ninety (190) days. Up to twenty percent (20%) of an individual's accumulated sick leave may be used each year for a significant illness of a member of a teacher's household or of an immediate family member. At the end of each school year, accumulated days beyond the maximum of 190 days will be deposited into the Sick Leave Bank as referred to in Section C below and Appendix B.
3. In the event an illness of an employee extends beyond the period of five (5) consecutive school days, the Superintendent, or designee, may require an examination by a physician approved by the Committee at its expense, as to the physical and emotional ability of the employee to resume work.

B. Bereavement Leave

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent, anyone who lives in the teacher's household or anyone for whom the employee is the primary caregiver.

Employees covered by this agreement will be allowed time off without loss of pay for up to three(3) days following the death of a relative of an employee who is the employee's aunt, uncle, great- grand parent, grandparent, grandparent of spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.

At the discretion of the Superintendent of Schools, this leave may be extended.

An employee requesting such leave shall submit a form to the Superintendent (Appendix F). The Superintendent may require supporting documentation if the circumstances warrant.

C. Sick Leave Bank

Sick-leave bank (SLB) benefits and process as described here and in Appendix B.

1. All professional employees covered by this contract shall participate in the SLB. However, a professional employee covered by this agreement must attain Professional Teacher Status (PTS) to be eligible to make a request of the SLB. The SLB accumulated days will cap at 900 days at any time.
2. SLB benefits will be granted only in cases of prolonged illnesses from which recovery and return to work are probable based on appropriate medical evidence. In addition, SLB benefits will not be granted for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over vacation period, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary. SLB benefits are limited as detailed in Appendix B.
3. A participating member may request up to and including five (5) days from the SLB in their initial request for personal illness only, provided all their leave has been exhausted. After the (sick) leave initially granted from the SLB has been used, the participating member may then request up to and including an additional thirty (30) days. Cases will be reviewed by the SLB Committee.
4. Authorization for application of bank days to an individual's record must be signed by all four members of the SLB Committee.
5. The SLB Committee shall be comprised of three (3) members elected at large by the Stoneham Teachers Association and the Superintendent's designee. The Superintendent's designee shall have the power to be a voting member of the SLB committee. This Committee shall present to

the Superintendent its decision for administrative processing.

6. If at any time during a given school year the number of days in the SLB depletes to less than one hundred (100) days, the Association agrees that each member will immediately deposit a sick leave day from their annual or accumulated sick leave. In the event a participating member has exhausted all of their sick leave, on the day the deposit is made, one day of sick leave will be taken from the next year's allotment of said member.
7. The operations of the SLB and withdrawals therefrom shall be carried out in accordance with guidelines set forth in appendix B. Decisions of the SLB Committee are not subject to the grievance and arbitration procedure set forth herein.
8. At the end of each school year, days accumulated by active teachers beyond the maximum of 190 days will be deposited into the SLB.
9. Upon retirement of a member, up to 25 days if available will be transferred from his personal cumulative leave to the SLB.

D. Parental Leave

Birth Parent

1. The Superintendent shall grant parental leave for up to eight (8) consecutive school weeks from the birth of a child upon receipt of a letter from a pregnant teacher. The letter must be sent at least two (2) weeks prior to the teacher's anticipated due date.
2. The teacher may use any of their personal accumulated sick leave for said period of time (8 consecutive school weeks) upon verification of birth from the employee's physician / hospital. The request for this personal accumulated sick leave utilization will be made at the time of the request for parental leave. Parental leaves under this paragraph will be paid to the extent of the teacher's available sick leave.
3. If after the eight (8) consecutive school weeks the teacher is deemed unable to return to work by a physician, the teacher must provide additional medical documentation to access accumulated sick leave.
4. A parental leave shall not be immediately followed by any other sick leave without additional medical documentation of a separate medical condition.

Non-Birth Parent

5. Upon request, non-birth parental leave of up to 8 consecutive school weeks duration will be granted to a non-birth parent. Leave under this section will be paid to the extent of the teacher's available sick leave. Leave under this section must be used within six (6) months of the child's arrival.

E. Extended Parenting Leave

In the event a teacher desires an unpaid parenting leave beyond the eight (8) consecutive school weeks provided by statute for maternity leave, the teacher will follow the procedure set forth below:

1. The Superintendent shall be notified in writing at least two (2) weeks prior to the expected start date of extended parenting leave.
2. Said extended parenting leave may be for up to one (1) year at the discretion of the Superintendent, with the resumption of employment ordinarily occurring at the beginning of a semester or marking period. Said leave, upon written request, may be extended by the Superintendent.

F. Adoption Leave

Upon request, adoption leave of up to eight (8) consecutive school weeks duration will be granted to an individual parent. Whenever travel to adopt is mandatory, travel will be allowed and will be included in the eight (8) consecutive school weeks. Adoption leaves under this paragraph will be paid to the extent of the teacher's available sick leave. In the event travel time is required when adopting a child and both parents are employed by the Stoneham Public Schools, one spouse would be eligible for the eight week leave and the other spouse is eligible for leave for the travel only.

G. Extended Leaves of Absence

1. Except for military leave, extended leave without salary will be granted only for periods not exceeding one (1) year, and may be extended. Examples of reasons for extended leave are:
 - a. Professional study, approved by the Superintendent, which would be of benefit to the school system as well as to the individual concerned.
 - b. Election to major offices of the Association's state or national affiliates or their related departments (for example, election to the office of President of the Massachusetts Teachers Association, the National Education Association).
 - c. Full-time exchange teaching or Peace Corps service, automatically renewable for a second year, provided the request for a second year's leave is accompanied by written evidence that the teacher is continuing the work for which the leave was first approved.
 - d. Campaigning for or serving in a public office. The teacher will not return to employment until the beginning of the next school year, unless a comparable position becomes vacant beforehand.
 - e. Paid Military Leave will be granted as provided for by Chapter 33, Section 59 of Massachusetts General Laws.
 - f. Other reasons at the discretion of the Superintendent.
2. Upon return from such leave as is described in paragraph 1.a and 1.c (above), a teacher will receive one year's experience credit on the salary schedule at the level the teacher would have achieved if the teacher had not been absent. A teacher will receive experience credit for each year of absence under paragraph 1.a and 1.c.
3. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, will be restored to the person upon the return, and the person will be assigned to a position at the same academic level, if possible, to that which they held at the time said leave commenced.
4. All applications for extension or renewals of leaves will be in writing and the decision will be stated in writing. Applications will be made to the Superintendent prior to March 1 indicating the intent to return to work or requesting an extension or renewal of leave for the next school year. If written notification has not been received by this date, the person will be subject to termination. However, this agreement is subject to an extension of time by mutual consent. The Superintendent may rehire the person without loss of benefits.
5. Notwithstanding anything to the contrary anywhere in this Agreement, the Superintendent may deny a request for an unpaid leave of absence if the teacher has worked less than three contract years out of the preceding five. Working a contract year means that no more than forty (40) days of that year are spent on unpaid leave status. However, there is no right to three consecutive contract years of leave. This provision shall be applied pro rata for teachers with less than five (5) contract years of Stoneham service at the time of the requested leave.

H. Sabbatical Leave

1. The Superintendent may grant a sabbatical leave for study or research to any teacher seeking to increase their professional ability. In order to apply for a sabbatical leave, the teacher must have had at least seven years of educational duties in the Stoneham Public Schools. Sabbatical leave will be granted for one-half year or one whole year.
 - a. For leave of one whole year, the salary rate will be not less than three-fourths of the applicant teacher's current salary. Such leave will be considered a year of experience on the Salary Schedule.
 - b. For leave of one-half year, the salary rate will be equal to the applicant teacher's current salary for one-half year. Such leave will be considered one-half year of experience on the Salary Schedule.
 - c. In either case, a sabbatical leave will be granted only once in seven years to the same teacher.
 - d. Special consideration will be given to any teacher who has a plan of full-time study toward obtaining a specific graduate degree.
 - e. A person on sabbatical leave will be entitled to all benefits passed by the School Committee while on such leave.
2. Prior to the granting of a sabbatical leave, the teacher shall enter into a written agreement with the Superintendent that upon the termination of such leave the teacher will return to services in the public schools of Stoneham for a period of three years or will refund to the Town within a year an amount equal to such proportion of salary received by the teacher while on sabbatical leave, as the amount of service agreed to be rendered. A teacher shall be exempt from this commitment in cases of an incapacitating illness.
3. Not more than one teacher per hundred teachers or fraction thereof will be granted a sabbatical leave in one year. If more apply then are available spaces for a sabbatical leave, the Executive Board of the Stoneham Teachers Association will recommend candidates; however, the final decision will be made by the Superintendent.
4. Applications for sabbatical leave shall be made prior to March one (1) of the school year preceding the intended sabbatical leave. In case of sabbatical leave for the second half of the school year, applications shall be made prior to October one (1).

ARTICLE 7 CONDITIONS OF EMPLOYMENT

A. Teaching Hours and Teaching Load

1. Time schedule for teacher:
 - a. The Committee and the Association agree that the teacher, as a professional, will devote whatever time is required to maintain a high quality of education in the Stoneham Public Schools.
 - b. The normal workday of elementary teachers will begin a minimum of twenty (20) minutes prior to the starting time established for students and will end a minimum of fifteen (15) minutes after the time established for the dismissal of students. The normal workday for Middle School teachers will begin ten (10) minutes prior to the starting time established for students to enter their homeroom and will end a minimum of sixteen (16) minutes after the

time established for the dismissal of students. The normal workday for High School teachers will begin nineteen (19) minutes prior to the starting time established for students to report to their first class and will end a minimum of ten (10) minutes after student dismissal time. Teachers are to be in their classrooms or performing school-related activities during these periods of time.

- c. Teachers may leave at the regular student dismissal (as defined by the school calendar for a full day) time on the day preceding a holiday or vacation, provided that the school day is not a half-day or early release day for students.
- d. Teachers are expected to remain after the normal workday for necessary staff meetings.
- e. Teachers are expected to attend a few evening activities each year such as conferences and back-to-school nights, at the discretion of the principal or the Superintendent of Schools.
- f. (1) The High School schedule will reflect a seven course schedule, with six periods meeting daily over a seven day cycle; one course will be dropped each day during the cycle. Teachers will be assigned not more than five courses and will teach four or five periods per day depending on the rotation. Teachers will have at least one class period per day for planning time. On days when teachers are scheduled for only four classes, a half-period supervision for cafeteria, hallway or similar duty will also be assigned, not to exceed 145 minutes in a seven day cycle; the other half-period will be a preparation period.
 - (2) On the middle school level, all teachers will not be assigned more than six (6) periods daily. These teachers will be assigned six preparations periods per six (6) day cycle.
 - (3) A secondary teacher will not be required to teach in more than two (2) subject areas, but in such cases, the number of class preparations will be held to a reasonable minimum.
 - (4) Exceptions to the provision above may be made only if the Superintendent (or designee) and the teacher(s) involved determine that it is necessary to do so in the best interests of the educational process.
- g. Teachers may leave the classroom when the special teachers of art, music, and physical education are instructing their classes. Nothing in this provision shall be construed so as to require the existence of any position. All elementary teachers will receive 225 minutes of individual planning/preparation time per five-day week. Every reasonable effort will be made to provide one (1) 45 minute Common Planning Block per week.

Middle and High School teachers will be scheduled for at least one preparation period per day.

During planning time, teachers may leave the building for extenuating circumstances provided they obtain approval from the principal. Teacher planning time will be used solely at the teacher's discretion for the following purposes but not limited to the following purposes: provisioning of classroom lesson and laboratory activities, including but not limited to set-up of technological integration and lesson manipulatives; parent contact via telephone and/or email; web site maintenance; meetings and consultation with special education staff, guidance counselors, and tutors, school adjustment counselors, administrators and parents; common planning with in-house staff for interdisciplinary units; student assessment; field trip planning and organization; photocopying; bathroom breaks; attendance and reporting of grades each quarter.

- h. There will be a fifteen (15) minutes recess for kindergarten through grades four (4). Teachers will be free from supervision of pupils for one-half of the recess period.
- i. To the extent that there is an increase in teacher duties/responsibilities as a result of

"Directed Study" as mandated by the Department of Education, that time shall be counted as teaching time and counted as one of the teacher's regularly assigned classes...i.e. the teacher's assignment shall be four (4) regularly assigned classes and a directed study.

2. Work year for teachers

- a. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin on the Monday prior to Labor Day. Students will begin on the following Wednesday and there will be no school on the Friday prior to Labor Day.

The work year will terminate no later than June 30th, but will in no event be longer than two (2) days more than the number of days when pupils are required to be in attendance by the State Board of Education. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days for which teacher attendance is required. The last day of school for students will be a half-day for students and a full day for teachers.

- b. It is recognized that certain teaching positions shall require additional time beyond the school year to fulfill their professional duties. If required by the Superintendent, the following positions will be assigned to work an extended work year of at least three (3) but no more than six (6) days, to be compensated on a per-diem basis: School Psychologists; Middle and High School Guidance Counselors.

3. Professional Responsibilities

Recognizing that the teacher's professional responsibility extends beyond the classroom, all teachers will be expected to share equitably in the ordinary and necessary extra-classroom responsibilities of a professional nature.

Every effort will be made to obtain teacher volunteers for the performance of non-teaching duties (such as chaperone duty) before any assignments are made. If the assignment of teachers to non-teaching duties becomes necessary, such assignment(s) shall be made on a fair and equitable basis. At the high school level, a stipend of \$75 for voluntary non-teaching duties will be paid.

4. High School Schedule

The High School daily schedule will be as follows:

	DAY 1		DAY 2	
8:15- 9:35	A Block (80min)		E Block (80 Min)	
9:35- 9:39	Transition		Transition	
9:39- 10:59	B Block (80 min)		F Block (80 Min)	
10:59- 11:03	Transition		Transition	
11:03- 12:57	C Block (80 min) L:30min	L1: 11:03-11:33 Class 11:37-12:57 L2: 11:47-12:17 Class 11:03-11:47 Class 12:21- 12:57 L3: 12:27-12:57 Class 11:03-12:23	G Block (80 min)	
12:57-1:01	Transition		Transition	
1:01-1:51	D Block (50 Min)	1 st Ten minutes are for daily announcements	D Block (50 Min)	1 st Ten minutes are for daily announcements

1:51- 1:55	Transition		Transition	
1:55- 2:50	FLEX (55 Min)		FLEX (55 Min)	

5. Joint Labor Management Committee

The parties agree to form a Joint Labor Management Committee (JLMC) to review and revise the school schedules. Any and all recommendations by the JLMC are subject to bargaining at the request of either party. The JLMC will be convened within 30 school days of ratification of a new contract.

B. Class Size

1. The Committee and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, when pupil-teacher ratios are established by the State Board of Education, these standards will be considered as desirable goals to be reached under normal conditions and when economically feasible.
2. The foregoing standards are subject to modification for educational purposes such as the avoidance of split-grade classes or half-classes, or for specialized or experimental instruction.

C. Teacher Assignment

1. As soon as practicable and under normal circumstances, teachers will be notified of their program for the coming school year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, not later than the close of the school year. After this time, should a change(s) in a teacher's assignment become necessary, the teacher will be notified as soon as possible.
2. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, gender identification, marital status, or sexual orientation.

D. Education Support Professional

The primary duty of the Education Support Professional shall be the performance of non-instructional duties, including clerical work and the care of children, as well as sub-professional teaching duties. Education Support Professional may support lessons and concepts under the supervision of a teacher with a teacher present in the teaching area, but under no circumstances may an Education Support Professional be used to replace a professional teacher in the classroom.

E. Substitute for Elementary Principals and Teaching Principals

If a principal is absent more than five (5) consecutive days and the duties are temporarily assigned to another teacher, the teacher acting for the principal will be paid an additional amount. This amount will be agreed to by the Association and the Superintendent.

F. Lunch

Teachers will have a duty-free lunch period each day of at least thirty (30) minutes. Teachers are free to leave the buildings provided they sign out and in.

G. Teacher Facilities

The Association will request from teachers of the various faculties specific recommendations for improvement of existing teacher facilities. Although individual recommendations of the Association will be considered by the Committee, the Association will develop system-wide proposals.

H. Use of School Facilities

1. The Association will have the right to use school buildings without cost at reasonable times for meetings. When special facilities are needed, the proper application forms shall be filed in the Superintendent's Office.
2. There will be one (1) bulletin board in each building placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. Copies of all such material will be given to the building principal, but the principal's advance approval will not be required.
3. a. The Association will have the right to place notices, circulars and other material on faculty bulletin boards and in teachers' mailboxes. Materials posted by the Association must be so identified and must be approved by the Association's president. The Superintendent or designee and the building principal must be informed of each notice other than preprinted circulars from the Association's affiliated organizations or their departments.

b. It is expressly understood that no member of the Administration will assume responsibility for the posting of distribution of materials for the Association or any other teacher organization.

I. Textbooks and Supplies

1. The Committee will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for their own use.
2. The Committee agrees that before a change in textbook or reference text is selected, the principals will discuss the change or new selection with the teachers concerned. Before a change in textbook and/or reference text is made in a secondary school, or before a new book is selected, the department head and/or principal will discuss the change with the teachers in the department. The recommendations of the teachers in the elementary schools and the teachers in the respective secondary departments shall guide the administration in making the final decision.
3. The Committee will provide sufficient teaching equipment and supplies as needed in the school system.

J. Payroll Deductions

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Stoneham all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this contract.

1. Any such authorization may be withdrawn by giving at least sixty (60) days' notice in writing of such withdrawal to the Committee and the Association. The Committee and/or the Town will incur no liability for loss of dues and other monies after properly depositing the same in the United States Mail. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association provided the Committee and/or the Town has not acted negligently and have extended reasonable cooperation to the Association in its defense of this matter.

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Stoneham School Committee to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Association in seventeen (17) deductions from October to May each school year with eight (8) transmittals of the funds so deducted, said transmittals to take place after every other deduction. I hereby waive all right and claim for such monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability thereof.

Unified (3 way) Teacher Organizations:
Stoneham Teachers Association
Massachusetts Teachers Association, and
National Education Association

Dated: _____ Teacher's Signature: _____

2. As a condition of their continued employment in the Stoneham Public Schools, every employee covered by this Agreement, if not a member in good standing of the Association shall pay or, by check or by payroll deduction, an agency service fee equal to one hundred per cent (100%) of the total of the local (STA), state (MTA) and national (NEA) dues. This legal obligation shall not arise before the thirtieth (30th) day next following the initial date of the employee's employment or the effective date of the Agreement, whichever is later.

An employee who elects to pay the agency service fee to the Association as provided herein may obtain from the Association a rebate of the pro rata share of certain expenditures as defined in MGL Chapter 150E, Section 12.

The Association agrees as a condition of this provision to indemnify and save the School Committee harmless for any action it may take pursuant to this provision including any claims made against it by any employee or group of employees.

3. The Stoneham Teachers Association will certify to the Committee in writing the current rate of its unified membership dues/agency fee. If the Association changes the rate of its unified membership dues, it will give the Committee thirty (30) days written notice prior to the effective date of such change.
4. Deductions referred to in Section 1 (pg. 18) will be made in equal installments during the months indicated in Section 1 (pg. 18).
5. No later than October 1 of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues from the Associations named in Section 1 (above) or deduct the agency fee. Any teacher desiring to have the Committee discontinue deductions he had previously authorized must notify the Committee and the Association concerned in writing by October 1 of each year for the school year's dues.

K. Professional Teacher Status

Professional Teacher Status (PTS) is earned after three years of service in the Stoneham Public Schools under a required Department of Elementary and Secondary Education (DESE) license. All teachers are required by the DESE to maintain their DESE license to remain a teacher in the Stoneham Public Schools. The period of time a teacher is on a "license waiver" is not counted towards the three year requirement for PTS. PTS maybe granted in less than three (3) years at the discretion of the Superintendent and under DESE guidelines.

L. Emeritus Status

The Superintendent may negotiate with and hire retired teachers outside of the terms and conditions of this agreement on an annual basis only after normal efforts to post and advertise for a teacher have failed to produce a candidate. The Superintendent shall provide a list of any such hires to the STA.

M. Anti-Fraternization Policy

Members agree to follow the anti-fraternization policy found in Appendix E.

ARTICLE 8 PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL DEVELOPMENT PROCESS

The Professional Development Program of the Stoneham Public Schools is designed to provide staff members the opportunity to further their professional development in order to provide instruction. The Education Reform Act of 1993 requires school districts to have a district professional development plan to support the achievement of school and district goals. The plan will include offerings to assist teachers to meet re-certification requirements.

1. Professional Days

The School Committee, Administration, and Teachers' Association recognize the importance of Professional Development. Each teacher will be allowed up to three (3) days each school year to engage in professional development activities, subject to the approval of the Superintendent. Unused time is not cumulative. Professional development days, used by a teacher to participate in a professional development activity requested by the administration, will not count towards the annual three (3) professional development days available to each teacher. Examples of typical options for Professional Development Days include the following:

- attending a workshop or conference;
- researching information in preparation for a unit;
- working with other faculty members to improve curriculum for teaching performance;
- visiting a resource center to gather materials and ideas for implementation in the classroom;
- visiting other schools or attending meetings of an educational nature;
- writing curriculum.

2. Committee

- Professional Development Committee will be formed yearly to serve as an advisory committee to the Superintendent on the organization, content, and format of the district professional development plan.
- The Committee will consist of one member from each school building appointed by the president of the Teachers' Association and two administrators appointed by the Superintendent.
- The Professional Development Committee will meet monthly.
- The SPS Professional Development Approval Guidelines in the SPS Professional Development Handbook should not be modified, changed, or revised without negotiation with the STA.

3. The Application and Approval Process

Teachers who plan to take a professional day must procure, on a prescribed form, prior written approval of the Superintendent or designee. Application forms will be provided in each school upon request. These forms are to be submitted to the principal and program supervisor (where appropriate), who in turn will submit them to the Superintendent's Office. All forms must be received at least ten school days prior to the requested day. Any request(s) not meeting this

deadline may be forwarded to the Superintendent or designee for consideration on an individual basis. If the requested day complies with their individual Professional Development Plan, School Improvement Plan or District Plan, the request will be approved by the Superintendent and a copy of the form returned to the applicant as notification of approval. If the requested day is outside the established guidelines, the application will be returned to the appropriate principal or supervisor for resolution. Consideration of any proposal for professional development shall adhere to the following guidelines:

- a. The requested professional development activity can be said to fall within the definition of professional development as established by the Professional Development Committee and DESE standards for Professional Development.
- b. No other teacher will be inconvenienced in the course of the school day.
- c. Normally no more than ten (10) teachers can participate in professional development on any one given date.

B. PROFESSIONAL IMPROVEMENT ADVANCEMENT

1. Steps and Levels

- a. A teacher will advance one step of each completed school year in which that teacher actually works at least ninety-three (93) school days in the Stoneham Public Schools and has rendered satisfactory service.
- b. Teachers will advance from one level to another by meeting all the professional requirements of higher levels. Any teacher who thinks they may move from one level to another shall complete the level change notification form no later than November 1st of the school year prior to the September 1st that the level change is to be effective.

2. Use of Professional Development Points (PDP's) to advance on the salary schedule shall be subject to the following conditions:

- a. PDP's used for salary scale advancement must be earned after the teacher has commenced teaching in the Stoneham Public Schools. PDP's issued / endorsed / required by the Stoneham Public Schools may be used prior to earning a Master's degree.
- b. Any professional development workshop/conference/course that is consistent with DESE guidelines will be approved for salary schedule advancement if participants submit an application prior to the activity and does one of the following as part of or after the activity:
 - Complete a school-based activity or curriculum unit
 - Publish written curriculum materials
 - Produce an observable demonstration of learning that could include a written product.

c. Activities from Recertification Guidelines for Massachusetts Educators will receive District Approved PDP's. Educators who participate in the following professional development programs are eligible to receive one (1) PDP per contact hour but may not apply more than the maximum identified point per year.

(1) Mentor Training	1 per hour
(2) Summer Content Institutes	30
(3) Mentoring	15
(4) Peer Coaching	15
(5) Supervising Practitioner	15
(6) Cooperating Teacher	15
(7) National Board of Professional Teaching Standards Certification	30
(8) Accreditation or Inspection Team member	30
(9) Presenter at National Conference	30
(10) New curriculum unit published	15

d. Credit for salary schedule advancement may be approved for "off-site" professional

development if: (1) it is the result of a collaborative effort between the Stoneham Public Schools and another organization; or (2) the provider is an accredited institution by the U.S. Department of Education.

- e. The exchange rate shall be: 15 PDP's = 1 graduate credit. CEUs for state-licensed professionals, such as Speech and Language Pathologist, Psychologist, Nurse, Licensed Clinical Social Workers, may be converted as follows 1 CEU = 10 PDP's, provided the CEU sponsoring agency is recognized by the Massachusetts Division of Professional Licensure (see mass.gov Division of Professional Licensure) or the International Accreditors for Continuing Education and Training.
- f. Under this provision, a teacher may apply a maximum of thirty (30) PDP credits (equivalent to 450 PDP's) to movement on the salary schedule. The maximum shall increase to thirty-five (35) PDP credits (equivalent to 525 PDP's) as of July 1, 2019.
- g. The Superintendent or designee may allow salary schedule advancement for pre-approved courses/conferences/workshops geared to low-incidence teaching populations for whom opportunities are not offered locally by the Stoneham Public Schools. Low incidence is defined as any subject/content area in which the Stoneham Public Schools does not offer PDP opportunities within a given school year.
- h. For professional development workshop or courses that would not otherwise qualify for recognition for PDP's, a teacher may apply to produce an observable demonstration of learning or written product and receive 2 PDP's in addition to the hours provided by the activity.
- i. District Approved PDPs will be awarded to all committee members for any Stoneham Public Schools committee work (i.e.: Professional Development Committee, Math Committee, Mentor Steering Committee, ELA Committee, Technology Committee, DDM Committee, Report Card Committee) for which the committee produces a school or district based activity or product.
- j. Educators who develop and present a professional development workshop are eligible to receive twice the number of PDPs given to participants in addition to a stipend. A team of two presenters will also receive twice the number of PDPs but split the stipend.
- k. Curriculum writing opportunities will be posted. Any curriculum writing done outside of the school day at all levels receive the following compensation:

SECONDARY AND ELEMENTARY LEVEL:

- Writing a new curriculum unit and inputting to the district curriculum repository: 15 PDPs and \$1200 for a full-year course, 7.5 PDP's and \$600 for half-year, and 4 PDP's and \$300 for a quarter year course.
- Rewrite and/or complete curriculum that already exists and input into the district curriculum repository: 10 PDPs and \$800 for a full-year course, 5 PDP's and \$400 for half-year, and 3 PDP's and \$200 for a quarter year course.
- Substantially update curriculum already in the district curriculum repository: 10 PDPs and \$600 for a full-year course, 5 PDP's and \$300 for half-year, and 3 PDP's and \$150 for a quarter year course.

- i. Teachers writing curriculum during the course of the school day (grade level meetings, professional days, PD days) will receive PDPs.

C. PROFESSIONAL IMPROVEMENT REQUIREMENTS

1. Conditions

- a. Teachers who plan to take courses to meet professional improvement requirements submit an

- application and receive prior written approval of the superintendent or designee.
- b. Written evidence from the institution showing completion of a course or degree, or the completion of the requirements for a Level transfer, must be presented as soon as evidence of completion is available, but no later than the last business day in August of the year in which the teacher intends to move. Courses not completed within nine (9) months of the start of the course shall be considered void; teachers with extenuating circumstances may apply to the superintendent for an extension of this period.
 - c. In the event a teacher is on a leave of absence and is a full-time student, they may be transferred to a higher level if the requirements are met. Experience credit during the year of absence shall not be granted except in the case of military leave or in special cases approved by the Superintendent.
 - d. No one shall be transferred to more than one higher level during any school or contract year except where a doctorate is the next earned degree beyond the masters. Teachers transferred to the next higher level will not lose step advancement. A teacher at maximum salary, upon completion of requirements for transfer to the next level, shall advance to the maximum step of the next level.

2. Planned Program

- a. Evidence of degree completion for level advancement must be from institutions and fields of study meeting the approval of the Superintendent. Courses beyond the master's degree submitted toward advancement must meet the same requirements.
- b. Teachers may qualify for a level beyond the Master's in any of the following ways:
 - 1) By submitting a certificate of advanced study, or its equivalent.
 - 2) By presenting evidence of the receipt of a second master's degree in another approved field. One of these degrees must be in the subject area in which the teacher is instructing in Stoneham.
 - 3) By accumulating credit hours of courses previously approved by the Superintendent. A grade of (B-) or better will be used as criteria for course approval. In case of extenuating circumstances of a lower grade, individual cases will be reviewed by the Superintendent.

D. STUDY TUITION REIMBURSEMENT

1. A teacher shall be reimbursed for the tuition cost of graduate level courses taken at a regional accredited college or university; subject to the following conditions:
 - o The course must be approved in advance by the Superintendent or designee. The decision of the Superintendent or designee is not subject to the arbitration procedure.
 - o The course must either be part of a planned program to enhance the competence of the teacher in their present position, or be directly related to the employee's area of responsibility and aligned to school/district/or employee professional practice goal(s).
 - o The district **ONLY ACCEPTS** graduate credit for reimbursement and salary lane changes for graduate- level courses offered directly from regionally accredited universities and colleges. Documentation must be an official, original transcripts. On-line copies (printouts) are usually marked "unofficial" and will not be accepted by the district. It is the responsibility of the applicant to make sure that credits earned from courses taken, especially courses from on-line Staff Development sites, are courses eligible for graduate credit. It is incumbent upon the educator to get documentation in writing from the university or college that credit granted is indeed graduate, before registering for the course. The online course must confer graduate credits. Quarters and points are examples of measurements that are not acceptable as graduate credits.
 - o Two (2) online graduate courses that are designed as a self-paced module (up to a maximum of 6 credits) per year may be eligible for reimbursement or lane changes. Otherwise, online credit courses must meet the following criteria:
 - The online course has a specific start and end date with a minimum of fifteen hours of work for 1 graduate credit.
 - The online course is not designed as a self-paced "module" with no specific beginning and ending date.

- The online course requires regular weekly interaction with the professor and other students, e.g., discussion boards that require the class members to log in and participate in discussions.
 - The online assignments are regular, posted and graded by the professor.
 - Courses that do not meet the above required criteria may still qualify for workshop and/or conference reimbursement.
 - The teacher must achieve a grade of at least B- or its equivalent and shall submit a record of the grade to the superintendent or designee.
 - The teacher shall pay the entire tuition fee and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the tuition bill and proof of payment shall be submitted to the superintendent or designee as evidence of the cost of the course no later than 45 days from the completion date of the course/workshop/conference.
 - Reimbursement for tuition will be limited to \$1,000 per contract year per teacher. In order to be reimbursed for any course/workshop/conference, teachers must certify that they are not being reimbursed by any other means.
 - Only those applicants still employed by the Stoneham school system as of the payment date set forth below, shall be eligible for reimbursement.
 - The Committee agrees to budget \$70,000. If the total budgeted amount is insufficient to reimburse each requesting teacher in full up to the \$1,000 limit, funds shall be disbursed to requesting teachers per the following formula:
 - The \$70,000 annual amount shall be divided by the number of teachers seeking reimbursement, and such sum shall serve as the average amount to be reimbursed. Any teachers whose costs fall below the average will be reimbursed in full. The remainder will be distributed among the teachers whose costs are at or above the average amount so that each receives the same percentage of the remaining balance in course reimbursement, up to the \$1,000 maximum.
 - Payment shall be made in the first or second week of October following the end of the fiscal year.
3. The Committee will pay for registration, tuition and course materials for any course it requests a teacher to take, with the approval of the Superintendent of Schools. A stipend paid at the rate of \$25 per hour for instructional time will be awarded for mandatory training courses held outside of the school day.

E. INDUCTION AND MENTORING PROGRAM

1. The Stoneham Public Schools will provide an induction program for teachers in their first year of practice in accord with (603. CMR 7.12 (1)). The intent of an induction program is to provide teachers with a systematic structure of support that helps them become familiar with their school and district, refine their practice, and better understand their professional responsibilities.
2. Each mentor shall have Professional Teacher Status in the Stoneham Public Schools. Mentor training will be offered annually free of charge and the course will be designed and taught by members of the Steering Committee. The Steering committee will consist of the Director of Curriculum, the Mentor Coordinator, one (1) STA Representative as appointed by the President and four to six teachers with Professional Status that have taken the mentor course. This Steering Committee shall develop the mentoring course and evaluate its effectiveness on an annual basis.
3. Each mentor will be given guidelines by the mentor coordinator prior to them beginning work and shall adhere to those guidelines. Mentor Program Notebook will be reviewed and updated yearly with the Mentor Coordinator and Superintendent. In any year in which forty (40) or more new teachers are hired, there will be two (2) mentor coordinators.
4. Mentor assignments will be building based and determined by Principal/Program Supervisor and Mentor Coordinator with approval of the Superintendent. According to 603CMR 7.12 (2) d, release time for both the mentor and new teacher will be provided to engage in regular classroom observation and other mentoring activities. In the assigning of mentors, preference will be given to applicants who match with a mentee's building/certification area.

5. All communication professional in nature, written and oral, between the mentor, mentee and the mentor coordinator is confidential to the extent allowed by state law.

ARTICLE 9 EVALUATION

A subcommittee, chair by the Superintendent of Schools or designee, and comprised of three additional administrators designated by the Superintendent, and four teachers designated by the Association, will convene to align the evaluation system with the current DESE regulations and the Massachusetts Model System for Educator Evaluation Model Collective Bargaining Contract language, to the following key features of the Educator Evaluation Framework:

- Standards of Effective Practice
- Rubrics
- Three Categories of Evidence
- Performance Ratings
- Educator Plans
- Five- Step Evaluation Cycle

The recommendation of the subcommittee shall be submitted to the parties' principals for ratification votes no later than June 30, 2023.

PURPOSE OF EVALUATION PROGRAM

- 1) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- 2) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

ARTICLE 10 TRANSFERS, VACANCIES AND PROMOTIONS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.

Changes in grade assignment in the elementary schools and in the secondary schools will be voluntary. Exceptions to the provisions in this Article may be made only if the Superintendent (or

designee) determines that it is necessary to do so in the best interest of the educational process but in no instance shall this provision be applied to circumvent the rights and obligations contained in Article XI, Reduction in Force.

A. Definition of Terms

1. **Transfer:** the movement of a teacher from one assignment to another, either within a building or from one building to another.
2. **Vacancy:** the availability of a professional position as a result of a tendered letter of resignation or retirement, the death or disability of a staff member, a leave of absence for a second consecutive year, a request for a full year academic leave of absence or a leave of more than ninety-three days' duration.
3. **Assignment:** the position in which the teacher is placed.

B. Procedures: Transfers, Vacancies and Promotions

1. All Teachers are invited to indicate interest in other positions in the system. The following procedures will be followed when filling all vacancies and considering all transfer requests:
 - a. Each year a PreK-12 Organizational Design will be posted on or before April 1st. The Organizational Design will identify all teaching positions for the next school year, including where vacancies are anticipated.
 - b. All teachers will have ten (10) school days to request via e-mail a voluntary transfer to any posted position. Requests will include a reason for the requested transfer.
 - c. The Superintendent of Schools or designee will interview all staff interested in voluntary transfers to any of the identified vacancies.
 - d. By May 15th or earlier, a Tentative Teaching Assignment posting will be sent to all teaching staff, identifying tentative teacher assignments for the next school year. This posting will also identify resulting vacancies created by voluntary and involuntary transfers.
 - e. When a reduction in the number of teachers in a school is necessitated by a change in the school population or other unusual circumstances, qualified volunteers from that school for other positions(s) in the school system will be sought by the administration prior to taking steps toward an involuntary transfer. If, in the opinion of the building principal, an acceptable volunteer is not available an involuntary transfer may be considered. Any involuntary transfer to another building will be decided by seniority – the least senior teacher, with necessary certification, will be transferred first.
2. As professional positions become open during the school year (September to June), the position(s) will be adequately publicized by the Superintendent by means of email notification as far in advance of the appointment as possible. During the months of July and August email notification of any such vacancy will be given to the members of the Association. A position will be posted for ten (10) school days and no position will be filled, except on a temporary basis, prior to the expiration of the posting period.
3. All openings for all summer school and summer work will be adequately publicized by the Superintendent's office via e-mail and shall be posted in each school building as early as possible, and, under normal circumstances, not later than ten (10) school days prior to the start of said session. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such summer school and summer work will be notified of the action taken regarding their applications within thirty (30) days prior to the beginning of summer school and summer work, and within ten (10) school days prior to the beginning of tutoring.

4. Tutoring opportunities will be announced by means of a generic posting once a year, generally in the early fall.
5. Teachers applying for stipendiary positions within the bargaining unit will be given adequate opportunity to make application for such positions. Each applicant from within the school system will be given an interview. Preference will normally be given to qualified teachers already employed by the Committee. Any teacher not selected may request an explanation from the Superintendent or his/her designee. Notwithstanding, the best-qualified candidate will be selected. Seniority will be one of the qualifications in evaluating the candidates.

Teachers applying for summer school positions/summer work for the first time will be granted an interview and after successful completion of their first summer an interview is not required.

6. Teachers applying for a position outside the bargaining unit will be given adequate opportunity to make application for such positions. Each applicant from within the school system that holds a current license or is currently certifiable for said advertised position will be given an interview. Any teacher not selected may request an explanation from the Superintendent or designee.

C. Selection Criteria

1. The Superintendent agrees to give due weight to the professional background and attainments of all interested teachers, the length of time each has been in the school system and other relevant factors. Preference will normally be given to qualified teachers with professional status already employed by the Committee and each teacher not selected may request an explanation from the Superintendent or designee. Notwithstanding, the best-qualified candidate will be selected.
2. Personnel decisions will be made without regard to race, creed, color, religion, nationality, sex, marital status or sexual orientation.

ARTICLE 11 REDUCTION IN FORCE

- A. If the Committee decides to reduce the number of bargaining unit positions held by teachers, such reduction shall be consistent with General Laws Chapter 71, Section 41 as amended and the regulations of the State board of Education appurtenant thereto and this Agreement.
- B. If the Committee decides that reductions in staff are necessary, the District will attempt to meet its needs first through attrition.
- C. A teacher with professional teacher status will not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
- D. Qualified will be defined as certified or possessing all requirements of certification by the Massachusetts Department of Education in accordance with M.G.L.A. Chapter 71, Section 38G as amended. For purposes of this Article, teachers are qualified for the following school year for departments listed below based on information about new certifications in the Superintendent's Office as of May 1, or, in lieu thereof, teachers are qualified who submit written verification to the Superintendent by May 1 that certification(s) will be achieved by August 1.
- E. **Seniority Defined**
 1. Seniority is defined as a professional status teacher's total length of professional service as a certified teacher or specialist in Stoneham from the first day for which compensation was received. Approved unpaid leaves of absence covered by the Family and Medical Leave Act shall be counted toward the accrual of seniority. Unpaid leaves of absence not covered by the FMLA

shall not constitute a break in service, but shall not count towards accrual of seniority. In no event shall per diem substitute time count toward seniority.

2. A professional or managerial employee with prior teaching service in Stoneham shall be deemed to hold seniority for all teaching service within the bargaining unit and will continue to accrue seniority in the event they exercise their right to return to the bargaining unit.

F. Seniority Areas

1. A teacher shall hold seniority in the area in which he/she is currently teaching or subsequently transferred, voluntarily, or involuntarily.
2. The seniority areas shall be the current language of DESE license areas. In the event of any ambiguity or continued use of outdated license areas, the Committee shall consult with the Association on clarifying areas.

G. RIF Selection Procedures

1. The Superintendent will select for RIF based on inverse seniority among teachers holding professional teacher status pursuant to M.G.L. Ch. 71, Section 41, presently in force, provided that only qualified teachers are retained within any seniority area.
2. A seniority list for each seniority area will be compiled normally by October 15 of each school year. A copy will be posted in each school building, and a copy will be given to the Association president. Teachers will have until December 1 to verify existing certification applying to them individually. On or before December 1, the Association will submit to the Superintendent a list of disputed items on said list. The parties will sign off on the agreed upon seniority list on or before December 15.
3. Reduction in force will be effective on the first day of any professional work year. The Superintendent shall notify a teacher affected by RIF in writing by May 15 of the school year preceding the school year in which the reduction is to take place.

H. Recall

1. The senior teacher on layoff who is qualified to fill a permanent vacancy in an area in which they held seniority at time of layoff (including seniority in an area from which the teacher was previously bumped) will be recalled first. The Stoneham School District will not hire from the outside to fill any vacancy so long as teachers who meet the criteria of the preceding sentence retain recall rights.
2. Recall outside of a teacher's seniority area(s) will be considered on an individual basis by the Superintendent in their discretion.
3. Recall rights shall be retained for two years from the effective date of layoff unless sooner terminated under the following subsection.
4. Recall rights shall terminate with a rejection of a recall offer under Subsection (1). In the event a teacher's first recall offer is made under Subsection (2) and is rejected, recall rights shall terminate with the rejection of the second recall offer. Recall rights shall terminate unless within 15 calendar days after receipt of a recall notice the teacher notified the Superintendent of their acceptance and reports for work. Recall offers shall be sent by certified mail to a teacher's last address of record at the Office of the Superintendent of Schools and shall be deemed to have been received not more than four calendar days following date of posting.
5. Upon recall, all rights of the Agreement and benefits to which a teacher was entitled at the time the layoff commenced, including unused accumulated sick leave, will be restored to the teacher upon their return. In addition:

- a. A recalled teacher shall advance to the next step of the salary schedule upon being recalled.
- b. A person who exercises their recall rights and resumes employment in the Stoneham Public Schools shall be credited with all benefits and privileges that they were entitled to as of the date of the layoff.
- c. A recalled teacher will be assigned to the same or similar position, if available, which they held at the time of commencement of the layoff assuming that, if it is not the position from which the teacher was laid off, the teacher is qualified to fill the recall position.

ARTICLE 12 TECHNOLOGY

Teachers will not be disciplined or evaluated negatively for student misuse of the Internet absent a wrongful act or omission on the part of the teacher.

ARTICLE 13 GENERAL PROVISIONS

- A. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in its activities.
- B. The Association president, while serving in that office, shall be relieved of as many duties as possible except teaching. This relief from non-teaching assignments may include homeroom, study classes, extra assignments and non-teacher classroom duties. In addition, the Association President will be granted up to five (5) approved days annually to conduct STA business with substitute coverage, if needed. Additional days may be granted to the Association President, subject to the approval of the Superintendent of Schools.
- C. Since teachers are entitled to full rights of citizenship, religious or political activities of any teacher (or the lack thereof) outside of educational activities involving teachers with students will not be grounds for any discipline or discrimination with respect to the professional employment of such teachers.
- D. The Committee will provide the Association with information that may be necessary for the Association to process grievances under this Agreement; to the extent it is legal and agreeable to both parties.
- E. This Agreement shall constitute Committee policy pertaining to the material contained herein. For the term of this Agreement the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its existing policies and direct the Superintendent to amend any existing administrative procedures and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- F. For the term of this Agreement, the Association will carry out the commitments contained herein and give them full force and effect as policy of the Association. The Association will amend its by-laws and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

**ARTICLE 14
QUESTIONS OF ETHICAL CONDUCT**

The Committee and the Association agree that questions considered by the Committee to involve matters of professional ethics shall be referred to the Association for study and interpretation through the Association's Professional Rights and Responsibilities Committee before action is taken thereon by the Committee.

**ARTICLE 15
SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by any authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE 16
AMENDMENT**

This Agreement shall not be altered or amended before its date of expiration unless either party has given written notification to the other of the proposed change. Any change or amendment mutually agreed upon shall be appended hereto and become a part hereof when the Committee and the Association shall vote to execute said amendment with signatures of those authorized.

**ARTICLE 17
HOLDOVER**

In the event that the Committee and the Association shall fail to secure an Agreement, as therein before provided in Article II, prior to the termination of this Agreement, the Committee and the Association may elect to extend the duration of this Agreement.

**ARTICLE 18
SPECIFIC PERFORMANCE**

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages that would otherwise be obtained.

**ARTICLE 19
CONTINUITY OF EMPLOYMENT**

In consideration of the terms of this Agreement and the legislation that engendered it, the Association and its members individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or willful absence from their position, or in any illegal activities directed against the Stoneham School System.

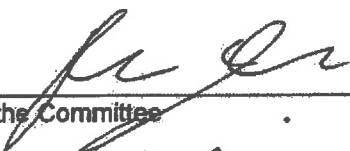
**ARTICLE 20
REOPEN CONTRACT CLAUSE**

It is understood that the School Committee and Stoneham Teacher Association agree to reopen the current contract agreement if the Commonwealth of Massachusetts enacts into law amendments to the Chapter 70 funding formula which result in a substantial correction to the level of reimbursement the Town of Stoneham receives for public education.

ARTICLE 21

This agreement with the above changes, ratified by the parties on June 15, 2022 will be in effect as of July 1, 2022 and shall remain in full force and effect up to and including June 30, 2025.

In witness whereof, each of the parties hereunto has caused this agreement to be executed by its proper officer, hereto duly authorized.



For the Committee



Date



For the Association

8/17/2022

Date

**Appendix A
SALARIES***

EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023 (3.0%)									
	B	B+15	M	M+15	M+30	M+45	M+60	M+75	D
1	\$48,687	\$50,590	\$52,495	\$53,867	\$55,239	\$56,614	\$57,991	\$59,275	\$60,126
2	\$50,480	\$52,396	\$54,311	\$55,673	\$57,032	\$58,405	\$59,777	\$61,061	\$61,912
3	\$52,267	\$54,169	\$56,076	\$57,451	\$58,826	\$60,201	\$61,576	\$62,859	\$63,711
4	\$54,652	\$56,555	\$58,457	\$59,831	\$61,208	\$62,581	\$63,953	\$65,238	\$66,090
5	\$57,044	\$58,946	\$60,851	\$62,224	\$63,597	\$64,967	\$66,338	\$67,621	\$68,473
6	\$59,414	\$61,319	\$63,225	\$64,595	\$65,967	\$67,340	\$68,715	\$69,999	\$70,850
7	\$61,794	\$63,696	\$65,599	\$66,973	\$68,348	\$69,723	\$71,098	\$72,381	\$73,232
8	\$64,770	\$66,674	\$68,576	\$69,958	\$71,336	\$72,715	\$74,093	\$75,376	\$76,228
9	\$67,753	\$69,659	\$71,565	\$72,937	\$74,310	\$75,681	\$77,052	\$78,337	\$79,188
10	\$71,329	\$73,232	\$75,137	\$76,510	\$77,883	\$79,258	\$80,633	\$81,916	\$82,768
11	\$76,475	\$77,594	\$78,711	\$80,083	\$81,455	\$82,828	\$84,201	\$85,486	\$86,337
12	\$0	\$79,176	\$85,316	\$86,724	\$88,134	\$89,544	\$90,953	\$92,237	\$93,087

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024- APPLY A \$500 INCREASE TO THE AMOUNTS AT MASTERS STEP 12 THROUGH DOCTORATE STEP 12, THEN APPLY A 2.0% ACROSS THE BOARD INCREASE TO THE SALARY SCALE									
	B	B+15	M	M+15	M+30	M+45	M+60	M+75	D
1	\$49,661	\$51,602	\$53,545	\$54,944	\$56,344	\$57,747	\$59,150	\$60,460	\$61,328
2	\$51,490	\$53,444	\$55,398	\$56,787	\$58,173	\$59,573	\$60,972	\$62,283	\$63,15
3	\$53,312	\$55,253	\$57,197	\$58,600	\$60,002	\$61,405	\$62,807	\$64,116	\$64,985
4	\$55,745	\$57,686	\$59,626	\$61,027	\$62,432	\$63,832	\$65,233	\$66,543	\$67,412
5	\$58,185	\$60,125	\$62,068	\$63,469	\$64,869	\$66,267	\$67,665	\$68,974	\$69,843
6	\$60,602	\$62,545	\$64,489	\$65,887	\$67,286	\$68,686	\$70,089	\$71,399	\$72,267
7	\$63,030	\$64,970	\$66,911	\$68,312	\$69,715	\$71,117	\$72,520	\$73,829	\$74,697
8	\$66,065	\$68,008	\$69,948	\$71,357	\$72,763	\$74,169	\$75,575	\$76,884	\$77,753
9	\$69,108	\$71,052	\$72,997	\$74,396	\$75,796	\$77,195	\$78,593	\$79,903	\$80,772
10	\$72,756	\$74,697	\$76,640	\$78,040	\$79,440	\$80,843	\$82,245	\$83,554	\$84,423
11	\$78,005	\$79,146	\$80,285	\$81,684	\$83,085	\$84,485	\$85,885	\$87,195	\$88,064
12	\$0	\$80,759	\$87,532	\$88,969	\$90,407	\$91,844	\$93,282	\$94,591	\$95,459

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025 (2.0%)

	B	B+15	M	M+15	M+30	M+45	M+60	M+75	D
1	\$50,654	\$52,634	\$54,616	\$56,043	\$57,471	\$58,902	\$60,333	\$61,670	\$62,555
2	\$52,520	\$54,513	\$56,506	\$57,922	\$59,337	\$60,765	\$62,192	\$63,528	\$64,413
3	\$54,378	\$56,358	\$58,341	\$59,772	\$61,202	\$62,633	\$64,063	\$65,399	\$66,285
4	\$56,860	\$58,840	\$60,818	\$62,248	\$63,681	\$65,109	\$66,537	\$67,874	\$68,760
5	\$59,348	\$61,328	\$63,310	\$64,738	\$66,166	\$67,592	\$69,018	\$70,353	\$71,239
6	\$61,814	\$63,796	\$65,779	\$67,205	\$68,632	\$70,060	\$71,491	\$72,827	\$73,712
7	\$64,290	\$66,270	\$68,249	\$69,679	\$71,109	\$72,540	\$73,970	\$75,306	\$76,191
8	\$67,386	\$69,368	\$71,346	\$72,784	\$74,218	\$75,652	\$77,086	\$78,421	\$79,308
9	\$70,490	\$72,474	\$74,457	\$75,884	\$77,312	\$78,739	\$80,165	\$81,501	\$82,388
10	\$74,211	\$76,191	\$78,173	\$79,601	\$81,029	\$82,460	\$83,890	\$85,225	\$86,112
11	\$79,565	\$80,729	\$81,891	\$83,318	\$84,746	\$86,175	\$87,603	\$88,939	\$89,825
12	\$0	\$82,375	\$89,283	\$90,748	\$92,215	\$93,681	\$95,148	\$96,483	\$97,368

Athletic Stipends

	2018-2019		6/30/2019		2019-2020		2020-2021		
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	
Cheerleaders									
Head Coach	\$3,908	\$5,871	\$3,947	\$5,930	\$4,026	\$6,048	\$4,146	\$6,230	
First Assistant	\$3,412	\$4,881	\$3,446	\$4,930	\$3,515	\$5,029	\$3,620	\$5,180	
Second Assistant	\$2,925	\$4,392	\$2,954	\$4,436	\$3,013	\$4,525	\$3,104	\$4,661	
Cross Country (Boys)									
Head Coach	\$2,794	\$5,643	\$2,822	\$5,699	\$2,878	\$5,813	\$2,964	\$5,988	
First Assistant	\$2,192	\$3,908	\$2,214	\$3,947	\$2,258	\$4,026	\$2,326	\$4,146	
Second Assistant	\$1,955	\$3,659	\$1,975	\$3,696	\$2,014	\$3,770	\$2,075	\$3,883	
Cross Country (Girls)									
Head Coach	\$2,794	\$5,643	\$2,822	\$5,699	\$2,878	\$5,813	\$2,964	\$5,988	
First Assistant	\$2,192	\$3,908	\$2,214	\$3,947	\$2,258	\$4,026	\$2,326	\$4,146	
Second Assistant	\$1,955	\$3,659	\$1,975	\$3,696	\$2,014	\$3,770	\$2,075	\$3,883	
Equipment Manager									
Three Seasons	\$7,753	\$10,116	\$7,830	\$10,217	\$7,987	\$10,422	\$8,227	\$10,734	
Field Hockey (Girls)									
Head Coach	\$3,908	\$6,597	\$3,947	\$6,663	\$4,026	\$6,797	\$4,146	\$7,000	
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180	
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398	
Swimming									
Head Coach	\$3,908	\$6,597	\$3,947	\$6,663	\$4,026	\$6,797	\$4,146	\$7,000	
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180	
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398	
Football (Boys)									

Head Coach	\$9,025	\$12,935	\$9,116	\$13,064	\$9,298	\$13,326	\$9,577	\$13,725
First Assistant	\$5,614	\$8,055	\$5,670	\$8,135	\$5,783	\$8,298	\$5,957	\$8,547
Second Assistant	\$5,129	\$6,585	\$5,180	\$6,651	\$5,284	\$6,784	\$5,442	\$6,988
Golf								
Head Coach	\$2,443	\$4,639	\$2,468	\$4,685	\$2,517	\$4,779	\$2,592	\$4,922
Soccer (Boys)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Soccer (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Volleyball (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Basketball (Boys)								
Head Coach	\$5,347	\$8,056	\$5,400	\$8,136	\$5,508	\$8,299	\$5,674	\$8,548
First Assistant	\$4,056	\$5,614	\$4,097	\$5,670	\$4,179	\$5,783	\$4,304	\$5,957
Second Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180

Basketball (Girls)								
Head Coach	\$5,347	\$8,056	\$5,400	\$8,136	\$5,508	\$8,299	\$5,674	\$8,548
First Assistant	\$4,056	\$5,614	\$4,097	\$5,670	\$4,179	\$5,783	\$4,304	\$5,957
Second Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Gymnastics								
Head Coach	\$3,908	\$6,102	\$3,947	\$6,163	\$4,026	\$6,287	\$4,146	\$6,475
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Ice Hockey (Boys)								
Head Coach	\$5,347	\$8,056	\$5,400	\$8,136	\$5,508	\$8,299	\$5,674	\$8,548
First Assistant	\$4,056	\$5,614	\$4,097	\$5,670	\$4,179	\$5,783	\$4,304	\$5,957
Second Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Ice Hockey (Girls)								
Head Coach	\$5,347	\$8,056	\$5,400	\$8,136	\$5,508	\$8,299	\$5,674	\$8,548
First Assistant	\$4,056	\$5,614	\$4,097	\$5,670	\$4,179	\$5,783	\$4,304	\$5,957
Second Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180

Indoor Track (Boys)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Indoor Track (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Outdoor Track (Boys)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Outdoor Track (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Baseball (Boys)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Softball (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Lacrosse (Boys)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Lacrosse (Girls)								
Head Coach	\$4,167	\$6,597	\$4,209	\$6,663	\$4,293	\$6,797	\$4,422	\$7,000
First Assistant	\$2,925	\$4,881	\$2,954	\$4,930	\$3,013	\$5,029	\$3,104	\$5,180
Second Assistant	\$2,443	\$4,145	\$2,468	\$4,186	\$2,517	\$4,270	\$2,592	\$4,398
Tennis (Boys)								
Head Coach	\$3,101	\$5,146	\$3,132	\$5,197	\$3,194	\$5,301	\$3,290	\$5,460
Tennis (Girls)								
Head Coach	\$3,101	\$5,146	\$3,132	\$5,197	\$3,194	\$5,301	\$3,290	\$5,460
Intramurals (3 season)								
Head Instructors	\$2,563	\$4,758	\$2,589	\$4,806	\$2,641	\$4,902	\$2,720	\$5,049
Assistant Instructors	\$2,192	\$4,392	\$2,214	\$4,436	\$2,258	\$4,525	\$2,326	\$4,661

Extracurricular & Other Stipends
(To be paid at end of activity or end of school year, whichever comes first)

	2018-2019		6/30/2019		2019-2020		2020-2021	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Mentor Coordinator		\$1,776		\$1,793		\$1,829		\$1,884
Teacher Mentor (Per Mentee)		\$600		\$606		\$700		\$800
MCAS Academy		\$1,776		\$1,793		\$1,829		\$1,884
After School Program								
Co-Teacher (per hour)		\$30.77		\$31.08		\$31.70		\$32.66
High School								
Department Head	\$3,781	\$5,673	\$3,819	\$5,730	\$3,896	\$5,844	\$4,013	\$6,020
Art Club	\$762	\$1,154	\$769	\$1,166	\$785	\$1,189	\$808	\$1,225
Band Director	\$3,159	\$4,786	\$3,191	\$4,834	\$3,255	\$4,931	\$3,352	\$5,079
Carnival Ball	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
Drama Club	\$3,159	\$4,786	\$3,191	\$4,834	\$3,255	\$4,931	\$3,352	\$5,079
Drama Asst	\$1,816	\$2,751	\$1,834	\$2,779	\$1,871	\$2,834	\$1,927	\$2,919
Freshman Class	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
Junior Class	\$1,423	\$2,155	\$1,437	\$2,177	\$1,466	\$2,220	\$1,510	\$2,287
Math Team	\$1,423	\$2,155	\$1,437	\$2,177	\$1,466	\$2,220	\$1,510	\$2,287
Newspaper	\$1,816	\$2,751	\$1,834	\$2,779	\$1,871	\$2,834	\$1,927	\$2,919
Pep Band	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
Senior Class	\$1,582	\$2,395	\$1,597	\$2,419	\$1,629	\$2,467	\$1,678	\$2,541
Sophomore Class	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
Student Council	\$1,816	\$2,751	\$1,834	\$2,779	\$1,871	\$2,834	\$1,927	\$2,919
TV Production	\$855	\$1,296	\$864	\$1,309	\$881	\$1,335	\$908	\$1,375
Yearbook	\$2,669	\$4,045	\$2,696	\$4,086	\$2,750	\$4,167	\$2,833	\$4,292
Yearbook First Assistant	\$1,816	\$2,751	\$1,834	\$2,779	\$1,871	\$2,834	\$1,927	\$2,919
Chess Club	\$763		\$770		\$786		\$809	
Gay Straight Alliance	\$763		\$770		\$786		\$809	
National Honor Society	\$381		\$385		\$392		\$404	
Science Squad	\$763		\$770		\$786		\$809	
SHS Outreach Club	\$763		\$770		\$786		\$809	
SPARC	\$381		\$385		\$392		\$404	
Community Club	\$763		\$770		\$786		\$809	
French Club	\$763		\$770		\$786		\$809	
Foreign Language Club	\$763		\$770		\$786		\$809	
Musical								
Stage Director	\$855	\$1,296	\$864	\$1,309	\$881	\$1,335	\$908	\$1,375
Music Director	\$855	\$1,296	\$864	\$1,309	\$881	\$1,335	\$908	\$1,375

Musician	\$533	\$808	\$539	\$816	\$549	\$832	\$566	\$857
Middle School								
Drama Club	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
First Assistant	\$748	\$1,133	\$756	\$1,145	\$771	\$1,167	\$794	\$1,202
Great Books	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
First Assistant	\$748	\$1,133	\$756	\$1,145	\$771	\$1,167	\$794	\$1,202
Math Club	\$1,265	\$1,915	\$1,277	\$1,934	\$1,303	\$1,973	\$1,342	\$2,032
Newspaper	\$962	\$1,456	\$971	\$1,471	\$991	\$1,500	\$1,020	\$1,545
Student Council	\$1,423	\$2,155	\$1,437	\$2,177	\$1,466	\$2,220	\$1,510	\$2,287
Chess Club	\$381		\$385		\$392		\$404	
Walking Club	\$381		\$385		\$392		\$404	
Garden Club	\$381		\$385		\$392		\$404	
Robotics Club	\$1,142		\$1,154		\$1,177		\$1,212	
Robotics Club Assistant	\$763		\$770		\$786		\$809	
History Club	\$381		\$385		\$392		\$404	
Art Club	\$763		\$770		\$786		\$809	
Video Explorers	\$763		\$770		\$786		\$809	
Morning Homework Club	\$1,142		\$1,154		\$1,177		\$1,212	
Afternoon Homework Club	\$1,142		\$1,154		\$1,177		\$1,212	

New Stipend Categories:

New stipend positions at both the high school and middle school levels will be assigned to Tier A, B or C. The Principal and the STA Representative for the school will determine the appropriate tier.

New Tier A	\$1,142	\$1,732	\$1,154	\$1,749	\$1,177	\$1,784	\$1,212	\$1,838
New Tier B	\$763	\$1,154	\$770	\$1,166	\$786	\$1,189	\$809	\$1,225
New Tier C	\$381	\$578	\$385	\$583	\$392	\$595	\$404	\$613

Elementary School

Head Teacher or Nurse		\$1,281		\$1,293		\$1,319		\$1,359
Lead Teacher		\$2,524		\$2,549		\$2,600		\$2,678
DIBELS Coordinator		\$551		\$557		\$568		\$585

In those cases where an assistant position has been added to an extracurricular activity, that individual shall not be compensated at a rate greater than the rate paid to the individual in the more senior position.

The parties shall form a joint committee, composed of no more than four (4) representatives designated by the Association, and no more than four (4) representatives designated by the Committee, to meet at least monthly to study Appendix A athletics Stipends, Extracurricular & Other Stipend Categories. The committee shall consider:

- Whether the current stipend amounts should be amended to reflect a single set amount for each

stipended position.

- Whether the current amounts are equitable relative to one another, considering such factors as the relative time commitments and student enrollment and interest associated with each position.
- Potential reorganization, consolidation, addition, or deletion of stipended positions.
- Equitable reallocation of stipend amounts among the existing co-curricular positions.

The committee shall submit recommendations, if any, to the parties' principals for ratification votes no later than June 30, 2023.

A. LONGEVITY INCREASES FOR SERVICE IN STONEHAM

1. After five (5) full years of satisfactory service in Stoneham, a teacher will be granted longevity as follows:

July 1, 2022, through June 30, 2025	\$431.00
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2. After ten (10) full years of satisfactory service in Stoneham, a teacher will be granted a longevity as follows:

July 1, 2022, through June 30, 2025	\$600.00
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3. After fifteen (15) years of satisfactory service in Stoneham, a teacher will be granted a longevity as follows:

July 1, 2022 through June 30, 2025	\$1,025.00
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4. After twenty (20) years of satisfactory service in Stoneham, a teacher will be granted a longevity as follows:

July 1, 2022 through June 30, 2025	\$1,672.00
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5. After twenty-five (25) years of satisfactory service in Stoneham, a teacher will be granted a longevity as follows:

July 1, 2022 through June 30, 2025	\$2,319.00
------------------------------------	------------

6. Once granted, longevity increases, including discretionary increases awarded to staff prior to September 1, 2003 in the amount of either \$200, \$400, \$1800, or \$3200, become part of a teacher's salary for all purposes and cannot be withdrawn or reduced other than by the means, if any, that are provided by law in MGL C. 71 s. 43 for withdrawing or reducing general salary increases.

B. EXTRACURRICULAR ASSIGNMENTS

Salaries for all extracurricular assignments will be established by the School Committee on the recommendations of the Administration. The secondary school principals and the Director of Athletics will make recommendations to the Superintendent and School Committee. When a coach has assistants directly under them, the head coach may discuss their salaries with the Director of Athletics and the secondary school principals. A new person will be placed on the extracurricular schedule within the ranges listed below. The salary of an individual while in the same position will not be reduced unless all salaries are reduced.

1. All rates are based on the experience and qualifications of the present incumbents in these positions. The School Committee reserves the right, without reservation, to reduce the salaries offered to new applicants for these positions or to increase the rate for an applicant with outstanding qualifications.

2. In the creation of new positions, the School Committee will establish the initial salary with the Association by negotiating that salary even if a collective bargaining agreement is in effect.
3. The Superintendent will inform the president of the Stoneham Teachers Association in writing prior to any changes as described in items 1 and 2, and solicit the comments of the Stoneham Teachers Association on the change in an advisory role.

NOTES:

- Individuals presently on maximum will move to the new maximum for satisfactory service.
- Due to the economic situation, some or all of the positions may not be filled in a given year.
- The ranges will be in effect for the duration of the contract.

C. NEW TEACHERS

1. At the time of employment the teacher and the Superintendent, with the approval of the School Committee, will mutually agree upon the initial placement on the salary schedule, and all further progress on the schedule will be from that agreed upon placement, except that there shall be no placement to a position on the scale higher than would have been the case had the teacher's entire teaching career been in Stoneham, but the Superintendent and School Committee shall have the discretion to place a new teacher with less than three years prior service credit at step one, two or three.
2. Evaluation of prior service credit shall be the responsibility of the Superintendent.
3. To be considered for a year of experience toward step advancement, a teacher must have served more than one-half year in one position. Allowances for absences shall be prorated on the basis on one and one-half days per month and shall be cumulative.

D. MILITARY SERVICE CREDIT

1. Credit shall be given for military service, provided a teacher was serving as an instructor in Stoneham prior to his military service.
2. Military service or military teaching experience may be considered for experience at the discretion of the Superintendent. This credit shall not exceed three steps with a maximum allowance of one step for each two years of military service.

APPENDIX B

Stoneham Public Schools Stoneham, Massachusetts

Sick Leave Bank Guidelines September 2009

1. Eligibility Membership

All permanent employees of the School Department of the Town of Stoneham who are also teachers within the bargaining unit (Unit A) covered by Stoneham Teachers Association collective bargaining agreement are eligible to participate in the SLB. However, a professional employee covered by this agreement must have obtained PTS to be eligible to make a request of the SLB.

2. Funding of the SLB

Upon attaining PTS each teacher shall deposit one day from their sick leave to the SLB.

A maximum of twenty five (25) of a teacher's accumulated sick leave days upon retirement will be donated to the SLB.

A teacher's accumulated sick leave days which exceed the maximum allowed will be donated to the SLB at the end of each school year.

If at any time the number of days in the SLB depletes to less than one hundred (100) days, the SLB Committee will notify the Superintendent of Schools. In the event the SLB goes below 100 days, each teacher will deposit a sick leave day from their annual sick leave. In the event a participating member has exhausted all of their sick leave, on the day the deposit is made, the Superintendent shall advance one day of sick leave to the SLB and Superintendent shall recover said advanced day from participating member's first available day.

3. Purpose of the SLB

The purpose of the SLB is to enable teachers, upon the exhaustion of their individual sick leave allotment (both annual and accumulated), to receive extended sick leave without loss of income according to the guidelines of the SLB and during a prolonged illness or disability and when a teacher has the expectation and possibility to return to work at full capacity. In addition, SLB benefits will not be granted for treatments for treatment or procedures or recovery therefrom that an employee can reasonably be expected to schedule to occur over a vacation period, unless accompanied by a doctor's certification deeming the timing of the treatment or procedure medically necessary.

4. Administration of the SLB

a. The SLB shall be administered by the SLB Committee.

b. The SLB Committee shall consist of:

- 1) Three (3) annually elected STA members.
- 2) One (1) of the elected members will act as the Chair.
- 3) The Superintendent's designee, who shall have the power to be a voting member of the SLB committee.

c. The SLB Committee Chair will keep accurate record of the SLB. The SLB totals and usage will be presented to the STA Executive Board in September and June of each year. At that time a log of the SLB activity will be presented.

- d. The SLB Committee shall verify an employee's leave total with the personnel office prior to granting any leave time.

5. Sick Leave Bank Committee

- a. The SLB Committee shall govern all phases of the SLB except the deduction of days from employees' leave totals.
- b. All approvals and refusals for the use of the SLB days will rest with the SLB Committee. Approval for withdrawal requires a favorable vote by all four members of the SLB Committee. Any vote by the SLB Committee with less than a unanimous vote shall be deemed a denial of approval for withdrawal.
- c. All decisions of the SLB Committee shall be final and not subject to the grievance and arbitration procedure under this Agreement, with the following exception: Decisions of the SLB Committee may be appealed back to the SLB Committee for reconsideration by any participating SLB member directly affected by a decision of the SLB Committee and/or any member of the SLB Committee itself.
- d. There shall be no appeals to any source other than the appeals described in the preceding Section 5-C.
- e. Authorization or refusal of withdrawal from the SLB must be signed by all four (4) members of the SLB Committee before being presented to the Superintendent of Schools for processing.

6. Benefits of the SLB

- a. Before a participating member may receive any benefits, they must have exhausted all annual and accumulated sick leave.
- b. The SLB days shall not be granted for the three (3) consecutive work days following the last day on which the participating member received annual or accumulated sick leave.
 - 1) A person who has depleted all accrued sick leave as the result of an extended illness may apply for consecutive days of related absence after the three (3) consecutive days of absences without pay. The purpose of adding the three (3) days is to provide a deterrent to possible abuse of the SLB.
 - 2) A person who has depleted all accrued sick leave may apply for individual sick days in the case of a life threatening illness that requires on-going, intermittent medical treatment or recovery from treatment such as chemotherapy, radiation treatment, dialysis, and the like.
- c. The SLB Committee may approve withdrawal of up to and including five (5) days upon an initial application of a participating member.
- d. Professional Status Teachers (PST) may request an additional thirty (30) days to cover the period beyond the first five (5) days referred to in the preceding Section 6c. Said request for thirty (30) days may be made before the five (5) days have expired or after they have expired, in which case they may be applied retroactively. A PST teacher will be allowed to access a maximum of two hundred seventy-two (272) days over five (5) consecutive year period. The five (5) year period will begin on the first day of coverage from the SLB. An employee who has reached the 272- day maximum and returns to active duty must be on active duty for at least one (1) consecutive year before becoming eligible to apply again to the SLB. However, in extenuating circumstances, the SLB may consider waiving this requirement.

- e. The SLB Committee may grant approval for use of SLB days for a PST Teacher beyond the thirty-five (35) days referred to in the preceding Sections 6c and 6e with further evidence of need.
- f. Participating members receiving worker's compensation shall receive, upon approval of the SLB Committee, the difference between their regular daily pay and the per diem allotment granted as worker's compensation. The applicant for these benefits must have exhausted all their annual and accumulated sick days before receiving any benefits from the SLB. The participating member is not eligible to receive SLB days for the three (3) work days immediately following the last day on which said member received a sick day from their allotment of sick days (annual and accumulative). The purpose of this section is to allow the participating member to be eligible to receive their full salary, with the exception of the three (3) above mentioned days, for the period of illness or disability by adding SLB benefits to any worker's compensation disability allowance received by the employee. Withdrawals from the SLB under this section shall be computed on a pro-rated basis in the same proportion as the participating member's full salary.
- g. In order to expedite benefits, application for benefits may be made to the SLB Committee prior to the expiration of the participating members own sick leave (annual and accumulated), but benefits shall not commence until the participating members own annual and accumulated sick leave has been exhausted and three additional work days have passed.
- h. The Superintendent will designate and make known the Administrator (heretofore referred to as "Designee") who will handle SLB documentation. The application for benefits shall first be made to the Designee and must be accompanied by a certification of illness or disability completed and signed by a physician. The Designee shall then provide the certification to the SLB Committee with personally identifiable information of the employee redacted therefrom. The SLB Committee may require additional information before approval for withdrawal is granted. The SLB Committee may also require additional information beyond a doctor's certificate at any time days are being used by a participating teacher. Such request for additional information will be submitted to the Designee who shall transmit them to the employee. Upon provision by the employee of the requested additional information, it shall be redacted by the Designee and submitted to the SLB Committee. If the additional information is not provided by the employee the SLB Committee, may vote to stop the withdrawal of the SLB days.
- i. The application for benefits shall be rendered on SLB Committee forms which it may prescribe and make available through the SLB Committee and contained herein as Appendix E.
- j. Sick days are defined as normal workdays, excluding holidays and vacations and other non-working days. Payment will be made on workday basis—that is, one-hundred-eighty second (1/182) of the applicant's annual salary. Salaries obtained from extracurricular stipends or other such activities will not be included.
- k. Any misuse or abuse pertaining to the SLB that comes to the attention of the SLB Committee will be reviewed by said Committee. After review, if the SLB Committee deems it necessary, the SLB Committee may request repayment for those days which were the subject of abuse.
- l. Benefits under the SLB will not extend beyond the participating teacher's term of employment.

SLB benefits shall be granted to applicants for only those illnesses and disabilities that would constitute a serious health condition under FMLA.
- m. SLB days will not be granted for periods of unpaid leave of absence, except as provided in Section 6n above.
- n. The Superintendent shall make available the attendance records of participating members if requested to do so by the SLB Committee.

- o. In the event a participating member is unable to file an application for benefits, said application may be made on behalf of a participating member by a representative of said member.

APPENDIX C
Notice of Retirement and Resignation
(as referenced in Article IV Section F)

I, the undersigned, am giving notice of my intention to retire and resign from the Stoneham Public Schools on:

Intended Date of Retirement _____

Date of Submission of this form to the Superintendent's Office: _____

Check the one statement which is applicable:

TEACHERS RETIRING AT END OF SCHOOL YEAR:

- My date of Submission is on or before August 31st prior to the final three years of employment and therefore I will receive the Retirement Incentive as defined in Article IV Section F
- My date of Submission is on or before August 31st prior to the final year of employment and therefore I will receive the Retirement Incentive as defined in Article IV Section F

TEACHERS RETIRING LESS THAN ONE YEAR:

- I have given less than one year's notice for retirement and therefore do not qualify for the Retirement Incentive as defined in Article IV Section F.

I acknowledge that this intention to retire allows me the Incentives of the Retirement Incentive clause of the Collective Bargaining Agreement, Article IV Section F. I further acknowledge that if I alter my intended date of retirement, I shall be ineligible for any subsequent retirement incentive.

Name (Please Print) _____

Signature _____

Date _____

A written letter of resignation must also be submitted to the Superintendent

Appendix D

The following School Committee Policies are included in this collective bargaining agreement as a notice to all teachers. Though the use of technology is part of everyday life, its primary purpose in the Stoneham Public Schools is educational.

8-0 Digital Recording/Videotaping/Photography Policy

Introduction

Stoneham Public Schools Spartan EDTV (Channel 10 Comcast, Channel 13 RCN, Channel 35 Verizon) are the school district's educational access channels. EDTV online at www.stonehamschools.net is Stoneham Public Schools online streaming video resource. They are used as teaching and learning tools, as well as a means of informing the entire Stoneham community and beyond, of school events.

Policy

All recording, videotaping and photographing, including digital photography, by any means, including but not limited to cell phone, involving students will be related to classroom and/or extracurricular activities and other instructional support services. No video recording or photographing, including digital photography, will be used for commercial purposes and no student will be included without the written consent of the parent/guardian. Parents will be required to sign a release form on an annual basis. Exceptions to this policy are large public events, such as athletic events, Carnival Ball, graduation, etc.

All routine classroom video recording and photographing, including digital photography, of student activities produced by school personnel may not occur, or be reproduced, or made available outside of the school for any purpose without express prior authorization of the building principal. Parents will be notified in advance whenever non-routine projects involving video recording and photographing, including digital photography, of students is planned.

8-0-1 Technology Acceptable Use Policy

The Stoneham Public School system provides technology, internet and network access to students, parents and staff to support educational excellence and enhance our curriculum. Use of school computers and online access is a privilege provided to students and staff.

Information sent and received using the Stoneham Public Schools network, and all hardware/software provided or installed by the Stoneham Public Schools, is considered the property of the Stoneham Public Schools and is subject to review at the discretion of school administration. A user is deemed to access and use the school department network through any electronic activity conducted on the system using any device (whether or not such device is school-provided) regardless of the user's physical location.

Users have no right to privacy while using the network. The school department monitors users' online activities and reserves the right to access, review, copy, store or delete electronic communications or files. This includes any items stored on school-provided devices, such as files, e-mails, cookies and internet history. The school department reserves the right to disclose any electronic activity, including electronic communications, to law enforcement officials or third parties, as appropriate and consistent with applicable law. The school department will fully cooperate with local, state (including DESE), or federal officials in any lawful investigation concerning or relating to any illegal activities conducted through the department's network.

In the event that a review shows improper use, appropriate action will be taken with the individual(s) in accordance with school disciplinary policy, copyright law and/or federal and state law. Improper use includes but is not limited to:

- Causing damage to computer technology equipment
- Altering computers or network equipment configurations
- Loading personal non-school purchased software onto a computer
- Hacking into other's folders or work files on a password protected server
- Using printer material for non-school business
- Use of computers and internet unrelated to intended educational use
- Downloading files for personal use, unrelated to proper educational use
- Use of school technology for personal gain or commercial use
- Use of computers for spam, advertising or political use
- Non-educational chat room or instant messaging use
- Use of an online computer to transmit, receive or display pornography; racially offensive or harassing messages; profanity; sexually explicit material; or threatening, defamatory, or other improper, socially unacceptable files
- Downloading or transmitting materials in violation of State, Federal and Copyright law

In accordance with the Children's Internet Protection Act (CIPA), the department blocks or filters content over the network that the department considers inappropriate for minors. This includes pornography, obscene material, and other material that may be harmful to minors. The department may also block or filter other content deemed to be inappropriate, lacking educational or work-related content, or pose a threat to the network. The department may, in its discretion, disable such filtering for certain users for bona-fide research or other lawful or business purposes. Users shall not use any website application or methods to bypass this filtering of the network.

The department will work to protect the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications. Students should not reveal personal information about themselves or other students and should promptly disclose to their teacher or other school employee any message or other activity they receive that is inappropriate or makes them feel uncomfortable. Parents should also monitor their children's use of the internet when the school network is accessed from home or a non-school location.

Periodically, the Stoneham Public Schools will make determinations of whether new uses of technology remain consistent with this acceptable use practice.

The district shall educate all students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and about cyberbullying awareness and response.

APPENDIX E **ANTI-FRATERNIZATION POLICY**

Preamble

The Stoneham School District is committed to fostering a positive learning and working environment for all students and staff in order to promote educational excellence. The Stoneham School District's Anti-fraternization Policy shall serve as a statement on appropriate conduct and relationships between students and staff of the Stoneham School District. The spirit and intent of this policy is meant to help both staff and students understand and appreciate the delicate balance that exists between them and to better define the boundaries that their respective roles dictate.

Definitions

For purposes of this policy, "staff" refers to all Stoneham School District employees, contracted service personnel, SEIU employees, and any volunteers working on school property.

For purposes of this policy, "student" refers to all Stoneham School District individuals in grades pre-kindergarten through twelve, including a one year window post -graduation from the Stoneham School District. Any student remaining post graduation will have a one year window after leaving the Stoneham School District.

For the purposes of this policy "school property" includes all places set forth in the District, along with any place where extracurricular activities and/or events may take place including location visited during the course of field trips and/or other School District sponsored activities.

Policy

All staff must be aware that students of all ages and intellect are susceptible to influence by both staff and fellow peers. While this influence most often yields positive educational results, it can also be used in a manner that is entirely inappropriate. Accordingly, staff must be cognizant of their appropriate roles and professional duties in the development of students. Similarly, staff must be cognizant of the imbalance of power that exists in relationships between staff and student, which can live on long after the student has graduated from the Stoneham School District. This imbalance of power places students in a vulnerable position that must be recognized and respected by staff. It is the responsibility of staff not to take advantage of or otherwise exploit this imbalance of power to further any non-educational, personal, or inappropriate objective. Accordingly, staff is prohibited from engaging in any romantic, sexual, or physical relationship with students.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions with respect and adherence to the appropriate standards of professional conduct. To the degree that such relationships develop or exist, it is the staff's responsibility to ensure that such relationships continue along and within appropriate boundaries. This policy does not preclude conduct otherwise necessary to respond to legitimate educational circumstances.

The staff of the Stoneham School District must understand that this Anti-fraternization Policy is a condition of employment. As a condition of employment, the Stoneham School District reserves the right to at any time, without advance notice to staff, monitor, access, investigate and/or review the appropriateness of any activity or relationship between staff and students in order to protect the health, welfare and safety of the District, its staff and students. Failure to adhere to the requirements of this policy may result in severe consequences, up to and including termination.

Any question by staff as to the appropriateness of an activity, relationship, or interaction with a student may be directed to the school building principal or designee. All inquiries into the appropriateness of an activity or relationship will be confidential to the fullest extent appropriate. All staff that suspect an inappropriate relationship exists between a staff member and student are

required to immediately notify, orally or in writing, the school building principal or designee.

Submission of a good faith report of a suspected violation of this policy will not adversely affect the reporting individual's employment. Submission of a purposely inaccurate report may result in disciplinary actions. All staff members are required to sign the Stoneham School District Anti-fraternization Guide to Acceptable and Unacceptable Behavior Form, which will become part of an individual's personnel file.

Acceptable and Unacceptable Behavior

Staff members are expected to use good judgment in their relationships with students both inside and outside of the school context. The Anti-fraternization policy requires a delicate balance between establishing appropriate norms and acknowledging a faculty/staff member or students' right to privacy. The Stoneham School District Anti-fraternization policy is focused on staff/student relationships and is intended to provide clear direction on what is unacceptable behavior with students that might compromise staff member roles as educators and developers of character and what is acceptable behavior. In all instances staff members have a duty and obligation under Massachusetts law to protect the health and welfare of students, and an affirmative duty to provide notice to the appropriate Stoneham School District representative if an inappropriate situation develops so that the District can take appropriate action.

The Stoneham School District is committed to avoiding situations which may generate complaints of favoritism and inappropriate relationships between staff and students. Staff members are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed.

1. Staff members **shall not** become romantically involved with any student
2. Staff members **shall not** engage in any sexual or physical relationship with any student
3. Staff members **shall not** foster, encourage, or participate in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff/student relationship and in which the relationship could reasonably cause a student to view the staff person as more than a staff member,
4. Staff members **shall not** associate with students in any situation or activity which could be considered sexually suggestive or involve the use of alcohol or illegal drugs by students
5. Staff members **shall not** date students
6. Staff members **shall not** make disparaging remarks about their colleagues or other students in the presence of any student
7. Staff members **shall not** engage in unacceptable online interactions with students using social media sites or social networks or via cell phone, texting or telephone.
8. Staff members **shall not** send students on personal errands
9. Staff members **shall not** disclose information concerning a student, other than that required by law, to any person not authorized to receive such information, this includes but is not limited to, information concerning student address, assessments, ability scores, grades, behavior, mental or physical health and/or family background.

In order to protect the health, welfare and safety of students the following are examples of appropriate staff member conduct.

1. Staff **shall** maintain appropriate and professional conduct in all settings in the presence of students
2. Staff members **shall** maintain professional relationships with students which are conducive to an effective educational environment.
3. Staff members **shall** maintain a reasonable standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities.

4. Staff members shall report pursuant to law and District policy any suspected signs of child abuse or neglect
5. Staff members shall report any violation of this policy to the school building principal or designee
6. Staff members shall report any violation of social media sites or networks to the school building principal or designee

Reporting and Investigation Procedures

Any and all suspected violations of this policy must be immediately reported, orally or in writing, by staff to their school building principal or designee. The school building principal or designee shall document all complaints in writing within twenty-four (24) hours. The school building principal or designee will immediately conduct an investigation and create a written record thereof within at least ten (10) workdays, which will be provided to the Superintendent or designee. If the alleged violation involves the school building principal, then the report shall be made to the Superintendent, who shall follow the procedural steps outlined in this section of the policy. If the alleged violation involves the Superintendent, then the report shall be made directly to the Chairperson of the School Committee or designee, whom shall also follow the procedural steps outlined in this section of the policy.

The investigation may consist of personal interviews with the reporting individual, the alleged offender(s), and others who may have knowledge of the alleged incident (s) or circumstances giving rise to the suspected violation of this policy, and a review of records when appropriate to determine the existence of previous reports. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. A written record will include the following:

- the name of the offender(s);
- the nature of the allegation(s)
- location and frequency of the violation(s)
- a detailed factual description of the incident(s)
- a list of all known witnesses;
- a summary of the investigation, which will include interviews with the individual(s) reasonably believed to have relevant information, including but not limited to, the reporting individual, the alleged offender(s) and witnesses;
- a description of any disciplinary actions already taken; and
- a recommendation for further disciplinary action or review

In determining whether the alleged conduct or relationship constitutes a violation of this policy, the District will consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, and the context in which the alleged conduct occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances. In addition, the District may take immediate steps, at its discretion, to protect the staff and student pending completion of an investigation of an alleged inappropriate activity or relationship. The District must sufficiently investigate all reports of inappropriate activity or relationships that are brought to its attention in order to determine the veracity of the report. The District will respect the privacy of the reporting individual(s), the individual(s) against whom the report is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations. All staff must fully understand that reporting and investigation procedure implanted by the District is necessary to maintain the educational character and integrity of the District and to ensure compliance with this policy and the law.

Any and all violations of this policy determined by the principal or designee may result in disciplinary action taken against the offending staff member. If the violation of this policy warrants a criminal investigation, the Stoneham Police Department or appropriate legal authorities will be

immediately contacted.

Any violation of this Anti-fraternization Policy and/or other Stoneham School District policies may result in, but is not limited to, one or more of the following:

- written warnings or a letter of reprimand in the personnel file;
- other remedies, such as suspensions and terminations as covered under Massachusetts law; and consistent with appropriate collective bargaining agreements;
- referral to the appropriate legal authorities for possible criminal prosecution; and
- civil liability

The Stoneham School District reserves the right to add and include additional behaviors and activities that can result in disciplinary action to this policy and implement such changes after adoption by the School Board. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Massachusetts and federal law and other School District policies. The District will take appropriate disciplinary action against any staff member who retaliates against any individual who reports an alleged violation of this policy or any individual who testifies, assists or participates in an investigation, or who testifies, assists or participates in proceeding or hearing relating to such alleged violation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Confidentiality

All reports of a suspected inappropriate activity or relationship will be kept strictly confidential to the fullest extent practicable. Only those with a "need to know" shall have access to the report and investigation documents. Every effort will be made by the District to protect the anonymity of the reporting person, but it cannot always be guaranteed.

This policy shall not abrogate other District policies and remain consistent with appropriate collective bargaining agreements. It is the intent of the District for all of its policies to be read and interpreted in a consistent manner in order to provide the highest level of protection and safety for staff and students in the provision of educational services and opportunities.

APPENDIX F
Request for Bereavement Days

Employees covered by this agreement will be allowed time off without loss of pay for up to five (5) days following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent, anyone who lives in the employee's household or anyone for whom the employee is the primary caregiver.

Employees covered by this agreement will be allowed time off without loss of pay for up to three(3) days following the death of a relative of an employee who is the employee's aunt, uncle, great-grand parent, grandparent, grandparent of spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew. Said bereavement days shall be the day of the funeral and the time so granted for the purpose of attending the said funeral.

At the discretion of the Superintendent of Schools, this leave may be extended.

This form should be completed by employee's requesting bereavement leave and forwarded to the Office of the Superintendent.

Employee's Name:

School:

Date(s) of Leave:

Name of Deceased:

Relationship:

Employee Signature

Date