

Stoneham Public Schools

COLLECTIVE BARGAINING AGREEMENT

**Stoneham School Committee
and
Stoneham Teachers Association**

2015-2018

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POLICY AND TECHNOLOGY ACCEPTABLE USE POLICY

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 I
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. When male gender is used, it includes female as well.

**ARTICLE II
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 III 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 his designee, he 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 his 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 his 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 his own choosing, except that he may not be represented by a representative or an officer of any teacher organization other than the Association or 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 IV 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) pay checks 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.

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, 2015 to June 30, 2018.
 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 V 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 him/her, his/her family, possessions or dwelling may be immediately released from his/her 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 can not 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, he shall be granted a conference with the Superintendent to discuss his 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 him 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 his knowledge of this material by attaching his signature. The teacher may include a statement of explanation, if he so desires.

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 he/she be given his/her 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 he/she deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

ARTICLE VI 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. These fifteen (15) annual days shall be deemed to be used before any accumulated leave.

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 his/her 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 maybe accumulated up to one hundred ninety (190) days. Up to ten percent (10%) 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. Effective July 1, 2017, up to twenty percent (20%) of an individual's accumulated sick leave may be used for this purpose. 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 ten (10) consecutive school days, the Superintendent, or his 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 from their accumulated sick leave following a death in the immediate family. The immediate family for this article shall be defined as spouse, child, sibling, parent or anyone who lives in the teacher's household.

Employees covered by this agreement will be allowed time off without loss of pay for up to three(3) days from their accumulated sick leave following the death of a relative of an employee who is the employee's aunt, uncle, great- grand parent, grandparent, 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.

In the event bereavement leave falls at a time in the school year when the member has exceeded his/her allowable sick leave days, the use of additional paid leave days shall be allowed. In no event will an employee be denied access to necessary bereavement days.

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

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. 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. 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 his initial request for personal illness only, provided all his 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 three 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 be used in an advisory capacity, but will not have the power to vote. 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 his 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 prepared by the SLB Committee (see appendix B). The School Committee shall not be responsible for any decision(s) made by the SLB Committee.
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. Maternity Leave

1. The Superintendent shall grant maternity leave for up to eight (8) calendar 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 her personal accumulated sick leave for said period of time (8 calendar 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 maternity leave. Maternity leaves under this paragraph will be paid to the extent of the teacher's available sick leave.
3. If after the eight (8) calendar 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 maternity leave shall not be immediately followed by any other sick leave without additional medical documentation of a separate medical condition.

E. Extended Parenting Leave

In the event a teacher desires an unpaid parenting leave beyond the eight (8) calendar 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) calendar 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) 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 1c (above), a teacher will receive one year's experience credit on the salary schedule at the level he would have achieved if he 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 his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to a position at the same academic level, if possible, to that which he 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, he will be subject to termination. However, this agreement is subject to an extension of time by mutual consent. The Superintendent may rehire him 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 his professional ability. In order to apply for a sabbatical leave, he 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 he 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 him 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 VII 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 ten (10) minutes prior to the starting time established for students to report to their first class and will end a minimum of nineteen (19) minutes after the time established for the dismissal of students. 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 time on the day preceding a holiday or vacation.
- d. Teachers are expected to remain after the normal workday for necessary staff meetings.
- e. Teachers are expected to attend a few evening meetings each year, at the discretion of the principal or the Superintendent of Schools. Each school's staff members will be encouraged by the Association to offer positive suggestions for worthwhile parent-teacher meetings.
- 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 eight (8) 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 his/her 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 180 minutes per five day week of individual preparation/planning time. In any given school year that Music and Art are offered to each elementary class on a weekly basis, the teachers will be guaranteed 225 minutes of planning/preparation time per five day 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 \$50 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	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
7:50 – 8:47	7	1	1	1	1	1	1
8:51 – 9:48	2	7	2	2	2	2	2
9:52 – 10:49	3	3	7	3	3	3	3
10:53 – 12:24 & Lunch	4	4	4	7	4	4	4
12:28 – 1:25	5	5	5	5	7	5	5
1:29 – 2:26	6	6	6	6	6	7	6

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, marital status, or sexual orientation.

D. Paraprofessionals

The primary duty of the paraprofessionals shall be the performance of non-instructional duties, including clerical work and the care of children, as well as sub-professional teaching duties. Paraprofessionals may support lessons and concepts under the supervision of a teacher with a teacher present in the teaching area, but under no circumstances may a paraprofessional 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 his 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 his 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 his/her 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 his/her 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 his/her 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 teaches 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.

ARTICLE VIII 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 his/her 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 his/her designee for consideration on an individual basis. If the requested day complies with his/her 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.
- 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 s/he 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. Effective July 1, 2015, 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:

(1) Mentor Training	1 per hour
(2) Summer Content Institutes	30
(3) Mentoring	15
(4) Cooperating Teacher	15
(5) National Board of Professional Teaching Standards Certification	30
(6) Accreditation or Inspection Team member	30
(7) 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 a regionally accredited institution of higher education.
 - e. The exchange rate shall be: 10 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 activity hour = 1 PDP, provided the CEU sponsoring agency is recognized by the Massachusetts Division of Professional Licensure (see mass.gov Division of Professional Licensure).
 - f. Under this provision, a teacher shall be able to apply a maximum of twenty five (25) PDP credits (equivalent to 250 PDP's) to movement on the salary schedule. PDP's in excess of 200 must be earned after July 1, 2010. The maximum shall increase to thirty (30) PDP credits (equivalent to 300 PDP's) as of July 1, 2017.
 - g. The Superintendent or his/her 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 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.**ELEMENTARY LEVEL**
 - Writing a new curriculum and inputting to the district curriculum repository: 5 PDP's and \$500;
 - Rewrite and/or complete a curriculum unit that already exists and input into the district curriculum repository: 4 PDP's and \$400
 - Substantially update a curriculum unit already in the district curriculum repository: 3 PDP's and \$300
- l. 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 his/her 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, he/she 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. Teachers may apply to the Superintendent or his/her designee for reimbursement of the cost of approved graduate credit courses taken during the summer session and during the following fall, winter and spring sessions at accredited colleges and universities. They may also apply for reimbursement of the costs of approved workshops and/or approved conference attendance.
2. Effective with the 2015 - 2018 Agreement, the total reimbursement by year for said courses/ workshops / conferences shall not exceed seven hundred and fifty dollars (\$750) for any given teacher in any given year. There will be no carryover from year to year. However, in order to be reimbursed for any course/workshop/conference expenses, teachers will certify that they are not being reimbursed by any other means. The school district will assume responsibility for the cost for any course/workshop/conference which a supervisor requires a teacher to take subject to the approval of the Superintendent or his/her designee. Reimbursement request for tuition and registration fees will be submitted by the teacher within two (2) months following the time the course(s) was completed with bills in triplicate, attached receipts and/or transcripts. A graduate level of "B-" or better must be achieved for course reimbursement. In cases of extenuating circumstances or lower grades individual cases will be reviewed.
3. The Committee will pay the reasonable expenses for travel (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement session 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 his/her 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 IX EVALUATION

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 X 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 his/her 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 his/her 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 position(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 his/her 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 her 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 XI
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 he/she 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 his/her 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 his/her 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 of his/her layoff commenced, including unused accumulated sick leave, will be restored to the teacher upon his/her 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 his recall rights and resumes employment in the Stoneham Public Schools shall be credited with all benefits and privileges that he was 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 he/she 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 XII 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 XIII GENERAL PROVISIONS

- A. There will be no reprisals of any kind taken against any teacher by reason of his 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 XIV 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 XV
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 XVI
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 XVII
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 XVIII
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 XIX
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 XX
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 XXI

This agreement with the above changes, ratified by the parties on June 11, 2015, will be in effect as of July 1, 2015 and shall remain in full force and effect up to and including June 30, 2018.

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

Date

**Appendix A
SALARIES***

	B	B+15	M	M+15	M+30	M+45	M+60	M+75	D	
							CAGS			
		EFFECTIVE JULY 1, 2015 (1.5%)								
1	\$41,857	\$43,493	\$45,130	\$46,309	\$47,490	\$48,671	\$49,855	\$50,959	\$51,691	
2	\$43,398	\$45,046	\$46,692	\$47,862	\$49,032	\$50,211	\$51,390	\$52,495	\$53,227	
3	\$44,934	\$46,570	\$48,208	\$49,391	\$50,572	\$51,755	\$52,937	\$54,041	\$54,772	
4	\$46,985	\$48,621	\$50,256	\$51,437	\$52,621	\$53,801	\$54,982	\$56,086	\$56,818	
5	\$49,041	\$50,677	\$52,314	\$53,495	\$54,675	\$55,852	\$57,031	\$58,134	\$58,867	
6	\$51,078	\$52,716	\$54,354	\$55,533	\$56,712	\$57,893	\$59,074	\$60,178	\$60,910	
7	\$53,124	\$54,760	\$56,395	\$57,577	\$58,759	\$59,941	\$61,123	\$62,227	\$62,958	
8	\$55,683	\$57,320	\$58,955	\$60,143	\$61,328	\$62,513	\$63,698	\$64,802	\$65,533	
9	\$58,248	\$59,886	\$61,525	\$62,705	\$63,884	\$65,064	\$66,242	\$67,346	\$68,079	
10	\$61,322	\$62,958	\$64,596	\$65,776	\$66,957	\$68,138	\$69,320	\$70,424	\$71,156	
11	\$65,747	\$66,708	\$67,668	\$68,847	\$70,028	\$71,208	\$72,388	\$73,492	\$74,225	
12		\$68,068	\$73,346	\$74,557	\$75,769	\$76,981	\$78,193	\$79,296	\$80,028	
		EFFECTIVE JULY 1, 2016 (1.0%)								
1	\$42,275	\$43,928	\$45,581	\$46,772	\$47,965	\$49,158	\$50,353	\$51,469	\$52,208	
2	\$43,832	\$45,496	\$47,159	\$48,341	\$49,522	\$50,713	\$51,904	\$53,020	\$53,759	
3	\$45,383	\$47,036	\$48,691	\$49,885	\$51,078	\$52,272	\$53,467	\$54,581	\$55,320	
4	\$47,455	\$49,107	\$50,758	\$51,952	\$53,147	\$54,339	\$55,531	\$56,647	\$57,386	
5	\$49,531	\$51,184	\$52,837	\$54,030	\$55,222	\$56,411	\$57,601	\$58,715	\$59,456	
6	\$51,589	\$53,243	\$54,898	\$56,088	\$57,279	\$58,471	\$59,665	\$60,780	\$61,519	
7	\$53,655	\$55,308	\$56,959	\$58,153	\$59,347	\$60,540	\$61,735	\$62,849	\$63,588	
8	\$56,240	\$57,893	\$59,545	\$60,744	\$61,942	\$63,138	\$64,335	\$65,450	\$66,189	
9	\$58,830	\$60,485	\$62,140	\$63,332	\$64,523	\$65,714	\$66,904	\$68,020	\$68,760	
10	\$61,935	\$63,588	\$65,242	\$66,434	\$67,626	\$68,819	\$70,014	\$71,128	\$71,867	
11	\$66,404	\$67,375	\$68,345	\$69,536	\$70,728	\$71,920	\$73,112	\$74,227	\$74,967	
12		\$68,749	\$74,079	\$75,302	\$76,526	\$77,750	\$78,974	\$80,089	\$80,828	
		EFFECTIVE 92nd DAY OF 2016-17 YEAR (1.0%)								
1	\$42,698	\$44,367	\$46,037	\$47,240	\$48,444	\$49,650	\$50,857	\$51,983	\$52,730	
2	\$44,271	\$45,951	\$47,631	\$48,824	\$50,017	\$51,220	\$52,423	\$53,550	\$54,296	
3	\$45,837	\$47,506	\$49,177	\$50,384	\$51,589	\$52,795	\$54,001	\$55,127	\$55,873	
4	\$47,930	\$49,598	\$51,266	\$52,471	\$53,678	\$54,882	\$56,087	\$57,213	\$57,960	
5	\$50,026	\$51,696	\$53,366	\$54,570	\$55,774	\$56,975	\$58,177	\$59,303	\$60,050	
6	\$52,105	\$53,776	\$55,447	\$56,649	\$57,852	\$59,056	\$60,261	\$61,388	\$62,134	
7	\$54,192	\$55,861	\$57,529	\$58,734	\$59,940	\$61,146	\$62,352	\$63,477	\$64,224	
8	\$56,802	\$58,472	\$60,140	\$61,352	\$62,561	\$63,769	\$64,979	\$66,104	\$66,851	
9	\$59,419	\$61,090	\$62,762	\$63,965	\$65,168	\$66,371	\$67,573	\$68,700	\$69,447	
10	\$62,555	\$64,224	\$65,894	\$67,098	\$68,302	\$69,508	\$70,714	\$71,839	\$72,586	
11	\$67,068	\$68,049	\$69,028	\$70,231	\$71,435	\$72,640	\$73,843	\$74,969	\$75,717	
12		\$69,436	\$74,820	\$76,055	\$77,292	\$78,528	\$79,764	\$80,890	\$81,636	

		EFFECTIVE JULY 1, 2017 (2.0%)							
1	\$43,552	\$45,254	\$46,958	\$48,185	\$49,413	\$50,643	\$51,874	\$53,023	\$53,784
2	\$45,156	\$46,870	\$48,583	\$49,801	\$51,017	\$52,245	\$53,472	\$54,621	\$55,382
3	\$46,754	\$48,456	\$50,161	\$51,391	\$52,621	\$53,851	\$55,081	\$56,229	\$56,991
4	\$48,888	\$50,590	\$52,291	\$53,520	\$54,752	\$55,980	\$57,208	\$58,357	\$59,119
5	\$51,027	\$52,729	\$54,433	\$55,661	\$56,889	\$58,115	\$59,341	\$60,489	\$61,251
6	\$53,147	\$54,851	\$56,556	\$57,782	\$59,009	\$60,237	\$61,467	\$62,616	\$63,377
7	\$55,276	\$56,978	\$58,680	\$59,909	\$61,139	\$62,369	\$63,599	\$64,747	\$65,508
8	\$57,938	\$59,642	\$61,343	\$62,579	\$63,812	\$65,045	\$66,278	\$67,426	\$68,188
9	\$60,607	\$62,312	\$64,017	\$65,244	\$66,472	\$67,699	\$68,925	\$70,074	\$70,836
10	\$63,806	\$65,508	\$67,212	\$68,440	\$69,668	\$70,898	\$72,128	\$73,276	\$74,038
11	\$68,409	\$69,410	\$70,409	\$71,636	\$72,864	\$74,092	\$75,320	\$76,469	\$77,231
12		\$70,825	\$76,317	\$77,577	\$78,838	\$80,099	\$81,360	\$82,508	\$83,269

Athletics, Extracurricular & Other Stipends

	2015-2016		2016-2017		2017-2018	
	Min.	Max.	Min.	Max.	Min.	Max.
Cheerleaders						
Head Coach	\$3,738	\$5,615	\$3,794	\$5,699	\$3,869	\$5,813
First Assistant	\$3,263	\$4,668	\$3,312	\$4,738	\$3,378	\$4,833
Second Assistant	\$2,797	\$4,201	\$2,839	\$4,264	\$2,896	\$4,349
Cross Country (boys)						
Head Coach	\$2,672	\$5,396	\$2,712	\$5,477	\$2,766	\$5,587
First Assistant	\$2,096	\$3,738	\$2,127	\$3,794	\$2,170	\$3,869
Second Assistant	\$1,870	\$3,499	\$1,898	\$3,552	\$1,936	\$3,623
Cross Country (girls)						
Head Coach	\$2,672	\$5,396	\$2,712	\$5,477	\$2,766	\$5,587
First Assistant	\$2,096	\$3,738	\$2,127	\$3,794	\$2,170	\$3,869
Second Assistant	\$1,870	\$3,499	\$1,898	\$3,552	\$1,936	\$3,623
Equipment Manager						
Three Seasons	\$7,414	\$9,674	\$7,526	\$9,819	\$7,676	\$10,016
Field Hockey (girls)						
Head Coach	\$3,738	\$6,309	\$3,794	\$6,404	\$3,869	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Swimming						
Head Coach	\$3,738	\$6,309	\$3,794	\$6,404	\$3,869	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Football (boys)						
Head Coach	\$8,632	\$12,370	\$8,761	\$12,556	\$8,936	\$12,807
First Assistant	\$5,369	\$7,703	\$5,449	\$7,819	\$5,558	\$7,975
Second Assistant	\$4,905	\$6,298	\$4,978	\$6,392	\$5,078	\$6,520
Golf						
Head Coach	\$2,336	\$4,436	\$2,371	\$4,503	\$2,419	\$4,593
Soccer (boys)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Soccer (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Volleyball (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Basketball (boys)						
Head Coach	\$5,114	\$7,704	\$5,190	\$7,820	\$5,294	\$7,976
First Assistant	\$3,879	\$5,369	\$3,937	\$5,449	\$4,016	\$5,558
Second Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833

Basketball (girls)						
Head Coach	\$5,114	\$7,704	\$5,190	\$7,820	\$5,294	\$7,976
First Assistant	\$3,879	\$5,369	\$3,937	\$5,449	\$4,016	\$5,558
Second Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Gymnastics						
Head Coach	\$3,738	\$5,836	\$3,794	\$5,924	\$3,869	\$6,042
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Ice Hockey (Boys)						
Head Coach	\$5,114	\$7,704	\$5,190	\$7,820	\$5,294	\$7,976
First Assistant	\$3,879	\$5,369	\$3,937	\$5,449	\$4,016	\$5,558
Second Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Ice Hockey (Girls)						
Head Coach	\$5,114	\$7,704	\$5,190	\$7,820	\$5,294	\$7,976
First Assistant	\$3,879	\$5,369	\$3,937	\$5,449	\$4,016	\$5,558
Second Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Indoor Track (boys)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Indoor Track (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Outdoor Track (boys)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Outdoor Track (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Baseball (boys)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Softball (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Lacrosse (boys)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Lacrosse (girls)						
Head Coach	\$3,985	\$6,309	\$4,045	\$6,404	\$4,126	\$6,532
First Assistant	\$2,797	\$4,668	\$2,839	\$4,738	\$2,896	\$4,833
Second Assistant	\$2,336	\$3,964	\$2,371	\$4,024	\$2,419	\$4,104
Tennis (boys)						
Head Coach	\$2,966	\$4,921	\$3,010	\$4,995	\$3,070	\$5,095

Tennis (girls)						
Head Coach	\$2,966	\$4,921	\$3,010	\$4,995	\$3,070	\$5,095
Intramurals (3 season)						
Head Instructors	\$2,451	\$4,550	\$2,488	\$4,618	\$2,538	\$4,711
Assistant Instructors	\$2,096	\$4,201	\$2,127	\$4,264	\$2,170	\$4,349

EXTRACURRICULAR STIPENDS: To be paid at end of activity or end of school year, whichever comes first.

	2015-2016		2016-2017		2017-2018	
	Min.	Max.	Min.	Max.	Min.	Max.
Mentor Coordinator		\$1,698		\$1,724		\$1,758
Teacher Mentor (Per Mentee)		\$429		\$435		\$444
MCAS Academy		\$1,698		\$1,724		\$1,758
After School Program						
Head Teacher (per hour)		\$38.57		\$39.15		\$39.93
Co-Teacher (per hour)		\$29.44		\$29.88		\$30.47
Asst. Teacher (per hour)		\$20.30		\$20.60		\$21.02
High School						
Department Head	\$3,616	\$5,425	\$3,671	\$5,507	\$3,744	\$5,617
Art Club	\$729	\$1,104	\$740	\$1,121	\$754	\$1,143
Band Director	\$3,021	\$4,577	\$3,067	\$4,646	\$3,128	\$4,739
Carnival Ball	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
Drama Club	\$3,021	\$4,577	\$3,067	\$4,646	\$3,128	\$4,739
Drama Asst	\$1,737	\$2,631	\$1,763	\$2,671	\$1,798	\$2,724
Freshman Class	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
Junior Class	\$1,361	\$2,061	\$1,381	\$2,092	\$1,409	\$2,134
Math Team	\$1,361	\$2,061	\$1,381	\$2,092	\$1,409	\$2,134
Newspaper	\$1,737	\$2,631	\$1,763	\$2,671	\$1,798	\$2,724
Pep Band	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
Senior Class	\$1,512	\$2,290	\$1,535	\$2,325	\$1,566	\$2,371
Sophomore Class	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
Student Council	\$1,737	\$2,631	\$1,763	\$2,671	\$1,798	\$2,724
TV Production	\$818	\$1,239	\$830	\$1,258	\$847	\$1,283
Yearbook	\$2,553	\$3,868	\$2,591	\$3,926	\$2,643	\$4,005
First Assistant	\$1,737	\$2,631	\$1,763	\$2,671	\$1,798	\$2,724
Musical						\$0
Stage Director	\$818	\$1,239	\$830	\$1,258	\$847	\$1,283
Music Director	\$818	\$1,239	\$830	\$1,258	\$847	\$1,283
Musician	\$510	\$773	\$518	\$784	\$528	\$800
Middle School						
Drama Club	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
First Assistant	\$715	\$1,083	\$726	\$1,100	\$741	\$1,122
Great Books	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
First Assistant	\$715	\$1,083	\$726	\$1,100	\$741	\$1,122
Math Club	\$1,209	\$1,831	\$1,227	\$1,859	\$1,252	\$1,896
Newspaper	\$919	\$1,393	\$933	\$1,414	\$952	\$1,442
Student Council	\$1,361	\$2,061	\$1,381	\$2,092	\$1,409	\$2,134

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	\$1,093	\$1,656	\$1,109	\$1,681	\$1,131	\$1,715
New Tier B	\$729	\$1,104	\$740	\$1,121	\$755	\$1,143
New Tier C	\$364	\$552	\$369	\$560	\$377	\$572
Elementary School						
Head Teacher or Nurse		\$1,225		\$1,243		\$1,268
Lead Teacher		\$2,414		\$2,450		\$2,499
DIBELS Coordinator		\$527		\$535		\$546
In those cases where an assistant position has been added to an extra curricular activity, that individual shall not be compensated at a rate greater than the rate paid to the individual in the more senior position.						

A. LONGEVITY INCREASES FOR SERVICE IN STONEHAM

1. After five (5) full years of satisfactory service in Stoneham, a teacher will be granted a longevity increase of four hundred dollars (\$400).
2. After fifteen (15) years of satisfactory service in Stoneham, a teacher will be granted an additional longevity increase of five hundred fifty dollars (\$550) for a total of nine hundred fifty dollars (\$950).
3. After twenty (20) years of satisfactory service in Stoneham, a teacher will be granted an additional longevity increase of six hundred (\$600) dollars for a total of fifteen hundred fifty dollars (\$1550).
4. After twenty-five (25) years of satisfactory service in Stoneham, a teacher will be granted an additional longevity increase of six hundred dollars (\$600) for a total of twenty-one hundred fifty dollars (\$2150).
5. 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 him/her, 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

On April 23, 1973, a Sick Leave Bank (SLB) was established whereby employees who are members of the bargaining units covered by Stoneham Teachers' Association collective bargaining agreement may receive additional sick leave upon exhaustion of their own earned and accrued sick leave. Updated and revised in Spring, 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.

2. Funding of the SLB

Upon hire 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 his 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.

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, in an advisory capacity.

a. 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.

- b. 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 three 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, 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 three (3) 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, he or she 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. Non-Professional Status Teachers (Non-PST) may request an additional ten (10) days to cover the period beyond the first five days referred to in the preceding Section 6c. Said request for ten (10) 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 Non-PST teacher will be able to access a maximum of thirty one (31) days during their Non-PST years.
- e. 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 three hundred thirty (330) days over five (5) consecutive year period. The five (5) year period will begin on the first day of coverage from the SLB.
- f. 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.

- g. 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 his 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 his allotment of sick days (annual and accumulative). The purpose of this section is to allow the participating member to be eligible to receive his 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.
- h. 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.
- i. The application for benefits must be accompanied by a certification of illness or disability completed and signed by a physician. 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. If the additional information is not provided to the SLB Committee, said Committee may vote to stop the withdrawal of the SLB days.
- j. 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.
- k. 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.
- l. 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.
- m. Benefits under the SLB will not extend beyond the participating teacher's term of employment.
- n. SLB benefits shall be granted to applicants for only those illnesses and disabilities for which personal sick leave days are made available and granted to teachers covered by the collective bargaining agreement, consistent with any applicable state and federal statutes.
- o. SLB days will not be granted for periods of unpaid leave of absence, except as provided in Section 6n above.
- p. The Superintendent shall make available the attendance records of participating members if requested to do so by the SLB Committee.
- q. 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, video taping and photographing, including digital photography, by any means, including but not limited to cell phone, involving students will be related to classroom and/or extra curricular 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 and internet access to students 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 wide area fiber network and online computers, 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. 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. Staff members are advised that certain improper use may result in required reporting to the Massachusetts Department of Education, Bureau of Educator Licensure.

Examples of inappropriate or improper use include but are 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

The Stoneham Public School system is not responsible for materials acquired using school computers. Periodically, the Stoneham Public Schools will make determinations on whether new uses of technology remain consistent with this acceptable use practice.