

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SUDBURY EDUCATION ASSOCIATION  
AND THE  
SUDBURY SCHOOL COMMITTEE

It is agreed between the Sudbury Education Association and the Sudbury School Committee that the terms of their collective bargaining agreement covering the period July 1, 2015 through June 30, 2018 shall be extended through June 30, 2021 except as modified by the following provisions:

**1. ADD New Section:** Article XI- Transfers and Vacancies

(A) By May 1 building Administrators/Department Heads will assess the team/grade needs for the next year. If it is the determination that the structure of the teams/grades will differ from the current year, the Administration will communicate these changes with the department/team/grade for discussion of current staff preferences. Should a transfer between teams or grades be determined necessary, the Administration will first ask for volunteers. Administration is not required to transfer the volunteer if in the sole determination of the administrator, the transfer of the volunteer is not in the best interest of the school or students. The employee may request a meeting with the principal and Union representation to discuss the decision rationale. Any involuntary transfer will be reviewed by the Superintendent upon the request of the transferred employee and/or the Association.

**2. AMEND:** Article XXI- Extended Leave of Absence:

(D)(4) An employee on leave shall retain all rights held prior to such leave; however, she/he shall not advance in increment unless she/he taught for at least sixty (60) percent of the contract days in the school year in which the leave commenced. The teacher can request yearly calculations as it pertains to their yearly step increase.

**3. AMEND:** Article XX- Temporary Leaves of Absence:

(A)(1): Each teacher shall be entitled to a total of five (5) days of leave with pay during each school year. The parties agree that such leave should only be taken for important personal reasons that cannot be conducted outside of the school day; shall not be taken for the sole purpose of extending a weekend, vacation or school holiday or for travel for said reason; and not as vacations or for recreation.

Whenever a person is proposing to take more than one consecutive day as personal days or one day at either end of a school vacation week or holiday weekend as a personal day, pursuant to this section the employee shall notify the Superintendent, or designee, in writing, on a form provided by the Superintendent, at least five (5) school days before the date on which the leave is

to be taken or commence. Approval of leaves pursuant to this section shall be the sole responsibility of the Superintendent or designee. For all other personal days, the person shall use the same notification as he/she would for a day of sick leave.

**4. AMEND:** Article X- Teacher Assignment:

(B) Teachers will be notified in writing of their assignments for the next school year by the last day of instruction. In the event there will be a change to a teacher's FTE status (workdays/hours), school, grade level, team/structure, year and/or subjects they will teach and any special or unusual classes for the next school year, they will be notified of such change(s) in writing not later than the school day prior to Memorial Day break. The Association acknowledges that teaching assignment notifications are based on the best available information regarding student enrollment, student program choices, teachers returning in the next year, budget, etc. In the event that there is a change to this information after the notice of assignment is given, teaching assignments may also change in response to the new information.

**5. AMEND:** Article XI- Transfers and Vacancies: Section B

(B) Notice of transfer will be given to teachers no later than the school day prior to Memorial Day break.

**6. ADD New Section** Article XI- Transfers and Vacancies:

(E) Bargaining Unit Members who are notified of a physical space change on or after the 175th day of school will be compensated \$250 for moving inconveniences. Any Bargaining Unit Member who requests a move after the 175<sup>th</sup> day will not be eligible for compensation.

**7. AMEND:** Article VI- Teaching Hours and Teaching Load:

(C) Middle School Level:

The contractual work day for teachers in the middle school and teachers/specialists who split their time between the middle and elementary school levels shall be 7 hours.

**8. EXECUTE SIDE LETTER:**

Middle School Review Group: A group agreeable to the SEA executive board, Curtis Middle School teachers, and administrators at Curtis Middle School shall be formed to conduct an annual review to evaluate how the daily block (formerly CES) is used, and to evaluate its effectiveness for teachers and students. Such annual review group shall make any recommendations for potential changes to the Superintendent or designee the school day prior to April vacation, who shall consider the recommendations in consultation with the principal about the schedule.

Any proposed changes proposed by this working group and approved by the Superintendent or designee related to this daily block which changes the terms and conditions of employment will be subject to bargaining.

The daily block is in addition to content area assignments and is to be used for student academic support, social/emotional support and programs, executive functioning and organizational skills, and recess. With the exception of recess, this daily block will consist of structured learning activities for all students.

In order to evaluate the effectiveness of this time, teacher or teacher teams shall provide information and feedback to the Middle School Review Group describing how the time is used to ensure that all students participate in structured learning activities. Such time may not be used as a “study hall.”

For purposes of this agreement, the daily block is not considered a subject or a teaching preparation as described in Article VI, Section I; nor shall the daily block be considered a pupil section as described in Article VI, F. In five day work weeks, without an ILAP day, no less than 20 minutes of the additional time shall be teacher collaboration time. In weeks with ILAP days such 20 minutes of teacher collaboration time will occur prior to ILAP sessions.

**9. ADD New Section: Article VI- Teaching Hours and Teaching Load**

(2)(D) If a special educator, guidance counselor, psychologist or speech/language pathologist (collectively “special educator” for the purposes of this provision Art. VI 2D) believes that his or her workload is excessive, he or she may request a meeting with his or her principal in consultation with the SEA President. In the event that the principal determines based on the evidence and information provided by the special educator or SEA President that the special educator’s workload is excessive, they will discuss options to address the special educator’s workload. The Principal may offer such options as, temporary relief from non-teaching duties, release time in the professional day and/ or professional assistance to complete mandated requirements.

**10. ADD New Section: Article VI- Teaching Hours and Teaching Load**

(K) Any part time employee with an FTE of .7 or less who is scheduled across more than 4 school days, may request a meeting with the Building Administrator and SEA President to discuss the assignment. The administrator’s decision will be reviewed by the Superintendent upon the request of the employee and/or the Association.

**11. AMEND: Article XXIV- Professional Development and Educational Improvement**

(A) The Committee shall reimburse, subject to the provisions of paragraph D, teachers who request payment for the cost of tuition or tuition-like costs for in-service or graduate courses at accredited colleges, universities or professional training schools and/or program with the advanced approval of the Superintendent of Schools or Designee. Reimbursements will not include parking fees, meals, etc.

[B no change]

(C) [Change dates to FY19, FY 20 and FY21 each at \$100,000]

(D) The Superintendent, or designee, may approve, in advance, up to-twelve (12) graduate or other PDP credit hours with a maximum of thirty-two hundred dollars (\$3200) per teacher, annually for payment based on their relevance to the teacher's current assignment or professional goal within the field of education. With the exception of courses required by the District, this benefit does not extend to courses taken during the regular teacher work day, unless approved by the Superintendent or designee. This benefit shall be pro-rated for those employees whose assignment is less than full time.

(E) Those seeking reimbursement must make application at least ten (10) days in advance of registration. Failure to obtain prior approval for the courses shall result in loss of payment from the funds allocated in this section. Reimbursement will be paid in December and July.

For December payments, payment shall be made upon a presentation of District required forms including course completion, grades (online proof of grade is sufficient), and course proof of payment by December 15<sup>th</sup>.

For July payments, payment shall be made upon a presentation of District required forms including course completion, grades (online proof of grade is sufficient), and course proof of payment by June 30. Teachers who are unable to secure all required paperwork prior to June 30 may submit email notification of successful completion of the course by June 30 to ensure reimbursement and shall follow up with the necessary documents to receive payment.

**12. AMEND:** Appendix B- Salary Differentials

Teachers shall be paid at the following hourly rate: \$62 for... (remainder A, B and C stays the same)

**13. AMEND:** Appendix B- Salary Differentials

Per diem payment for up to five (5) days required before the beginning of the teacher work year and for up to five (5) days required following the end of the teacher work year. These days shall be mutually scheduled between the Team Chair and the Director of Student Services or the building Principal.

**14. AMEND:** Appendix C- Extra Duty Compensation

The Standing Joint Committee on Extra Duty Compensation shall meet yearly prior to December 31 each school year to determine the number of units for newly initiated activities, assess the units for current activities, and any other general conditions regarding extra duty activities and compensation for those activities. The Joint Committee shall consist of two (2) representatives of the School committee and two (2) representatives of the Association.

**15. AGREEMENT:** Appendix B- Salary Differentials

The parties agreed to increase the stipends by the same COLA amount for the duration of this contract. FY 19 = 1.5%; FY 20 = 2.25%; FY 21 = 2.50%

**16. AMEND:** Article XXX- Duration

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021. Negotiations for a successor agreement shall commence no later than November 1, 2020, unless mutually agreed to by both parties to extend the timeline. In the event that a new agreement is not reached by the date of expiration, the terms and conditions of employment shall remain in full force and effect.

**17. AMEND:** Article XV- Salaries:

Section (B)

1. A teacher must submit an Intent to Change Lane form with the Superintendent, or designee, by January 1st in order for the change in placement and salary adjustment to become effective in the next school year. This form shall be submitted if the teacher will have earned sufficient credits to provide for a change in his/her lane placement on the salary schedule for the upcoming school year.

2. All courses must be approved in advance by the Superintendent, or designee, and must bear a direct relationship to the teacher's assignment or professional goal at the time the request for approval is made.

3. All credits must have been earned in a fully accredited institution or through an in-service program or an organization recognized and approved by the Superintendent, or designee.

4. A maximum of six credits may be earned prior to the receipt of the Master's degree but in no case more than five years prior to the receipt of the Master's degree or ten years prior to the date of the request to receive approval.

5. Credits shall not include any of those earned as part of a bachelor's or master's program.

6. Teachers must file with the Superintendent an official transcript for all courses taken as soon as possible after the completion of the course. The Superintendent, or designee, may accept verification from the college or university of degree/course completion and grade while awaiting the official transcript.

7. Movement on the salary schedule lane placement to another salary schedule lane placement will only occur effective on the first day of the work year. Courses completed by the start of the school year with proof of completion by October 1<sup>st</sup> will be accepted for retroactive movement on the new lane placement.

**18. AMEND:** Article XV- Salaries:

(G) *After first paragraph add:* Effective in Fiscal Year 2019, employees making a 403b will receive a match from the school committee not to exceed \$300/ year (a \$100 increase over the previous amount) for the duration of the contract.

**19. AMEND:** Appendix A- Salary Schedule

Salary schedule shall be revised to reflect the following increases in each of the fiscal years:

FY 19: 1.5%  
FY 20: 2.25%  
FY 21: 2.50%

For the Association:



Date: 9/18/18

For the School Committee:



Date: 9/18/18