DOVER/SHERBORN PUBLIC SCHOOLS

DOVER AND SHERBORN, MASSACHUSETTS

EDUCATORS' AGREEMENT

BETWEEN

DOVER SCHOOL COMMITTEE

SHERBORN SCHOOL COMMITTEE

DOVER-SHERBORN REGIONAL SCHOOL COMMITTEE

AND THE

DOVER-SHERBORN EDUCATION ASSOCIATION

September 1, 2014 - August 31, 2017

Table of Contents

Preamble 4

Collective Bargaining 5

Article 1 - Recognition 5

Article 2 – Scope of Agreement 5

Article 3 - Terms of Agreement – Renegotiation of Agreement 5

Article 4 – Authority of Committee 6

Article 5 – General 6

Legal 7

Article 6 – Grievance Procedure 7

Article 7 - Arbitration 7

Article 8 – Indemnification of Teachers 8

Article 9 – No Strike 9

Working Conditions 10

Article 10 – Teaching Hours and Teaching Load 10

Article 11 – Educator Assignment 11

Article 12 – Class Size 12

Article 13 - Summer Curriculum Work 12

Article 14 – Cafeteria Duty 12

Article 15 – Department Head 13

Article 16 - Textbooks 13

Pay and Benefits 14

Article 17 - Salaries 14

Article 18 - Longevity 15

Article 19 – Salary Deductions 16

Article 20 – Agency Service Fee 16

Article 21 – Insurance and Annuity Plan 17

Leaves 18

Article 22 – Sick Leave 18

Article 23 – Sick Leave Bank 18

Article 24 - Temporary Leave with Pay 19

Article 25 - Temporary Leave without Pay 20

Article 26 - Sabbatical Leave 21

Personnel 22

Article 27 – Evaluation Procedure 22
Article 28 - Promotions 23
Article 29 – Professional Development and Educational Improvement 24
Article 30 - Suspension 25
Article 31 – Reduction in Staff 26
Signatures 28
Appendix A - Salary Schedule 29
Additional Training Levels 31
Appendix B - School Nurse Salaries 32
Appendix C - Remuneration for Extra Compensatory Duties 33

Preamble

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Dover and Sherborn, and that good morale within the teaching and educational staffs of Dover and Sherborn is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

A. Under the laws of Massachusetts, the School Committees (hereinafter referred to as the "Committee"), elected by the citizens of Dover and Sherborn, has final responsibility for establishing the educational policies of the public schools of Dover and Sherborn;

B. The Superintendent of Schools of Dover and Sherborn (hereinafter referred to as the "Superintendent") has responsibility for carrying out the policies so established;

C. Educators of the public schools of Dover and Sherborn have responsibility for providing education of the highest possible quality and in conjunction with that responsibility to make recommendations and provide consultation on educational policies;

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, and the Dover-Sherborn Education Association (hereinafter referred to as the "Association") in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staffs; and so,

E. To give effect to these declarations, the following principles and procedures are hereby adopted:

Collective Bargaining

Article 1 - Recognition

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in Dover, Sherborn and the Dover-Sherborn Regional School System as defined below:

a. all Teachers (hereto collectively referred to as educators unless otherwise specifically identified)
b. all Department Heads
c. all Special Teachers, i.e., Reading, Speech-Language, Guidance, and any other special teaching position that shall develop within the school systems
d. all Certified Librarians
e. all Certified School Nurses
f. Occupational/Physical Therapists applies to those employed by Dover, Sherborn and/or the Dover-Sherborn Regional School system. Those working as independent contractors are excluded.
g. Special Education Out-of-District coordinator subject to review of change in current setting
h. all positions listed under Appendix C
i. all Administrative Personnel, including the Information Technology Director, the METCO Director, the Guidance Director; Administrator of Special Education; the Athletic Director; and the Community Education Director are excluded

Article 2 – Scope of Agreement

This Agreement is a complete agreement between the parties hereto. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of. The Committee shall be under no obligation to discuss with the Association any modifications or additions to the matters dealt with in this Agreement during the term thereof. No change or modification shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives of both parties.

Article 3 - Terms of Agreement – Renegotiation of Agreement

A. This Agreement is made and entered into this 15th day of September, 1981, in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts by and between the Dover School Committee, the Sherborn School Committee and the Dover-Sherborn Regional School Committee (hereinafter jointly referred to as the "Committee and or Superintendent") and the Dover-Sherborn Education Association (hereinafter referred to as the "Association"). A Memorandum of Agreement signed on June 21, 1984, continues this Agreement with modifications through August 31, 1987. A Memorandum of Agreement signed on November 17, 1987, continues this Agreement with modifications through August 31, 1990. A Memorandum of Agreement signed on October 19, 1990, continues this Agreement with modifications through August 31, 1993. A Memorandum of Agreement signed on January 10, 1994, continues this Agreement with modifications through August 31, 1996. A Memorandum of Agreement signed on January 28, 1997, continues this Agreement with modifications through August 31, 1999. A Memorandum of Agreement signed on March 11, 1999, continues this Agreement with modifications through August 31, 2002. A Memorandum of Agreement signed on

April 22, 2002, continues this Agreement with modifications through August 31, 2005. A Memorandum of Agreement signed on March 25, 2008, continues this Agreement with modifications through August 31, 2014.

B. This Agreement shall become effective on September 1, 2014, and shall continue in effect until August 31, 2017.

C. In the event that either party wishes to change or terminate this Agreement, it shall give the other party notice in writing of such desire on or before July 1, 2016. Otherwise, this Agreement shall remain in full force and effect without change. In the event that notice is given as required in this Article and agreement is not reached by September 1, 2017, to which such notice was directed, then the existing Agreement will remain in full force and effect during negotiations until either party gives written notice of termination to the other party by registered mail.

D. It is the intent of both parties to negotiate the provisions of this Agreement for a collective bargaining agreement to become effective September 1 of the year the current contract expires.

Article 4 – Authority of Committee

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Towns of Dover and Sherborn in the Committee for the quality of education in, and the efficient and economical operation of, the Dover/Sherborn School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Article 5 – General

A. There will not be reprisals of any kind taken against any educator by reason of his/her membership or non-membership in the Association or participation in its activities.

B. If meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

C. Copies of the Agreement will be sent through the Email system to each educator during the first week of School in September, and the educator will verify receipt of the document. Two signed hard copies of the Agreement will be retained, one by the Superintendent, one by the DSEA.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Legal

Article 6 – Grievance Procedure

A. Any complaint of an alleged violation of this Agreement or any dispute over its meaning, application, or interpretation shall constitute a grievance to be handled in accordance with the procedure set forth below:

1. Before beginning the grievance procedure with level I, the educator shall discuss the problem with the appropriate administrator most directly involved, in a good faith attempt to resolve the problem. If a grievance affects a group or class of educators who do not have a common supervisor, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence from that point per #3 of the Grievance Procedure.

2. If the problem is not settled by the preliminary procedure, the educator may file the grievance in writing with the same appropriate individual within thirty (30) days of the occurrence of the event upon which the grievance is based. The supervisor shall meet with the aggrieving educator and, if such educator so desires, a representative of the Association within five (5) school days of the filing. The supervisor will answer the grievance in writing within five (5) school days after such meeting, and a copy of the answer will be sent to the president of the Association. The disposition of the grievance shall not be inconsistent with the terms of the contract.

3. If the written answer does not satisfactorily dispose of the grievance, the grievant and/or the Association on his/her behalf, shall file it with the Superintendent in writing within five (5) school days of receipt of the Supervisor's answer.

4. The Superintendent shall, within ten (10) school days thereafter, meet with the grievant and/or the Association and attempt to settle the grievance.

5. The Superintendent shall make a written disposition of the grievance to the grievant and the Grievance committee of the Association within five (5) school days after the date of such meeting. If the written answer does not satisfactorily dispose of the grievance, the grievant and/or Association may appeal it in writing to the Committee. The Committee shall answer the grievance in writing within five (5) school days after the next regular meeting.

6. The Committee's answer will be accepted unless within eight (8) school days after receipt thereof the Association notifies the Committee of its intention to take the matter to Arbitration pursuant to Article 7.

7. In cases where a grievance is not resolved by the end of the school year, the school-day time limits shall be converted to calendar days and doubled, excluding Saturdays, Sundays, and holidays.

8. For purposes of this Article, the Committee shall be represented by the Personnel Sub-Committee.

Article 7 - Arbitration

A. In the event either party elects to submit a grievance to arbitration, the Arbitrator shall be selected according to, and shall be governed by, the following procedure:

The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been

received by either party, then the party demanding arbitration shall within five school days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of Arbitrators, and said Arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

B. Each party shall bear the expense of its representatives, participants, and witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

C. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it is a grievance as defined in Article 6, Section A of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his/her decisions solely upon facts, evidence, and contention as presented by the parties during arbitration proceedings.

D. If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability *de novo* applying the principles set forth in Section C above without according any weight to any decision on arbitrability that may have been previously made by the Arbitrator and/or any administrative agency in a similar case.

E. Subject to the limitations in Section C and D above, the decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

Article 8 – Indemnification of Educators

A. The Committee shall, out of any funds appropriated for that purpose pursuant to Chapter 258 of the Massachusetts General Laws, indemnify any educator for expenses or damages sustained by him/her by reason of an action or claim against him/her resulting from accidental bodily injury to or the death of any person or destruction of property, while acting as such educator and within the scope of his/her employment.

B. The Committee may, out of any funds so appropriated, indemnify any educator for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such teacher and within the scope of his/her employment.

C. Indemnification under Section A and B above is subject to the provision contained in Chapter 258 of the Massachusetts General Laws that the defense or settlement of any action or claim for which indemnification is sought shall have been made by the town counsel or legal counsel for the district upon request of the Committee; or, if the town has no town counsel or the district has no legal counsel, by an attorney employed for such purpose by the Committee; or, if such counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such educator.

D. For purposes of illustration and not by way of limitation, an educator shall be deemed to be acting as an educator and within the scope of his/her employment when he/she is engaged in a scheduled or officially recognized school activity, chaperoning of student activities, conducting field trips as a part of curricular or extra-curricular activities, attending, judging, or otherwise assisting at school athletic contests or exhibitions.

Article 9 – No Strike

During the term of this Agreement, the Association and its members will not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

Working Conditions

Article 10 – Teaching Hours and Teaching Load

A. The Committee shall establish the regular school hours for students and educators will be notified as soon as practicable after such determination has been made by the Committee and with at least five (5) days' notice in the event of change. However, no change in scheduling will increase the length of the normal workday.

B. The Normal Workday

1. Secondary classroom educators will begin fifteen (15) minutes before the students are assembled in class and a total of one (1) hour and thirty (30) minutes per week after the students have been dismissed for the day. During said period, educators shall be available in their classrooms. The one (1) hour and thirty (30) minutes shall be scheduled by the Administrator in segments deemed by the Administrator to best satisfy the needs of the educational process. It is recognized, however, that in the proper performance of their professional duties, educators are expected to work a longer workday in keeping with demands of their particular teaching assignment.

2. Elementary classroom educators will be in their classroom fifteen (15) minutes before the start of the official school day for students and will end thirty (30) minutes after students have been dismissed for the day. During said period educators shall be available in their classrooms. It is recognized, however, that in the proper performance of their professional duties, educators are expected to work a longer workday in keeping with demands of their particular teaching assignment. Dismissal time for school will be published in the faculty handbook and on the website prior to the school opening. Association representatives will be consulted prior to the implementation of any changes.

C. In the event the Committee deems it necessary to run a staggered student day, the length of an educator's workday will not be altered by this Committee's decision.

D. The work year of the educator (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30, but will in no event be longer than one hundred and eighty-four (184) days. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year and any other days on which educator attendance is required. The Superintendent will meet with the Association regarding the school calendar and make a joint recommendation to the Committee. The Committee retains the right to vote on the school calendar.

E. In addition to the time in the regular school year, Middle School guidance counselors will work an additional six (6) days; High School guidance counselors will work an additional ten (10) days; and the Special Education out-of-district coordinator will work an additional ten (10) days. Each will be paid at a rate of 1/184 of that individual's regular salary for each of the additional days worked.

F. Educators may be required to attend three (3) meetings after 4:00 p.m. each year. At the Elementary level, one of these required meetings will be used for parent conferences. Attendance at all other evening meetings beyond the required three will be at the option of the individual educator.

G. All educators shall have a duty-free lunch period of at least the length of the regular student lunch period.

H. Normally, Middle and Senior High School educators will not be assigned more than five (5) teaching

periods per day and, in addition, each educator will have at least one preparation period per day. Consistent with the provisions of this contract, other assignments may be made to educators during the school day.

I. Educators in the elementary schools will be duty-free during the morning recess period and will have one preparation period, insofar as it is possible. The practice of a split preparation period shall be discouraged, insofar as it is possible.

J. On Friday and on days preceding holidays, educators are free from duty at the close of the Districts' students' school day, except for the last day of the school year.

K. Educators may be required to remain after the end of the normal workday, without additional compensation, for up to seventy (70) minutes, no more than two (2) days each month for staff meetings or other meetings authorized by the Superintendent. The meeting will start ten (10) minutes after the dismissal of the students and will run for no more than seventy (70) minutes. An administrator has the option to schedule no more than twenty (20) after school meetings during the school year. The administrator must establish a calendar for the meetings at the start of each school year in September. Meeting dates can be changed with a two-week notice given to the educators.

L. It is recognized that participation in some extra-curricular activities is a significant part of an educator's professional responsibility to students. It is also recognized, however, that, if an educator is asked to undertake an activity which is outside his or her field of competence, that educator could be ineffective. Therefore, educator participation in extra-curricular activities listed in Appendix C will be voluntary.

M. If any member of the administration whose responsibilities include scheduling educators determines that it is necessary to schedule an exception to Section G, H, or I of this Article for longer than twenty (20) working days, the Association will be notified, and such an exception will be subject to the grievance procedure. An Arbitrator shall not substitute his judgment for that of the administrator unless he determines that the administrator's action was unreasonable.

Article 11 –Educator Assignment

A. Educators will be notified of their tentative programs, grade and/or subjects that they will teach, and any special and unusual classes that they will have for the coming school year, prior to the close of school in June.

B. In order to ensure that pupils are taught by educators working within their areas of competence, educators will not be assigned outside the scope of their teaching license.

C. To the extent possible, changes in grade assignment in elementary schools and in subject assignment in the secondary schools will be voluntary. Before an involuntary change of assignment is made, the educator involved shall be consulted with respect to such change.

D. In arranging the schedule for educators who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Any educator so assigned will be notified of any changes in his/her schedule as soon as practicable. Educators who are assigned to more than one school in any one school day will receive payment at the current rate per mile for Dover/Sherborn employees for all inter-school driving.

E. The Committee shall continue its present policy of making educator assignments without regard to race, creed, color, religion, nationality, gender, sexual orientation or age, as provided by law.

F. Educators who desire a change in grade or subject assignment will file a written request for the change with the Office of the Superintendent not later than April 1. As soon as practicable, but not later than June 30, the Superintendent will notify each educator requesting a change of the action taken in regard to the request.

Article 12 – Class Size

A. It is desirable to limit class size, in most areas, in relation to the subject taught, type of student, physical plant, availability of staff and various support facilities and/or techniques. Class size, where practicable, should be held to a maximum of twenty-five (25).

B. Exceptions to the above are in the subjects where the physical layout limits the class size. . In certain circumstances class size may be limited by requirements of state and federal special education regulations. Classes shall be so constituted that the respective students in a grade or school shall be fairly apportioned.

C. The foregoing standards are subject to modification for conformity to the policy and educational purposes of the Dover-Sherborn individual approach to education, and shall not prevent the use of specialized or experimental techniques, nor will they cause split or half classes or other limitations that are unreasonable in the light of existing conditions. However, if an educator considers that there have been excessive departures from the agreed standards, a complaint may be filed and shall be subject to the grievance procedure.

Article 13 - Summer Curriculum Work

Summer Curriculum Work
Effective 2015, compensation for all positions covered by this contract (including school nurses, department heads, and MS/Elementary curriculum leaders) for summer curriculum work will be at the per diem rate of two hundred and twenty-five dollars ($225).

Article 14 – Cafeteria Duty

A. The Committee and the Association agree that an educator's primary responsibility is to teach and that his/her energy should be utilized to this end. The Committee and the Association recognize that the teacher aides and part-time clerical employees are essential in order to implement this principle. Therefore, the Committee agrees to seek volunteer or paid teacher aides and part-time clerical employees (within the limits permitted in its judgment by budgetary considerations) in sufficient number to relieve educators in order that more of the educator's time may be devoted to instructional activities and preparation.

B. Cafeteria duty will be supervised by educators on a volunteer basis. There will be at least twelve (12) volunteers at the High School, twelve (12) at the Middle School, twelve (12) at the Sherborn Elementary and twelve (12) at the Dover Elementary School.

At the High School and at the Middle School, the cafeteria duty for one student lunch period shall be considered a full duty.

At the elementary schools, those doing cafeteria duty in a particular week will not do lunch recess duty. Any educator assigned more than one (1) cafeteria duty per week will be deleted from the bus duty roster.

In no case will any educator be assigned more than three (3) duties in any two (2) week period.

Article 15 – Department Head

A. Department heads will carry a work load of no more than four (4) classes or twenty (20) periods per week.

B. Where practical, office space shall be provided for department heads.

C. Where practical, department heads will be free from such duties as study halls, homerooms and lunch duty in order to devote their full time to teaching and administrative/supervisory responsibilities.

E. Compensation for department heads shall be reviewed by the Extra Compensatory Committee. No consideration shall be given by that Committee to step increases for department heads.

Article 16 - Textbooks

A. The Committee will provide, whenever practicable, sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use.

B. Before the administration changes a textbook, selects a new textbook or reorders an old textbook, in more than minor replacement quantities, all educators who are concerned or affected by this textbook choice will be consulted by the administration. These educators may ask for advice from a competent subject matter specialist from within or without the system, provided there will be no obligation placed on the Committee.

Pay and Benefits

Article 17 - Salaries

A. Effective September 1, 2014, the salary schedules are as noted in Appendix A.

B. Educators will be paid bi-weekly, in accordance with the payroll schedule of their employer, in twenty-six (26) substantially equal payments commencing on the first scheduled payroll in September after the opening of school. If a regular payday coincides with a holiday the Association will be notified of the actual payday scheduled by the employer.

C. By requesting in writing to the Superintendent on or before May 1, the educator may receive the salary due for the months of July and August in one payment. The lump sum option payment shall be made with the regular pay cycle on or following the last day of school.

D. Salary progress shall be determined by the Superintendent based on the Evaluation Procedure outlined in Article 27. Normal increases will be in accordance with the Salary Schedule; however, increases may be greater or may be withheld. The Superintendent, upon recommendation of the Principal/Headmaster, may withhold a pay increase if the Superintendent determines that the educator's performance, based upon the evaluation, warrants such action.

E. Salary adjustments will normally be effective in September.

F. The salary of educators entering the system shall be determined as follows:

1. Educators entering the Public Schools of Dover, Sherborn and the Region will be placed on the column of the salary schedule according to the degrees and/or credits earned relevant to their content/discipline at accredited institutions. Within the column, the educator may be placed on a particular step and the placement in the column and on the step is at the discretion of the Superintendent. The educator's progress thereafter on the salary schedule will be from the initial placement in the column and on the step.
2. An educator may be placed on an appropriate level of the salary scale by the Superintendent if such placement is deemed necessary for the good of the System.

G. Effective September, 1997, an educator, in any year, may move only one step and one lane. For the first year of this contract only, the exception is that an educator in the last step of any lane will move to the last step of that lane in the FY15 matrix.

H. Extra Duties - Additional compensation will be paid to educators who perform certain special activities according to Appendix C.

I. Loss of Preparation Time - In those grade K-12 classes where regular substitutes are not available and a regular educator voluntarily agrees to serve as a substitute during his/her non-teaching time, that educator will be paid .20 of the substitute base pay for each period he/she covers. This does not apply to an emergency coverage situation that develops after the opening of a school day. The Administrators of the school or program will make such arrangements. The provision for payment will also be applicable to K-5educators who cover for specialists who are not replaced with a substitute.

J. Confidential - All salaries are considered confidential and a personal matter between the Committee, the administration and the educator; however, all salaries are subject to the public records law of the Commonwealth of Massachusetts.

K. Termination - The entire salary will be prorated so that he or she will receive that fraction of the entire salary determined by dividing the number of days the educator has worked by the number of contract days in the school year multiplied by the educator's annual rate of pay.

L. Contract Termination:

1. Any educator may terminate his/her teaching contract by thirty (30) days' notice in writing to the Superintendent, except that sixty (60) days' written notice shall be required if an educator wishes to terminate in September.

2. An educator, in lieu of notice as provided above, may give notice of intent to retire by October 1 of the school year, after which the educator will retire. Such notice shall be irrevocable as of February 1. An educator entitled to any payments will receive such payments in accordance with relevant contract provisions.

3. An educator may be dismissed only as provided in General Laws Chapter 71, Section 42.

4.

M. An educator serving without professional status shall be notified in writing on or before June 15th whenever he/she is not to be employed for the following school year; otherwise he/she shall be deemed to be appointed for the following school year.

N. Absences Without Pay - In the event an educator is absent from school without pay, the loss of pay shall be an amount that is determined by dividing the number of days of absence without pay by the number of contract days in the school year, multiplied by the educator's annual rate of pay.

Article 18 - Longevity

A. Longevity Pay

1. Effective September 1, 2014, members of the bargaining unit shall receive longevity payment as follows:

Between 15 - 19 years of service - $400
Between 20-24 years of service - $500
Twenty-five plus years - $1000

An educator hired prior to February 1 shall be given credit for a full year. No credit will be given for long term substitute service.

2. Bargaining unit members with fifteen completed years of service in the Dover-Sherborn Schools may elect an early retirement payment of $5,000 (net of applicable longevity payments) per terms described in Article 17.L.2, requiring an educator to retire at the end of the school year.

3 . The Regional School Committee will fund all educator early retirement payment requests up to ten (10) payments in a budget year. The Dover School Committee will fund all educator early retirement payment requests up to five (5) payments in a budget year. The Sherborn School Committee will fund all educator early retirement payment pay requests up to five (5) payments in a budget year.

4. Immediate placement is not insured since the Committee retains the right to set budget limits; however, the Committee will not set budget limits that are generally viewed as restrictive. Members electing but not immediately placed under the provisions of paragraph 2 will be carried forward to the next school year and placed at the top of the list.

5. In the event that the number of members who elect this option in a specific year exceeds the amount funded, the following sequence of events will take place:

   a. A request will go to all members who have elected this option seeking members willing to delay the start of this option to the next school year. Members will have five school days to respond to this request.

   b. If a budgetary insufficiency still exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remaining starting next year.

   c. No bargaining unit member will be denied immediate placement on the optional longevity schedule specified in paragraph 2 of this section for any reason other than that specified in paragraph 5, section a. and b.

Article 19 – Salary Deductions

A. Dues deduction - Educators who belong to the Dover-Sherborn Education Association, and who wish to do so, may have their professional association dues/agency service fee deducted from their salary over a nine-month period commencing September 30.

B. Tax deductions - Greater than standard tax withholdings may be made in accordance with the applicable law.

C. Other deductions - Other deductions may be made for Insurance and Tax-Sheltered Annuities under plans established for Town or District employees.

D. Authorization - Written authorization is required for all payroll deductions.

E. The Association shall indemnify and hold 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 on making membership dues deductions and remitting the same to the Association or the M.T.A. pursuant to this Article.

Article 20 – Agency Service Fee

Effective September 1, 2002, any educator employed by the Dover, Sherborn or Dover-Sherborn Regional Schools shall be subject to an agency service fee unless said educator is or becomes a member of the DSEA. The DSEA agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations. Collection of agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the DSEA, and the Dover, Sherborn and Dover-Sherborn School Committees shall not be obligated to take any action in regard to the employment of such delinquent employees. Educators who fail to pay the agency service fee shall not be subject to dismissal or suspension, but the DSEA may pursue payment through whatever legal means it deems appropriate.

Article 21 – Insurance and Annuity Plan

A. Hospitalization and Group Life Insurance - Full-time educators are eligible for enrollment in the plan for Town or District employees. One-half of the cost of this plan will be paid by the employing authority. Effective September 1, 1989, Retirees from the Dover-Sherborn Regional School Systems, who are or have been previously covered under this collective bargaining agreement or its predecessors, shall be eligible for enrollment in the Hospitalization Insurance plan for Town or District employees. One-half the cost of this plan will be paid by the Dover-Sherborn Regional School District. Retirees in the Dover or Sherborn School System will continue their coverage. Effective March, 1997, all educators not employed prior to the 1996-1997 school year shall pay 30% of the premium of currently offered plans.

B. Annuities - Educators may participate in tax-sheltered annuities in accordance with the Internal Revenue Code and General Laws of Massachusetts.

C. Upon the death of an employee, his/her estate shall be entitled to a lump-sum payment. This payment shall equal the cash value determined by multiplying the educator's annual rate of pay by one-third (1/3) the accumulated sick leave, divided by the number of school days in the year. The Committee reserves the right to make such payment in the fiscal year following the death.

D. As of September 1, 1991, the Region instituted a plan for the deduction of health insurance premiums on a pre-tax basis. The Towns of Dover and Sherborn have instituted the same plan.

E. Effective September 1, 2011, to the extent permitted by applicable federal laws and regulations, including but not limited to applicable IRS regulations, the School Districts will provide bargaining unit members with a Cafeteria Plan that will enable unit members to pay with pre-tax earnings for uninsured medical expenses (MEDCAP) and for day-care expenses for dependents (DECAP).

Leaves

Article 22 – Sick Leave

A. Sick leave with pay shall be granted as follows:

1. Fifteen (15) days per school year.

2. Sick leave may be accumulated without limit.

3. After an educator has been absent on sick leave for seven (7) consecutive school days, the Committee may require medical evidence to determine the educator's eligibility for sick leave pay. In addition, the Committee may require examination by a doctor of its choosing. If so, the Committee shall pay for the doctor.

4. In the event of termination, no compensation will be granted for accumulated sick leave pay.

5. In special cases, the Committee may allow sick leave with pay beyond the above limit.

6. Before October 30 of the school year, a statement of unused sick leave shall be issued to each educator in writing.

Article 23 – Sick Leave Bank

A. The Sick Leave Bank, presently in existence for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness, shall be continued.

1. The bank shall be maintained at a minimum of one day per professional staff member after the first year of maintenance. A maximum shall be two per professional staff member.

2. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

3. A first year educator becomes eligible to apply to the sick leave bank after he/she has completed thirty (30) school days of employment.

B. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion, and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.

C. Those applying to utilize the Sick Leave Bank shall complete a Sick Leave Application. The Application, with required information attached, including a licensed physician's letter, shall be submitted to the Superintendent, who will have the appropriate data (i.e. years of service in the Dover/Sherborn Public Schools and the number of sick days available to the applicant in September of the school year when the request is being made)- recorded and verified prior to submitting data to the members of the Sick Leave Bank Committee.

1. The Sick Leave Bank Committee may request additional medical information prior to making a decision. If the Sick Leave Bank Committee questions the medical evidence, it can request a second opinion. The School Committee will pay the medical expenses for the second opinion

D. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.

E. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

F. Sick leave of up to seven (7) days in any school year may be used to care for an ill son or daughter. The Sick Leave Bank may not be used for family illness leave.

G. Sick leave of up to five (5) days in any school year may be used to care for all other ill members of the immediate family (mother, father, spouse, or anyone of whom the teacher is legal guardian), or any person residing in said educator's household. The Sick Leave Bank may not be used for family illness leave. Additional use of sick leave may be granted at the discretion of the Superintendent.

Article 24 - Temporary Leave with Pay

A. Temporary leave with pay shall be as provided below:

1. Personal leave of up to three (3) days per year shall be granted for urgent personal business that cannot be conducted during non-school hours. Personal leave shall not be used for the purpose of extending a school vacation or holiday period. The educator shall make his/her request, including reason for the leave, in writing as far in advance as possible, but, except in the case of emergency, at least twenty-four (24) hours prior to the time for which the leave is requested. All personal leave shall be submitted only to the headmaster/principal. In case of emergency, a written statement of the reason for the leave shall be submitted, and the educator paid if the leave was for a reason appropriate under this Section. Only in cases where the reason for the leave involves a sensitive matter may the stated reason be that of "highly personal."

   Effective Fiscal Year 2015, all unused personal days will be converted into sick days at the end of each school year per Art. 22.

2. An educator who is not granted maternity leave, pursuant to state and federal statutes, shall be granted up to 10 school days of leave without loss of pay for the birth or adoption of a child. The days taken shall be deducted from the individual's available sick leave days and/or personal days. A request for leave shall be made at least 2 weeks before the anticipated birth or adoption.

2. Professional Business - Temporary leave with pay may be granted at the discretion of the administration for the purpose of visiting other schools, attending meetings or conferences of an educational nature, or for Association Representatives to attend M.T.A. and/or N.E.A. conferences and conventions.

3. Time necessary for appearance in legal proceedings directly connected with the person's employment as an educator or in the performance of assigned duties shall be granted.

4. Temporary leave with pay for time lost, up to five (5) consecutive calendar days commencing with

the day of or day after the death, will be granted to an educator in the event of the death of a member of the immediate family, anyone of whom the educator is legal guardian, or any person residing in said educator's household. One day shall be granted in the event of death of an educator's father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt or uncle. Additional and/or other bereavement leave may be granted at the discretion of the Superintendent of Schools.

5. Religious Leave - An educator will be granted leave up to two (2) days in any one school year for time necessarily and actually lost for required observance of a recognized major religious holiday of the religious faith to which such educator belongs, when such holiday falls on a day on which educators are required to report. Notification by an educator of his/ her intention to take such leave shall be made to the appropriate principal no less than two weeks in advance of such holiday.

6. Military Leave - A maximum of ten (10) days per school year should be provided for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. The educator shall be paid the difference between his/her regular pay and the service pay.

7. Temporary leave may be granted by the Superintendent in extraordinary circumstances.

8. All leaves mentioned above, with the exception of that defined in Article 24.A.2, shall not be deducted from annual sick leave.

Article 25 - Temporary Leave without Pay

A. Temporary leave without pay shall be as provided below:

1. Maternity leave will be granted in accordance with applicable Federal and State Statutes. The Association and the Committee will develop an informational reference that outlines applicable federal and state statutes.

2. A leave of absence without pay of up to one (1) year shall be granted to an educator for the purpose of child rearing. An educator on child rearing leave must notify the Superintendent of Schools of his/her intent to return to school for the next school year by February 1. If an educator notifies the Superintendent of Schools of his/her intent to return to school on February 1, he/she does not have the right to request a second year of leave. The Committee may require that the educator remain on the leave until the September following the expiration of the one (1) year period. If no position for which the educator is qualified is available at the end of the leave period, the educator shall be offered the first such available position irrespective of the one (1) year period.

3. Military leave without pay will be granted to any educator who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, the educator will be placed on a salary level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two years.

4. A leave of absence without pay of up to two (2) years may be granted to any educator who joins the Peace Corps or any Teacher's Corps, or who serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave, an educator will be considered for salary purposes as if he/she had been actively employed by the Committee during the leave.

5. Leaves of absence for professional or personal reasons may be granted to educators with professional

status. Such leaves may be granted for not more than two consecutive school years. Requests for such leaves shall be made to the Superintendent prior to January 15 of the school year preceding the first school year in which the leave is to be taken. An educator awarded this leave will, except in the event of a reduction of staff during his/her absence, be assured of a position upon his/her return. In the event of a reduction of staff, educators on such leave will be given equal consideration with educators not absent because of such leave.

6. Other leaves without pay may be granted at the sole discretion of the Committee.

Article 26 - Sabbatical Leave

A. Sabbatical Leave - Upon recommendation of the Superintendent, sabbatical leaves may be granted to a member of the teaching staff by the Committee for study or research which would increase the educator's professional ability. The granting of any sabbatical leaves is subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as the Superintendent may require no later than December 31, and action must be taken on all such requests no later than April 1 of the school year preceding the year for which the sabbatical leave is requested.

2. The educator shall have completed at least seven (7) consecutive full school years of service in the Dover, Sherborn, or Dover-Sherborn Regional School System.

3. Educators on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay, when added to any program grant or when added to any other stipend resulting from scholarly work carried on while on leave and in connection with the purpose of the leave, will not exceed the regular salary rate.

4. The term of such sabbatical leave shall not exceed one (1) year. Prior to the granting of any sabbatical leave, the educator shall enter into a written agreement with the Committee that, upon termination of such leave, he/she will return to employment in the Dover, Sherborn, or Dover-Sherborn Regional School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave. In default of completing such service, he/she will refund to the town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

5. The Association shall not be held liable in the event an educator on leave fails to render his/her required service following his/her leave.

6. Upon return from such leave, an educator for salary purposes, shall be considered as if he/she had been actively employed by the Committee during the leave.

Personnel

Article 27 – Evaluation Procedure

Every educator who is formally evaluated is ultimately provided two (2) summative ratings, one based on the educator's performance, as quantified by the evaluation rubric, and the second based on the educator's impact on student learning.

Formal evaluation will be done only by trained administrators. Students and parents may have comments on educator performance and relay them to the administrators. Administrators will make appropriate use of these comments within the guidelines of this agreement and the policies of the Dover-Sherborn Public Schools.

A. Evaluators will make periodic observations and offer written comments on a Formal Observation Feedback Form in accordance with the Professional Growth and Evaluation System. These written comments will be made in accordance with the Professional Growth and Evaluation System. Evaluators may make additional unannounced visits that are not a formal observation. The evaluator may provide written or oral comments to the educator as a follow-up to these informal visits.

1. Professional Status Educators: Fifty-one percent of all educators in every school building will be evaluated in accordance with the Professional Growth and Evaluation System beginning in September 2013 (for the 2013-14 school year). The remaining forty-nine percent of all educators in every school building will be evaluated in accordance with the Professional Growth and Evaluation System beginning in September 2014 (for the 2014-15 school year).

   Educators without Professional Status: In accordance with the Professional Growth and Evaluation System, and pursuant to M.G.L. c.71, §41, any educator in his/her first three years in the school district remains on the Developing Educator Plan as defined in the Professional Growth and Evaluation System.

2. The End of Plan Form/End of Plan Self-assessment will be reviewed with the educator at the conclusion of his/her plan cycle and placed in the educator's personnel file.

3. Should an educator feel that the evaluation is not an accurate representation, he/she may, within five (5) school days, indicate his/her objection in writing. If such objection is made, the educator's written statement is to be attached to the End of Plan Form/End of Plan Self-assessment before it becomes a part of the educator's personnel file.

4. If the educator has made written objection to the evaluation, then a conference with the Superintendent, evaluator, and educator must be held within five (5) school days following receipt of the objection or a subsequent date set for the conference. The educator may request to have a second evaluator appointed by the Superintendent observe his/her practice prior to the formulation of a recommendation by the Superintendent.

5. Each educator shall receive by October 1st the evaluation criteria that will be used by evaluators who will evaluate him/her.

6. Any written signed complaint regarding an educator made to any member of the administration will promptly be called to the attention of the educator.

B. The evaluation instrument rating system beginning during the 2013-14 academic year shall include

Unsatisfactory, Needs Improvement, Proficient, and Exemplary, a change that was approved by DSEA and School Committees.

C. All monitoring or observations of an educator's work performance will be conducted openly and with full knowledge of the educator.

1. No material derogatory to an educator's conduct, service, character, or personality will be placed in his/her personnel file unless the educator has had an opportunity to review the material. The educator will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

2. At the request of an educator, he/she shall be permitted by appointment to inspect the contents of his/her personnel file, and to make copies of such contents and records as concern his/her work or himself/herself.

3. An educator without professional status who disagrees with the Committee's decision in the matter of retention will be granted, upon request, a meeting with the Committee in Executive Session at its next regularly scheduled meeting. Educators meeting with the Committee will be entitled to counsel of their own choosing. The "ground rules" for such meetings will be established by the Committee. The Superintendent's decision in the matter of retention cannot be overruled by the Committee.

4. An educator with professional status who disagrees with the Committee's decision in the matter of a salary increase may request to meet with the Committee in Executive Session at its next regularly scheduled meeting.

5. In either case listed above, the Committee's decision will be final and not subject to the grievance procedure. It is understood that the educator will have first consulted with the principal of his/her school and, secondly, with the Superintendent.

6. No educator will be disciplined or reprimanded in writing without just cause; however, this provision does not apply to cases of termination of employment or retention of department heads, coaches, or educators holding extra-compensatory assignments. Professional evaluations prepared in accordance with this Article shall be accepted as an accurate evaluation of said educator and shall not be subject to contrary evidence except as to statements based on fact: e.g., attendance records, as opposed to questions of judgment. An educator who does not agree with an evaluation may request that it be reviewed by the Superintendent. The Superintendent's decision shall be final with the exception of statements based on fact as defined above.

Article 28 - Promotions

A. Whenever any vacancy in a promotional position occurs, it will be adequately publicized by means of a notice in the appropriate Email system for each school.

B. All educators will be given adequate opportunity to make application for such positions. When in the opinion of the Committee all other factors are substantially equal, preference will be given to educators already in the Dover/Sherborn system. Each teacher candidate will receive a written notification of the action taken by the Committee.

C. All decisions on promotions shall be final and binding and not subject to the provisions of Article 7.

Article 29 – Professional Development and Educational Improvement

A. The Professional Development Committee will oversee the establishment of a program, schedule and calendar for professional development throughout the District. Its charge will be to examine such issues as:

- Number and kind of full and half-day programs
- Voluntary summer programs
- Determination of budget requests and stipend amounts
- Recruitment of staff and outside professionals
- Definition of District Professional Development Goals

There will be a minimum of 2 educators from each building selected by the educators of said building to serve on the Professional Development Committee along with an administrator from each building selected by the Superintendent and the Assistant Superintendent. This Committee will develop the district's professional development plan as well as the building's Professional Development Plan.

B. Educators may receive financial assistance for professional improvement through advanced course work.

1. Criteria

a. Any staff member of the Dover/Sherborn School System interested in any program for professional improvement and personal development is eligible to apply for such assistance.

b. The following factors will be taken into consideration when the final decision is made:

(1) Study of modern methods and trends
(2) Grade level or subject matter reassignment
(3) Certification or Degree Program requirements
(4) Pertinence of course to applicant's assignment
(5) Alignment with District's Professional Development Goals

2. Applications

a. Applications may be secured from the Superintendent's office. Requests will be approved by the building principal/headmaster and an Association representative. In the event of a disagreement at the first level of approval, the request will be forwarded to the Association president and the Superintendent. If agreement cannot be reached, the request is denied.

3. Reimbursement

a. Each School District shall fund a sum of money for course reimbursement. The fund will equal the number of educators in the district times four hundred dollars ($400). For funding purposes the number of educators in a district will be counted on October 1 for use in the next fiscal year.

An educator who works in more than one district will be counted only once and assigned to a district for reimbursement purposes. Budgeted and unused course reimbursement funds for each school shall be calculated in the spring of each year and said funds shall be made available to the respective school's principal/headmaster to support summer per diem ($225/day) professional development requests.

b. The amount of money each recipient receives is subject to approval by the Superintendent or his/her designee and and will be paid upon submission of documentary evidence of successful completion of the course and provided the staff member is in service in the system upon reopening of school in September. For reimbursement of tuition, individuals must maintain a "B" average for an undergraduate or graduate course. The Professional Development Committee will approve payments not to exceed $400 to each teacher who has completed a course and submitted the documentary evidence. The balance of payments to teachers with claims that exceeds $400 will be made in June subject to available funds, but total reimbursement shall not exceed $1,500per educator.

c. The Professional Development committee will allow the payment for the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advanced approval of the administration.

C. Administration will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by educators who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the administration.

D. Educators who hold earned Master's degrees and who take graduate courses for which no formal graduate credit is given may have the instructor, if qualified to do so, or the institution of higher learning define how much graduate credit, if any, such course is worth. It is recognized that courses taken through in-service programs may qualify under the terms of this paragraph.

The educator may then apply administration for application of this credit to his/her record.

Post Master's courses not at a graduate level from an accredited University/College may be approved by the Superintendent of Schools for salary credit. The course must be relevant to the educator's assignment. The decision of the Superintendent is final.

Article 30 - Suspension

An educator may be suspended as provided in General Laws, Chapter 71, Section 42D.

Article 31 – Reduction in Staff

A. Inasmuch as possible, normal attrition will be used whereby educators who retire or resign will not be replaced if there are fully qualified educators available who are capable of filling the position and who would otherwise be subject to layoff. When the Committee determines that staff reductions are necessary, it shall, consistent with existing law, retain those educators whom it deems most qualified. The educator's placement on the salary schedule shall not be a consideration. "Qualified," for the purpose of this Article, shall be determined by considering the performance record of the three most recent summative evaluations of an educator. an educator. Extra compensatory jobs or positions outside the scope of the regular school

day shall not be considered for the purpose of this Article.

When the Committee determines that there is no significant difference between educators per above, seniority will govern. In case of a grievance, the comparison shall be between the affected educator and the junior educator in the discipline. Seniority will be determined by an educator's length of uninterrupted service in the Dover, Sherborn, or Dover-Sherborn Regional school districts. For the purposes of this Article, date of employment is the date on which an educator begins to serve, not the date on which an educator signs the employment contract, and length of service will be counted as years, months, and calendar days for purposes of this definition. Leaves of absence shall not be considered breaks in service, and seniority shall continue to accrue while an educator who has professional status is on leave. Continued accrual shall be limited to a one-year period. Ties in length of service shall be resolved by a lottery conducted by the president of the Association and the Superintendent or their respective designee(s). The educators are welcome to attend the lottery at a prescribed location and date/time.

Annually by November 1st. the Superintendent shall publish a seniority list by discipline in each of the three districts of all educators and will include each individual's effective date of employment, length of service, area(s) of certification assigned and certification (s) held. The list will be provided to the Association and made available to all educators. Educators will have twenty (20) school days to challenge the list. In the event that an educator works in more than one of these three school districts, the educator will accrue seniority in each district contingent upon uninterrupted service in each school district.

An educator reduced in force based upon the contractual criteria may be considered in another discipline in the district in which he/she works if the educator has taught in that discipline in a substantial capacity in the past three (3) years prior to the reduction and has used the applicable active license (issued and approved by the Department of Elementary and Secondary Education). For compelling reasons, as hereinafter defined, the Superintendent, after consultation with the Association, may determine for reduction in force an educator who is not listed as the most junior educator in a specific discipline/department. "Compelling reasons" shall be limited to: (1) avoiding the retention of an educator who is not immediately able to competently teach any of the available courses in said discipline/department; or (2) avoiding a situation in which there will be an insufficient number of educators in that department who are immediately able to teach the identified courses and/or programs. The Superintendent will document the compelling reasons in writing. In the event that the Superintendent makes such a determination, the decision shall be subject to the grievance procedure.

B. No educator with professional status shall be subject to reduction in force unless said educator has been so notified in writing no later than April 30of the school year preceding the school year in which the reduction in force shall take effect, notwithstanding MGL Ch.71 Sec.42. Notification by the Superintendent of intent to layoff shall be considered sufficient notice under this paragraph.

C. Educators with professional status who are subject to a reduction in force shall, for the two school years subsequent to the layoff notice, retain rehire rights to positions within the discipline from which they were laid off. For the purpose of this article, assuming the educator holds both health and physical education licenses, these shall be considered synonymous, and discipline shall be defined in terms of active (fully issued and approved by the Department of Elementary and Secondary Education) educator licensure as follows:

Biology	Middle School Humanities
Chemistry	Middle School Mathematics/Science
Deaf and Hard of Hearing	Moderate Disabilities
Dance	
Early Childhood: Students with and without disabilities	Music: Vocal/Instrumental/General

Earth Science
Elementary
English
English as a Second Language
Foreign Language - Chinese
Foreign Language - French
Foreign Language - Spanish
General Science
Guidance
History
Health/Family and Consumer Sciences
Industrial Technology
Instructional Technology
Latin and Classical Humanitics
Library
Mathematics
Nurse
Physical Education
Physics
Political Science/Political Philosophy
Psychologist
Reading
Severe Disabilities
Social Worker/Adjustment Counselor
Speech
Speech Language-Hearing Disorder
Technology/Engineering
Theater
Transitional Bilingual Learning
Visual Art
Visually Impaired

All disciplines apply solely to the school district within which the positions exist.

Educators who are notified of termination pursuant to this Article may, by waiving their present and future rights under Chapter 71, Section 42, be placed on a RIF leave of absence for the recall period specified in the Article. The form for such waiver will be provided by the Superintendent along with the notice of termination and must be returned to him/her within seven (7) calendar days of the termination notice.

D. Rehire notices shall be sent via certified mail and via Email to the educator's addresses of record at least 21 days in advance of the effective date of return. If an educator fails to notify the school department within seven (7) days of receipt of a rehire notice of his/her intent to accept rehire, said educator shall forfeit all rights and benefits provided for in this Article. An educator who accepts rehire and fails to return on the return date shall also forfeit all rights and benefits provided for in this Article.

E. The right of educators with professional status to a hearing upon layoff for the continuing professional status rights of an educator who is rehired after the reduction in force shall be determined in accordance with the provisions of the General Laws of Massachusetts.

F. The Association may establish a three person committee of its members appointed by the President to review "RIF" decisions. Subject to the assent of individuals involved, the committee will be given access to all relevant materials. The Superintendent, if so requested, will meet with the review committee to hear its findings and consider them. However, neither the Superintendent, the Committee nor the Association is bound by such findings.

Signatures

DOVER SCHOOL COMMITTEE

Dawn Fattore

Dawn Fattore, Chairperson

March 6, 2014

Date

SHERBORN SCHOOL COMMITTEE

Frank Hess

Frank Hess, Chairperson

March 5, 2014

Date

DOVER-SHERBORN REGIONAL SCHOOL COMMITTEE

Richard Robinson, Chairperson

4 MAR 14

Date

DOVER-SHERBORN EDUCATION ASSOCIATION

Keith Kaplan, DSEA President

MARCH 13, 2014

Date

APPENDIX A SALARY SCHEDULE

If in FY14 an educator is in the last step of any lane and there is a step move in FY15, the move will be to the last step of that lane in the FY15 matrix. Lane change requirements are detailed in the contract.

FY15 (Year 1)

-	B	B+15	M	M+15	M+30	M+45	M+60
1	46,534	47,810	49,993	51,399	52,935	54,352	55,787
2	48,535	49,839	52,495	53,908	55,356	56,812	58,266
3	50,775	52,000	55,056	56,497	57,966	59,485	60,922
4	52,935	54,214	57,717	59,151	60,617	62,047	63,440
5	55,056	56,431	60,255	61,775	63,222	64,647	66,074
6	57,257	58,688	62,665	64,405	65,960	67,416	68,864
7	59,554	61,036	65,821	67,229	68,695	70,111	71,619
8	61,937	63,476	68,554	70,040	71,486	72,934	74,482
9	66,653	68,022	71,297	72,842	74,345	75,856	77,462
10	69,318	70,741	76,870	77,906	78,559	79,211	80,560
11	*72,091*	*73,571*	79,946	81,227	82,083	82,556	83,784
12	75,196	76,739	*83,144*	84,476	85,937	86,826	87,310
13	**76,399**	**77,967**	86,726	*87,854*	*89,374*	*92,491*	*95,929*
14			**88,114**	91,638	93,224	96,475	100,061
15				**93,104**	**94,716**	**98,019**	**101,662**

New split step

FY14 Last Step

1.6% Last Step

FY16 (Year 2)

-	B	B+15	M	M+15	M+30	M+45	M+60
1	46,534	47,810	49,993	51,399	52,935	54,352	55,787
2	48,535	49,839	52,495	53,908	55,356	56,812	58,266
3	50,775	52,000	55,056	56,497	57,966	59,485	60,922
4	52,935	54,214	57,717	59,151	60,617	62,047	63,440
5	55,056	56,431	60,255	61,775	63,222	64,647	66,074
6	57,257	58,688	62,665	64,405	65,960	67,416	68,864
7	59,554	61,036	65,821	67,229	68,695	70,111	71,619
8	61,937	63,476	68,554	70,040	71,486	72,934	74,482
9	66,653	68,022	71,297	72,842	74,345	75,856	77,462
10	69,318	70,741	76,870	77,906	78,559	79,211	80,560
11	72,091	73,571	79,946	81,227	82,083	82,556	83,784
12	75,196	76,739	83,144	84,476	85,937	86,826	87,310
13	**77,622**	**79,214**	86,726	87,854	89,374	92,491	95,929
14			**89,523**	91,638	93,224	96,475	100,061
15				**94,594**	**96,231**	**99,587**	**103,289**

1.6% Last Step

FY17
(Year 3)

_	B	B+15	M	M+15	M+30	M+45	M+60
1	46,534	47,810	49,993	51,399	52,935	54,352	55,787
2	48,535	49,839	52,495	53,908	55,356	56,812	58,266
3	50,775	52,000	55,056	56,497	57,966	59,485	60,922
4	52,935	54,214	57,717	59,151	60,617	62,047	63,440
5	55,056	56,431	60,255	61,775	63,222	64,647	66,074
6	57,257	58,688	62,665	64,405	65,960	67,416	68,864
7	59,554	61,036	65,821	67,229	68,695	70,111	71,619
8	61,937	63,476	68,554	70,040	71,486	72,934	74,482
9	66,653	68,022	71,297	72,842	74,345	75,856	77,462
10	69,318	70,741	76,870	77,906	78,559	79,211	80,560
11	72,091	73,571	79,946	81,227	82,083	82,556	83,784
12	75,196	76,739	83,144	84,476	85,937	86,826	87,310
13	**78,863**	**80,482**	86,726	87,854	89,374	92,491	95,929
14			**90,956**	91,638	93,224	96,475	100,061
15				**96,107**	**97,771**	**101,180**	**104,941**

1.6% Last Step

ADDITIONAL TRAINING LEVELS

A. Training level B + 15 subject to the following conditions:

1. Only applicable in an approved program leading to a Master's Degree from an accredited college or university.

2. The maximum time that any one person can remain in this category is four (4) years. At the end of that time, he/she will either have received his/her Master's and have advanced to the Master's lane or will drop back to the Bachelor's level.

3. This level is applicable only at the beginning of the individual teacher's contract year. There will be no midyear adjustments in this scale.

4. Eligibility, bookkeeping and administration will be in the hands of the Superintendent.

B. The Masters + 15, 30, 45 and 60 training levels are subject to the following conditions:

1. The subject matter must be pertinent and approved by the Superintendent.

2. These levels are applicable only at the beginning of the individual teacher's contract year. There will be no midyear adjustments in these scales.

3. In the case of new teachers coming into the system, responsibility rests with the Superintendent to determine the relevancy of courses applicable to this category on a basis of subject matter and how long ago the course was taken. Certain courses taken many years ago will not apply.

4. Eligibility, bookkeeping, and administration will be in the hands of the Superintendent.

C. A doctorate must be earned at an accredited college or university.

APPENDIX B

School Nurses' Salaries

A licensed school nurse without a bachelor's degree will be placed in the bachelor's lane at 95% of the lane and step.

All school nurses with a bachelor's degree will be placed in the bachelor's lane.

A school nurse enrolled in a master's degree program in nursing or school nursing with 15 earned graduate credits will be placed in the bachelor's plus 15 lane. The maximum time a person can remain in this lane is four years. At the end of that time, he/she will either have received his/her master's degree and advanced to the master's lane or will drop back to the bachelor's lane.

The superintendent of schools has discretion to approve a master's degree that is not in nursing or school nursing at his/her discretion.

All school nurses salaries are limited to the bachelor's, bachelor's plus 15 and master's lanes and will progress on the steps specified in the contract. A school nurse cannot be placed on a salary lane beyond a master's degree.

APPENDIX C - REMUNERATION FOR EXTRA-COMPENSATORY DUTIES

ACTIVITIES

POSITION - High School		Multiplier
Department Head		5.50
Student Information Manager	(06-07)	6.00
Director of Musical	**voted 3-5-09** (09-10)	4.50
Student Activity Program		4.00
Yearbook Advisor		3.75
Director of Drama		3.50
Student Council		3.00
Student Activity Fund Treasurer	(04-05)	2.75
Senior Project Advisor		2.50
Production Assistant	**voted 3-5-**09 (09-10)	3.00
Musical - Choral	**voted 3-5-09** (09-10)	2.00
Musical – Orchestra	**voted 3-5-09** (09-10)	2.00
Newspaper Advisor		2.00
Math.Team Advisor		2.00
SCAT Advisor **Not Funded for FY '08**		2.00
Mock Trial Advisor		2.00
National Honor Society Advisor	(03-04)	2.00
Band Director	(03-04)	1.50
Problem Solving Advisor **Not Funded for FY '08**		1.50
Chess Advisor		1.50
Runes Advisor		1.50
SADD Advisor		1.50
Class Advisors		
Senior		2.50
Junior		2.25
Sophomore		2.00
Freshman		2.00
CAPAY/AAU (Alliance for Acceptance & Understanding) Advisor		1.50
GSA (Gay Straight Alliance)		1.50
N-er-G Advisor	**voted 4-1-08** (08-09)	1.50
Teacher Mentor Leader		1.00
Music Club Advisor		1.00
A Cappella Advisor	(04-05)	1.00
Digital Recording Studio Advisor	**voted 3/5/09** (09-10)	1.50
Personal/Social Issues Advisor	**voted 4-1-08** (08-09)	1.00
Teacher Mentor		0.75
Scenic Designer	**voted 3-5-09** (2009-10)	0.75

REGIONAL COORDINATOR (6-12) of PE AND HEALTH.....(07-08) 5.50

POSITION – Middle School

Team Leader	**voted 4-1-08** (FY '09)	4.00
Curriculum Leader	(FY '07)	4.25
Musical		3.50
Drama		3.50
Sharp 9 Big Band	(03-04)	1.50
Sharp 9 Big Band	(04-05)	3.50
Computer Coordinator **Not Funded for FY '08**		3.00
Student Council		3.00
After School Advisor		2.50
Math.Advisor (2)		2.00
Student Information Assistant	(05-06)	2.00
Yearbook Advisor		2.00
42nd Singers	(03-04)	1.00
42nd Singers **Not Funded for FY '08**	(04-05)	1.50
Literary Magazine Advisor **Not Funded for FY '08**		1.00
Newspaper Advisor **Not Funded for FY '08**		1.00
Mock Trial Advisor		1.00
Science Olympiad Advisor		1.00
HELP-ELNA	(03-04)	1.00
Teacher Mentor Leader		1.00
Teacher Mentor		0.75

Pine Hill

School Curriculum Leaders		2.50

Chickering

School Curriculum Leaders (4)	**voted 2-15-2011**	2.50
Chorus Before School	**voted 2-15-2011**	1.50
Jazz Band Director	**voted 2-15-2011**	1.00

ATHLETICS

POSITION	**Multiplier**
Football (Head Coach)	6.00
Basketball Head Coaches (Boys and Girls)	6.00
Hockey Head Coach (Boys and Girls)	6.00
Softball (Head Coach	4.75
Baseball (Head Coach)	4.75
Track, Head Coaches (Boys and Girls)	4.75
Soccer, Head Coaches (Boys and Girls)	4.75
Field Hockey (Head Coach)	4.75
Lacrosse Head Coaches (Boys and Girls)	4.75
Skiing, Alpine (Head Coach)	4.75
Skiing, Nordic (Head Coach	4.75
Golf	4.00

Tennis (Boys and Girls)		4.00
Swimming Head Coach, Girls		4.00
Cross Country (Boys and Girls Head Coach)	**voted 12/7/04** – as of 05-06	4.00
Sailing Team Coach	**voted 4/1/08** - as of 08-09	4.00
Football, First Assistant		3.75
Basketball, JV (Boys and Girls)		3.50
Football, Second Assistant (2)		2.75
Field Hockey, JV		2.75
Baseball, JV		2.75
Soccer, JV (Boys and Girls)		2.75
Softball, JV		2.75
Girls and Boys Lacrosse, JV		2.75
Frosh Boys' Basketball	(03-04)	2.75
Frosh Girls' Basketball	(03-04)	2.75
Cheerleader, Winter		2.50
Cheerleader, Fall		2.25
Girls' Swimming Assistant		2.00
Hockey, Assistant (Boys and Girls)		2.00
Track, Assistant **(3 if necessary - voted 2/6/07)**		2.00
Skiing Assistant (2)		2.00
Intramurals, Middle School (9)		1.00

1. The base, or 1.0 multiplier, is based upon FY14 ($1396.02) with a 1.6% increase each year of the contract:

   FY2015 $1418.35
   FY2016 $1441.04
   FY2017 $1464.10

2. These procedures will be followed annually to allow for additions, deletions, and multiplier/salary changes to Appendix C as recommended by the Superintendent to the district school committee(s). These changes are made to align the Extra Compensatory process with the fiscal budget planning process.

   a. In May of each year, the headmasters, principals or Superintendent as assigned will post Appendix C positions to be filled for the upcoming school year and assign roles by the end of the school year in June.

   b. Athletic positions to be added or deleted will first be reviewed and approved by the Athletic Advisory Committee and their findings shall be made as a recommendation to the Advisory Committee on Extra Duties (ACED).

   c. By September 30th, Administration will prepare and present an athletic enrollment report to each school committee.

   d. Requests for changes (additions, deletions, multipliers, and other salary arrangements) must be made by staff and administrators to the ACED by October 1. This committee will consider such requests and make recommendations to the Superintendent who will bring these recommendations to the appropriate school committee at their November meeting. The school committees will consider changes to the current year's assignments if funds are available, changes which may be included in the following year's budget and grant final approval as needed.

   e. The ACED may meet during the academic year, as necessary.

3. The Advisory Council on Extra Duties concept is a regular part of our administrative design to allow for

possible review of the existing positions and the analysis of new positions as indicated in #2 above. The membership of this Advisory Council consists of three (3administrators, three (3) teachers representing various grade levels, and the Superintendent, or his/her delegated representative, serving as chairman ex-officio. An administrator and other athletic person (administrator, coach or player) will be a member of the ACED when considering Athletic roles. Elementary (Dover or Sherborn) representation will be required when addressing issues affecting either or both districts.