

AGREEMENT  
BETWEEN  
DOUGLAS SCHOOL COMMITTEE  
And  
DOUGLAS TEACHERS ASSOCIATION

**September 1, 2022 – August 31, 2025**

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## **PREAMBLE**

The Douglas School Committee and the Douglas Teachers Associations have entered into the following Agreement, sometimes hereinafter referred to as the Contract, for the express purpose of fixing, for its effective term, the salaries, hours and conditions of employment of the recognized professional personnel.

## **ARTICLE I** **RECOGNITION**

The Douglas School Committee recognizes the Douglas Teachers Association and its affiliates, the Massachusetts Teachers Association and the National Education Association, as the agencies through which the teachers of the Douglas school system develop and represent their considered opinion on matters of concern to them. The School Committee agrees to give due consideration to proposals and representation made on behalf of the Douglas Teachers Association.

The Douglas School Committee, sometimes hereinafter referred to as the Committee, hereby also recognizes the Douglas Teachers Association, as the exclusive representative and bargaining agents of all certified professional employees below the rank of Assistant Principal or any administrator not teaching 50 percent or more of the school days, including the School Nurse, but excluding temporary per diem substitutes in teaching and related activities in the Douglas School System. Assistant principals are not recognized as part of this unit.

The Committee shall not discriminate in any way against a teacher for reason of his/her membership in the Association or participation in its lawful activities, nor for religious and political beliefs, providing that these are not exercised on the school premises during school hours and do not interfere with the regular performance of duties.

## **ARTICLE IA** **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Unless specifically abridged by a provision of this Agreement, the Douglas School District (the "District") shall have all the powers, authority and prerogatives necessary or impliedly granted to it under the statutes, laws, and regulations of the Commonwealth. The District recognizes that with its authority comes the responsibility to protect the rights of employees to be free from unlawful discrimination based upon race, sex, religion, national origin, and age, as defined by federal and state anti-discrimination laws, to provide a safe working environment, and to insure that employees' rights to due process are not abridged. To that end, notwithstanding any provision of this Agreement to the contrary, the District shall take action to redress unlawful discrimination, lack of due process, and unsafe conditions. The rights of the District shall include:

1. To direct the educational affairs, operations and services of the District and its schools;
2. To direct, supervise and evaluate employees;

3. To conduct professional improvement programs;
4. To evaluate and determine the educational curriculum;
5. To set and modify the daily and yearly school and class schedule, subject to the limitations contained in Article V (Work Day) of this Agreement;
6. To determine the organization and number of personnel in the District and its schools;
7. To assign and transfer employees;
8. To determine whether goods or services should be made, purchased or leased;
9. To hire, appoint and promote;
10. To demote, suspend, discipline or discharge teachers and employees; teachers with professional status and permanent employees may only be demoted, suspended, disciplined or discharged for just cause;
11. To determine class size;
- 11a. To institute technological change from time to time; provided, however, if there is a technological change affecting a teacher, the Principal shall consult with such teacher prior to the implementation of the change. If the teacher is not compatible with the change, the Principal will provide relevant training before implementing the change as to that teacher.
12. To make and enforce rules and regulations, consistent with the other terms of this Agreement;

This Article shall not be the basis of a grievance or arbitration proceeding pursuant to Article XII, provided, however, that rights expressly granted to the Association by other specific provisions of this Agreement shall supercede this Article and shall be subject to the grievance procedure unless otherwise indicated.

## ARTICLE II NO STRIKE PROVISION

The Douglas Teachers Association agrees that, under no circumstances will it authorize, sanction, condone, acquiesce in, or take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow downs, sit-ins, concerted mass sickness or any curtailment of work or interference with the operation of the Douglas School System, including picketing or demonstrating of any kind during school hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts.

In the event of any action by the Association, or by any of its members, in violation of this provision, the Association will post notices immediately at all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Teachers

Association. The Teachers Association shall further advise any and all teachers involved, including notification to the news media if requested by the School Committee, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties. The Teachers Association shall further be expected to take any and all other actions reasonably within its power to stop the activity. If the Teachers Association takes the foregoing steps and has not acted in violation of its obligations under this Agreement, it shall not be liable in any way for such activities.

In the event the Teachers Association does not adhere to, or abide by this provision, it shall be held liable for any and all damages, injuries and costs incurred by the School Committee.

### ARTICLE III VACANCIES AND PROMOTIONS

A. Procedure. Vacancies in professional positions excepting that of Superintendent, shall be filled in accordance with the following procedures:

1. Notification of Vacancy: Vacancies shall be publicized by the Superintendent who, during the school year (September-June), shall cause a notice to be placed on the Association bulletin boards in every school facility as far in advance of the appointment deadline as possible. During July and August, written notice of any vacancies shall be given to the Association president and the Association building representatives and secretary.
2. Qualifications: Qualifications for the positions, including the duties and rate of compensation, shall be stated in the notice of vacancy.
3. Time Limitations: The deadline for submission of applications will be clearly stated in the notice of vacancy. Every effort will be made to provide adequate time and opportunity for qualified teachers, within the Douglas School system, to make applications. Vacancies will be filled within sixty (60) days from either the date the vacancy notice is posted on the Association bulletin boards, or the date notification is mailed to the Association president and Association building representatives, provided that a qualified candidate acceptable to the Committee has made an application. No vacancy will be filled, except on a temporary basis, prior to seven (7) days from the date said notice is posted or mailed. Teachers who desire to apply for vacant positions shall submit their applications in writing to the Superintendent or his/her authorized agent within the time limit specified in the notice of vacancy.
4. Appointments: Vacant positions shall be filled on the basis of professional qualifications, seniority in the Douglas school system, and other relevant factors. Preference will be given to qualified teachers already employed by the School Committee. Each applicant employed under this contract not selected will be notified, in writing, as to the outcome of his/her application by the Superintendent or his/her authorized agent. Any unsuccessful applicant, who comes under this contract, may request a private meeting with the Superintendent to discuss his/her application. This request must be made within ten (10) days of when the appointment is made.

Appointments will be made without regard to race, creed, color, religion, nationality, sex or marital status.

## ARTICLE IV ASSIGNMENTS AND TRANSFERS

A. General

The School District and the Association recognize that changes in assignments and/or transfers are sometimes required in the best interest of the school system.

B. Definitions

1. ASSIGNMENT – Assignment is defined as a specific grade level or levels or a specific subject or group of subjects to be taught by a teacher in a particular school year. A teacher will normally be notified of his/her assignment for the next school year, or any expected change therein, on or about June 1 of the present school year.
2. TRANSFER – A transfer is defined as a change in assignment which occurs during a particular school year. It may or may not involve physical relocation from one building to another.

C. Transfers and Changes in Assignments

1. A transfer or change in assignment shall be made on the basis of (1) the needs of the school system, (2) the expressed desire of the teacher concerned, and (3) individual teacher qualifications. When it is not possible to satisfy all three conditions, the decision will be made first, according to the needs of the School System; second, in accordance with the expressed desire of the teacher concerned; third, where the Administration believes the teacher is best qualified to serve based on the individual teacher qualifications; and fourth, all things being equal, seniority. Whenever these conditions are equally met, volunteers shall be transferred or reassigned first.
2. An involuntary transfer or change in assignment will be made only after a meeting between the teacher concerned, the appropriate Principal and the Superintendent, at which time every effort will be made to resolve the matter to the satisfaction of all concerned. If the teacher concerned so desires, a representative designated by the Association may be present at this meeting.
3. Teachers who desire a transfer or change in assignment shall file a written request with the Superintendent via the appropriate Principal. Such request will state the new assignment desired. When two or more teachers request the same assignment, the judgment of the administration shall determine the selection of the person for the assignment. Such judgment shall give due consideration to professional qualifications, seniority in the Douglas School System, and other relevant factors.

## ARTICLE V WORK DAY

### A. Definitions

1. Work Day – The teachers' work day will not exceed a maximum of seven continuous hours. The work day for teachers will commence, and teachers must be at school, fifteen (15) minutes prior to the time when students are to report to homeroom. Teachers may leave fifteen (15) minutes after the student day ends. Except in emergency situations, it is understood by the parties that it is not the responsibility of the teachers to supervise students who arrive before or depart after the teacher work day ends. Where students are dismissed early, or are not required to attend school due to teacher in-service, or where time has otherwise been set aside for teacher meetings, teachers' working hours will be set by the District subject to the seven hour maximum. School hours pertaining to students will normally be set, for a given school year, on or before May 1 preceding the start of that school year. The superintendent will be responsible for setting school hours but will receive and consider any input the Douglas Teachers' Association desires to provide through its Executive Committee.
2. High School Job Description – Teachers in the High School will teach in areas of certification/licensure and/or according to State Law. Teaching assignments will normally consist of five (5) teaching periods, one (1) administrative period, and one (1) preparation period. Duties of the administrative period and other duties, when not a study hall, shall be handled in an equitable manner. A teacher with professional teacher status may request an extra teaching period and mutually agree with the administration to teach a sixth period in lieu of an administration period. The teacher will be compensated an additional \$6000 for teaching the sixth class. Every effort will be made to maintain a normal rotation of other duty assignments. All High School teachers will be guaranteed a daily duty-free lunch period. No high school academic teacher will be assigned courses requiring more than four (4) preparations. A high school teacher who has been assigned courses requiring four (4) preps or other extenuating circumstances, such as advanced placement courses or honors courses, may meet with the Principal to request relief. When possible, accommodations will be made.
3. Middle School Job Description - Teachers in the Middle School, including specialists and special education teachers, will be guaranteed one preparation and one common planning period daily. All Middle School teachers will be guaranteed a thirty (30) minute duty free lunch period. Every effort will be made to maintain a normal rotation of duties. On an annual basis prior to the beginning of the upcoming school year, the principal will meet with a building representative appointed by the DTA in order to review by mutual process the assignment and rotation of duties.
4. Primary School and Elementary School Job Description – Teachers in the Primary School and Elementary School, including specialists and special education teachers, will be guaranteed a daily preparation period of fifty (50) consecutive minutes. All Primary School and Elementary School teachers will be guaranteed a thirty (30) minute duty free lunch period. Every effort will be made to maintain a normal rotation of other duty assignments. On an annual basis prior to the beginning of the upcoming school year, the

principal will meet with a building representative appointed by the DTA in order to review by mutual process the assignment and rotation of duties.

5. Faculty Meetings – Faculty Meetings will generally be the first Monday of each month and usually not to exceed one hour in length.

6. School Year – The school year will consist of 184 days (180 teaching days plus two (2) professional development days preceding the first student day and two (2) professional development days after the first student day). The first student day will be scheduled for the Wednesday of the week prior to Labor Day; the first teacher days will be scheduled for the Monday and Tuesday (each to be a professional development day) of the same week. No teacher or student day will take place on the Friday prior to the Labor Day holiday. The school year will not extend beyond June 30. All teachers will report to work two (2) days before students return to school at the start of the school year.

7. Class Size – The Superintendent recognizes that class size is an important factor in good education, and will, to the extent possible, within the financial ability of the District to do so, maintain class sizes that are appropriate to the educational needs of the students.

8. Evening Meetings – Teachers will be required to attend two (2) evening meetings per school year. These meetings will not exceed three (3) hours, and teachers will be released fifteen minutes after the student day ends on the days such meetings are held.

## ARTICLE VI REDUCTION IN FORCE

### A. General

It is the School District's responsibility and policy to maintain good public schools and to obtain the most qualified applicants from all available sources. However, if it becomes necessary to eliminate certified staff positions, a fair and orderly process will be followed.

1. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Superintendent will take into consideration the length of service in the Douglas School System and the teacher's area of certification. If the above two are equal, the next area will be teacher evaluations based on annual evaluations.

2. An employee whose position is eliminated shall:

- a. Be transferred to an open position for which the employee is certified.
- b. Replace an employee with the lower seniority within the Douglas School System whose position the senior employee is certified and qualified to fill.

### B. Definitions

1. "Qualified" means that the teacher has on file with the office of the Superintendent evidence that he/she possesses the necessary qualifications as outlined in

the School District job description, by the effective date of the layoffs which is the beginning of the school year.

2. "Certified" means that the teacher has on file with the office of the Superintendent evidence that he/she possesses the necessary certification by the effective date of the layoff.

3. "Seniority" means a teacher's length of service in year, months and days of current employment in the Douglas School System. In cases involving teachers who have identical seniority, preference for retention shall be given to the teacher who has achieved the highest level of any degrees as of September 1 in each school year as described in the compensation schedule.

C. Procedure

1. The Douglas Teachers Association will be notified, in writing, on or before June 1 if a reduction-in-force is necessary.

2. Teachers who are to be affected by a reduction-in-force must be notified, in writing, no later than June 1 of the school year preceding the year in which the reduction will take effect.

3. While members of the bargaining unit continue on layoff, the School District agrees not to hire any new teachers unless:

- a. No teacher on layoff is qualified to fill a position, nor could be qualified with retraining; and
- b. All qualified teachers on layoff declined to fill the vacancy.

D. Recall

1. Teachers who have been laid off shall be entitled to recall rights for a period of two years. During the recall period, teachers shall be notified, by certified mail to their last address of record, at least ten (10) school days prior to the anticipated date of re-employment, and given preference for positions as they develop in the inverse order of their respective layoff. The laid off employee shall, within five (5) school days after mailing of notice of recall by certified mail and return receipt requested, file acceptance of their intention to return or not return. If such acceptance is not received by the Superintendent's office at the end of five (5) school days, it shall be considered a declination and a resignation from the school system by the teacher, unless there are extenuating circumstances approved by the Superintendent. A maternity or illness situation shall constitute extenuating circumstances so that an employee will maintain his/her position in the recall pool.

2. All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment.

3. During the recall period, teachers who have been laid off shall be given preference on the substitute and aide lists if they so desire.
4. If a laid-off employee is not rehired at the end of the two-year period, and is otherwise eligible for retirement and has applied for retirement with the Massachusetts Retirement Board, then those employees will be entitled to payment for an accumulated sick leave or retirement in accordance with whatever provisions are contained in the Collective Bargaining Agreement with respect to the subject.

E. Seniority List

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the School District on or before October 1 annually thereafter.

F. Disputes

Any allegation that there has been violation of this section will not be subject to or processed through the grievance and arbitration procedure provided by this Agreement, but will instead be discussed between the teacher and his/her Principal, then between the teacher and the Superintendent. Should resolution of the problem not be effected, the allegation will be submitted for deliberation and advice directly to an Ad Hoc Committee which will be composed of three persons, one person to be selected by the Superintendent, one person to be selected by the Association and two (2) selectees shall choose the third person. Upon completion of its deliberations, the Ad Hoc Committee will report its findings and recommendation to the Superintendent. The recommendation must state which teachers should be retained. The Superintendent shall take prompt and final action in accordance with the findings and recommendations of the Ad Hoc Committee. It is the intention of the parties that, whenever they deem it to be appropriate, a reasonable effort will be made to select, as their respective members of the Ad Hoc Committee, persons who are or have been members of the educational profession. Any expenses incurred by either party in preparation for or in making presentations to the Ad Hoc Committee will be borne by the party incurring such expenses.

ARTICLE VII  
POSITIONS IN SUMMER SCHOOL,  
EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

A. All openings for academic summer school and evening school instructor positions and for positions under federal programs will be publicized by the Superintendent or Principal in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening openings will be publicized not later than the preceding March 1 and June 1, respectively, and teachers will be notified of the action taken not later than May 1 and September 1 respectively.

B. Positions in the Douglas summer school and evening school and positions under state and federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Douglas School System.

C. In filling such positions, consideration will be fairly given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Douglas School System, and in regard to summer or evening school positions, previous Douglas summer school or evening school teaching experience.

## ARTICLE VIII SICK, BEREAVEMENT AND PERSONAL LEAVE

### A. Sick Leave

It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and should therefore be held to an absolute minimum.

1. Per Month – 1 1/2 Days: Teachers will earn sick leave at a rate of one and one half (1 1/2) days for each month for a maximum of fifteen sick leave days a year to be accrued on the first of each month.
2. Cumulative Sick Leave – 150 Days: The fifteen (15) working days per school year for sick leave shall be cumulative to a maximum of one hundred fifty (150) days with full pay.
3. Unusual Circumstances: Under unusual circumstances of hardship, the Superintendent or the Principal with the approval of the Superintendent may grant additional sick leave days with compensation.
4. Examination by Physician: The Superintendent or Principal may require a teacher to present a certificate from a physician for absence exceeding five (5) consecutive days. The Principal and Superintendent shall have the right to require an examination of a teacher in cases of prolonged or chronic absence. The examining doctor will be chosen by the teacher from a list of doctors supplied by the School District, such list to contain the names of more than one (1) doctor. This examination will be paid for by the School District.
5. Sick Leave Bank (SLB): The School District agrees to the establishment of Sick Leave Bank (SLB) for the purpose of aiding seriously ill teachers who have exhausted their accumulated sick leave allowance. The SLB will be established in compliance with the following provisions:
  - a. The SLB will be organized and administered by the Douglas Teachers Association.
  - b. Participation in the SLB will be voluntary.
  - c. Donations to the SLB will be limited to one sick leave day per teacher per school year.
  - d. Notification of teachers donating to the SLB must be made, in writing, on or before November 1 each year to the secretary of the Superintendent. This notification must contain the signature of each teacher donating to the SLB plus

that of the President of the Teachers Association or his/her designated representative. Teachers, except new teachers entering the system during the school year, whose names do not appear on the November 1 notification, shall not be allowed to join the SLB until the following school year.

e. A teacher who donates a sick leave day to the SLB will have such day irrevocably deducted from his personal accumulated sick leave, and may make no further use of this day, for any purpose, except as authorized under the provisions of the SLB.

f. Use of sick leave days from the SLB will be accounted for by the Administration in the same manner as is use of individual sick leave, except that a withdrawal of sick leave days from the SLB will be made only when authorized in writing by the President of the Douglas Teachers Association or his/her designated representative. Such authorization for withdrawal must state the number of days and the name of the teacher to whom the days are to be credited.

g. Donations to the SLB can only be made on November 1 each year. The SLB cannot exceed 360 days at any time. No teacher can draw more than 185 days for any one illness.

(1) The total accumulated sick leave in the bank shall not exceed 360 days at any one time. In the event that an annual contribution would cause the number of days to exceed 360, then no such contribution will be made, except that teachers new to the District or previously unenrolled will be allowed to contribute and join.

(2) In the event that the number of days in the bank should fall below 50, then an additional contribution will be made by Sick Leave Bank members.

h. The Association shall require medical documentation in accordance with paragraph f. from each teacher seeking to use SLB time. The Superintendent or Principal may verify and inspect the medical documentation.

i. The SLB Committee may require a second opinion from an Independent Medical Examiner. The cost of the independent medical examination will be borne by the employer.

j. The decision of the SLB Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration by the Board itself.

#### B. Sick Leave – Other Uses

In addition to absence for personal illness or injury, sick leave may be used for personal illness, an emergency, illness or injury in the immediate family (defined as father, mother, brother, sister, son, daughter, husband, wife, or other person residing in

the same household as the teacher) or to make arrangements for necessary medical and/or nursing care for the immediate family.

A teacher may be granted a maximum of ten (10) days absence per school year with full pay, each day to be deducted from the teacher's accrued sick leave. A teacher may be entitled to additional leave without pay to care for a family member with a serious health condition. Such leave must be requested in accordance with the District's Family and Medical Leave Policy, and is subject to the medical certification and other requirements of the Family and Medical Leave Act of 1993. The Superintendent or Principal may verify a sick leave absence.

Other Reasons: Sick leave may be used for other reasons with the approval of the Superintendent. A teacher may be entitled to additional leave without pay to care for a family member with a serious health condition. Such leave must be requested in accordance with the District's Family and Medical Leave Policy, and is subject to the medical certification and other requirements of the Family Medical Leave Act of 1993.

C. Bereavement and Personal Leave

In addition to sick leave, a teacher is entitled to the following leaves:

1. Bereavement Leave

a. In the event of a death of a teacher's spouse or child, a teacher shall be allowed a maximum of five (5) days with full pay, if these five days would normally have been teaching days, and if they immediately follow the death of the spouse or child concerned.

b. In the event of a death of a teacher's mother, father, brother, sister, mother-in-law, father-in-law, or other person residing in the same household as the teacher, a teacher shall be allowed a maximum of five (5) consecutive calendar days with full pay, if these five days immediately follow the death of the person concerned. Additional bereavement days may be granted at the discretion of the Superintendent.

c. For other relatives (defined as grandparents, uncles, aunts, first cousins, nieces, nephews, grand-children, sister-in-law, and brother-in-law), the teacher shall be allowed a maximum of three (3) consecutive calendar days with full pay, if these three days immediately follow the death of the person concerned. Additional bereavement days may be granted at the discretion of the Superintendent.

2. Personal Leave – 4 Days:

a. Teachers will be allowed a maximum of four (4) personal days per school year with full pay, provided approval has been granted in advance by the Principal concerned. Personal Days shall be taken in full day increments. Requests for personal days should be made at least five (5) school days prior to the specific date(s) being requested, unless an emergency arises that makes such notice

impossible. Personal leave is non-cumulative except as specified in Section 3 below. Not more than one (1) Personal Day may be used after June 1 of each school year and no personal days may be taken for the purpose of extending a vacation period unless it is approved in advance by the Superintendent.

3. Accruable Personal Days: For each consecutive two (2) year period that no personal days are used by an employee, said employee shall be entitled to one (1) "permanent" personal day which will be accruable up to a total of seven (7) personal days.

## ARTICLE IX EXTENDED LEAVES OF ABSENCE

### A. General

The Superintendent may grant extended leaves of absence for, but is not limited to, the purposes hereinafter stated. Requests for extended leaves of absences, except for maternity and military purposes, should be made to the Superintendent of Schools prior to April 1 for consideration. All requests will be made in writing and shall include, as a minimum, the purpose of the leave and the expected commencement and completion dates.

As a general rule, not more than two (2) teachers in the school system, nor more than one (1) teacher in the subject discipline or grade levels will be granted concurrent leaves of absence, excluding military leaves.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, seniority and tenure, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position or if not in that position, a substantially equivalent position.

#### 1. For Participation in Professional Educational Organizations

The Superintendent may in accordance with the provisions of Chapter 71, Section 41A of the General Laws, upon written request, grant a leave of absence for not more than one (1) year to a teacher with professional teacher status for service to a professional educational organization of which said teacher is a member and has been elected to hold the office of president therein. Full or partial pay and continuation of benefits may be authorized for such leave of absence provided that said professional educational organization shall contract in writing to reimburse the Douglas School Committee for the total cost of all salary and benefits paid to said teacher during the leave of absence for said teacher to increase his/her teaching experience and/or value to the Douglas School System.

#### 2. For Participation in Teacher Exchange Programs, Peace Corps or Similar Organizations

The Superintendent may, upon written request from a teacher, grant a leave of absence for not more than two (2) school years, without pay, for full-time participation in teacher exchange programs, the Peace Corps or similar organizations. Teachers without

professional teacher status will not be considered for such leaves of absence. Upon return from such leave, the teacher will be placed on the salary schedule at the level he would have achieved had he not been absent.

3. For Military Service

The Superintendent shall grant military leave of absence, without pay, to any teacher entering the Armed Services of the United States to complete a service obligation. Upon return from such leave of absence, providing that the teacher has received an Honorable Discharge, he/she will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent. A teacher may use and be paid for any available personal days during his/her military leave of absence.

4. For Maternity

A. A teacher who has been employed for not less than three consecutive months as a full time employee by the District shall, upon request be granted eight (8) continuous calendar weeks of leave in order to recover from childbirth. (Parental leave under other circumstances must be taken pursuant to the Family and Medical Leave Policy described in paragraph 8 below). The following conditions shall apply to leave taken under this paragraph:

1. Leave must be taken starting on the earlier of the date of the birth of the child, or the date the teacher ceases work prior to childbirth on the advice of her physician.

2. A teacher taking leave under this provision will be paid only to the extent she would be paid if she were not on leave. For example, a teacher whose period of leave, as described in subparagraph 1, falls entirely during the summer break would be entitled to no additional pay for that eight week period, and could not use the eight weeks at the start of the next school year. Similarly, a teacher who gives birth four weeks before the start of school would be entitled to just four weeks off with pay at the start of the school year

3. A teacher taking maternity leave under this provision may extend her leave to a maximum of twelve continuous calendar weeks under the provisions of the District's Family and Medical Leave Policy, by following the procedures there under. Continuation leave will be unpaid unless the teacher has sufficient accrued sick days to cover the balance of the twelve week period. All leave taken under this provision will be counted as Family and Medical leave for the purposes of the twelve week maximum, except to the extent that it falls during summer break.

4. The paid portion of the eight week leave under this provision will not be subtracted from the teacher's accumulated sick days.

5. Employees employed on/or after September 1, 2007 will be permitted to use accumulated sick leave for maternity purposes to the

extent of actual disability. The pay portion will be deducted from sick leave.

B. An application for leave must be made at least two (2) weeks prior to her anticipated date of departure and must include a statement of her intention to return and the approximate date on which she expects to return. A teacher cannot request retroactive sick leave and maternity benefits after June 30<sup>th</sup>.

C. A female teacher granted maternity leave of absence under this policy shall, upon returning to service after said leave, be restored to her previous, or similar, position with the same status, pay, length of service credit and seniority, as she had on the date of commencement of her leave of absence. If other employees of equal length of service and status, service the same or similar positions, have been terminated from service because of changes in the operation of the school system affecting employment of teachers of the same types during the period of such maternity leave, the teacher granted a maternity leave of absence shall not be entitled to be restored to her teaching position.

D. Any maternity leave granted under this Section shall not affect the teacher's right to receive prorated sick leave, personal days, advancement, seniority, length of service credit, employee benefits, plans or programs, or other rights of her employment for which she was eligible on the date of commencement of maternity leave.

E. A female teacher during maternity leave may, for the period covered by sick leave, at her own expense, maintain her status in the Hospitalization and Insurance Benefit Program, by making payments of the usual and customary premiums, subject to the Family and Medical Leave Act and Massachusetts General Laws, Chapter 32B.

#### 5. For Family Care

The Superintendent may, upon written request from a teacher, grant a leave of absence without pay or increment for not more than one (1) year to allow a teacher to care for a member of his/her immediate family (defined as father, mother, brother, sister, son, daughter, husband, wife, or other relative residing in the same household as the teacher) requiring such care.

#### 6. For Personal Health

The Superintendent may, upon written request from a teacher, grant a leave of absence without pay or increment not more than one (1) year for reasons of personal health. The Superintendent may require submission of appropriate medical evidence prior to consideration of request for such leave.

All insurance benefits may be kept in force during such leave of absence provided the teacher continues to pay his/her share of the cost of the insurance programs.

#### 7. Sabbatical Leave

The Superintendent may, upon written request from the teacher prior to January 1, grant a sabbatical leave. Requests for such leave shall be evaluated and decided on a case by case basis. Prior to approval of a request for such leave, stipulations and conditions relative to the leave shall be mutually agreed upon by the teacher and the Superintendent, and reduced to writing in contract form.

8. Family and Medical Leave

Notwithstanding anything in this Agreement to the contrary, any teacher may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993. In order to exercise those rights the teacher must apply for leave in accordance with the procedures set forth in the District's Family and Medical Leave Policy. In the event that a teacher qualifies for Family and Medical Leave, the District has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Policy.

**ARTICLE X**  
**PROFESSIONAL IMPROVEMENT**

A. Courses

1. Reimbursement: Upon presentation of evidence of satisfactory completion, B or better, the School Committee will reimburse a teacher for courses, provided that such courses:

- a. Are in the teacher's major or teaching field, or are part of a graduate studies program leading to a higher degree which has been verified and approved by the Superintendent.
- b. Are taken at an accredited college, university or otherwise pre-approved institution.
- c. Are approved in advance by the Superintendent.

Effective September 1, 2021, reimbursement for courses and fees shall not exceed the sum of \$1,000 (one thousand dollars) per year for the term of the contract.

2. Individual Courses. A teacher not seeking reimbursement for an individual course does not need prior approval from the Superintendent to take such individual course.

3. Effective September 1, 2015, a member who is required to obtain a Sheltered Immersion Teacher Endorsement, will be granted three credits on the salary scale for an accredited college course or a one time payment of \$600 not on the base for a non college non accredited program.

B. Conferences, Workshops and Seminars

1. Requests: The Superintendent may grant a teacher, upon the recommendation of his/her Principal, a limited number of leave days with full pay to attend educational conferences, workshops, seminars or other professional improvement activities that would benefit both the teacher and the school.
2. Reimbursement: Upon presentation of expense vouchers, the School District will reimburse teachers for the total cost of the enrollment fees, and transportation at the IRS rate currently prevailing incurred by attendance at professional improvement activities approved in advance by the Superintendent.
3. Report: A brief written report of the conference or professional improvement activity shall be prepared and submitted to the Superintendent upon his/her request.

C. School Visitations

The Committee proposes the following: each teacher should spend an entire day visiting another school district or approved educational equivalent at least once every year, subject to the administration's approval. A written report of such visits must be turned in to the Superintendent with a copy to the building Principal, noting the experience learned as to result of the visit. This report must be turned in no later than five (5) days after the visitation.

ARTICLE XI  
TEACHER EVALUATION

A. Purpose

The most important element in a sound educational program is the excellence of its teaching staff. Evaluation of teachers shall be used to insure this excellence in the Douglas School System. Teacher evaluations will serve two basic purposes: (1) to raise the quality of instruction and educational service to the children of Douglas, and (2) to provide guidance to a teacher needing improvement.

B. Procedure

Teacher evaluation is a continuous process and is not confined or limited solely to periods of formal observation.

1. All formal monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio system and similar surveillance devices shall be prohibited. A teacher shall be given, upon request, a copy of any evaluation report prepared by his/her superiors and shall have the right to discuss such report with his/her superiors.
2. Upon written request to the Administration, a teacher shall be permitted, by appointment, to inspect the contents of his/her personal folder, files, cards and records,

and to make copies of such contents and records as concern his/her work and himself/herself.

3. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Any serious complaints regarding a teacher made to the Administration by anyone shall be promptly made known to the teacher.

C. No teacher with professional teacher status shall be reprimanded, reduced in rank, or reduced in pay by any member of the Administration or School Committee without cause and in accordance with the provisions of the general laws.

D. Any complaints regarding a teacher made to any member of the Administration and/or School Committee by any parents, students or person will be promptly called to the attention of the teacher and the complainant will be identified to the teacher. Complaints that are not deemed credible shall be treated as if they had not been made.

## ARTICLE XII GRIEVANCE PROCEDURE

### A. Purpose

The purpose of the grievance procedure set forth below is to provide a systematic and timely process by which an aggrieved member of the Teachers Association may present a grievance concerning matters covered by this Agreement for a prompt resolution of the differences. Grievance proceedings will be kept as informal and confidential as may be appropriate for the level concerned and every effort will be made to dispose of at the lowest possible level. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the Administration at Level One and having the grievance disposed of at that Level without intervention of the Teachers Association, provided that the disposition is not inconsistent with the terms of the Agreement.

### B. Definitions

1. Grievance: A "Grievance" is a complaint based upon an event or condition which affects the welfare and/or conditions of employment covered by this Agreement of a member or members of the Teachers Association.

2. Aggrieved: The term "aggrieved" is used to denote the person or persons filing the grievance.

3. Party In Interest: A "party in interest" includes the person or persons filing the grievance, all persons or groups of persons who might be required to take action, or against whom action may be taken, to resolve the grievance and the chairman of the Association's Professional Rights and Responsibilities Committee, or his/her designee when involved in a grievance proceeding.

4. School Day: A school day is a day on which school is in session.
5. Time Limitations: A grievance may be submitted no later than ten (10) calendar days from the date of the individual or association awareness.

C. Grievance Procedure

The number of days indicated at each level should be considered maximum, and every effort will be made to expedite the procedure whenever possible. Where necessary in the interest of fairness and completeness, time limits may be extended by mutual written agreement of parties concerned. Grievances submitted after June 1 will be processed as expeditiously as possible.

At all levels, the aggrieved person(s) shall have the right to meet with the Administration either privately or in company with a representative of the Association.

A grievance that effects, or may affect, a group or class of employees may be submitted by the Association directly to the Superintendent and the processing of such grievance shall be commenced at Level Two.

All documents, communications and records relating to the processing of a grievance will be filed separately from the personal files of parties in interest. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party in interest for reasons of participation in a grievance proceeding.

1. LEVEL ONE: MEETING WITH PRINCIPAL

The aggrieved shall discuss the grievance with his/her Principal.

a. If an immediate disposition of the grievance is not made at this meeting, the Principal shall have five (5) school days from the date of this meeting in which to advise the aggrieved of his/her decision. If, at the end of the five school days, the Principal has not advised the aggrieved of his/her decision, or, if the Principal's decision is not acceptable to the aggrieved, the aggrieved may, within the three (3) school days next following, request in writing a meeting with the Superintendent. This request must state the nature of the grievance, the Article or the provision of the Agreement allegedly violated, the remedy requested, and the signatures of the aggrieved person(s) and the Association representative. A copy of this request must be forwarded to the Principal. Failure on the part of the aggrieved to comply with these requirements may result in termination of the grievance proceeding. The Superintendent shall, within five (5) school days from the day of the written request for a meeting, schedule said meeting.

2. LEVEL TWO: MEETING WITH SUPERINTENDENT

The aggrieved shall discuss the grievance with the Superintendent.

a. If an immediate disposition of the grievance is not made at this meeting, the Superintendent shall have five (5) school days from the date of this meeting in which to advise the aggrieved of his/her decision. If, at the end of the five school days, the

Superintendent has not advised the aggrieved of his/her decision, or, if the Superintendent's decision is not acceptable to the aggrieved, the aggrieved may, within the three (3) school days next following, request in writing a meeting with the School Committee. This request should be addressed to the Chairman of the School Committee, and must state the nature of the grievance the Article or the provision of the Agreement allegedly violated, the remedy requested, and the signature of the aggrieved person(s) and the Association representative.

b. If the subject matter of the grievance involves any action of the Superintendent or the building principal(s) pursuant to M.G.L. Chapter 71, Sections 71, Sections 38, 40, 41, 42D, 43, 47A, and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the Association within ten (10) days after the Level 2 meeting will seek arbitration by giving notice of its intent to the Superintendent.

A copy of this request must be forwarded to the Superintendent. Failure on the part of the aggrieved to comply with these requirements may result in termination of the grievance proceeding. The School Committee shall, within ten (10) school days from the day of receipt of the written request for a meeting, schedule such meeting at a time mutually convenient for all parties concerned.

### 3. LEVEL THREE: MEETING WITH THE SCHOOL COMMITTEE

The aggrieved shall present the grievance to the School Committee only if related to non-personnel actions.

a. If an immediate disposition of the grievance is not made at this meeting, the Committee shall have ten (10) school days from the day of this meeting in which to advise the aggrieved of its decision. If, at the end of the ten school days, the Committee has not advised the aggrieved of its decision, or, if the Committee's decision is not acceptable to the aggrieved, the aggrieved may, within five (5) school days after a decision by the Committee, or within fifteen (15) school days after he/she has met with the Committee, whichever is sooner, make written request of the Teachers Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof, it may, by written notice to the Committee, submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved. Grievances that do not arise from the language in this Agreement, or an alleged breach thereof, will not be arbitrable.

(Explanatory Note: This portion of the Grievance Procedure requires the Association to notify the Committee of its intent to proceed to arbitration within twenty (20) school days of the date the Committee makes known to the aggrieved its Level Three Decision. These 20 days consist of the 5 days within which the aggrieved must request the Association to support his/her request for arbitration plus the 15 days within which the Association must then notify the Committee of its intent to proceed to arbitration. The Committee may not extend or otherwise modify the time limit within which an aggrieved is required to make written request of the Association to submit his/her grievance to arbitration.)

b. Within ten (10) school days after such notice of submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the Parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, the party seeking arbitration will initiate proceedings with the American Arbitration Association (AAA) by serving notice, in the form of a "Demand for Arbitration": on the other party, with a copy of said "Demand" forwarded to the AAA, One Center Plaza, 3<sup>rd</sup> Floor, Boston, MA 02108. (The AAA will supply "Demand" Forms, on request.) The parties will then be bound by the rules of the AAA in the selection of an arbitrator.

#### 4. LEVEL FOUR: MEETING WITH ARBITRATOR

The aggrieved shall present his/her grievance to the arbitrator.

a. The arbitrator so selected will hear the matter and will issue his/her decision not more than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

b. The power of the arbitrator in this instance stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.

c. The decision of the arbitrator shall be submitted to the Committee and the Association and, subject to law, shall be final and binding upon the Association, the Committee, and the aggrieved, provided that the arbitrators in reaching his/her decision shall not have substituted his/her judgment for that of the Committee or the Association.

d. The costs for the services of the arbitrator, including expenses, shall be divided equally between the Association and the Committee.

D. Exchange of Information. Facts, opinions, proposals and counterproposals will be freely exchanged during and between meetings of the Association and the Committee.

E. Special Circumstances. Whenever the positions of High School Principal and Superintendent are held by one and the same person, grievances concerning high school matters may be submitted initially at Level Two.

### ARTICLE XIII PERSONAL INJURY PROTECTION

(Informational Preface:) A teacher who sustains personal injury arising out of and in the course of his/her employment shall be provided with medical coverage plus weekly salary compensation in accordance with the limits established and regulated by the Massachusetts Workers' Compensation Law.

A. Whenever a teacher is absent from school as a result of a personal injury arising out of and in the course of his/her employment, which injury qualifies said teacher for benefits under the Workers' Compensation Law, the School District shall pay said teacher a salary make-up, in accordance with the following provisions:

1. The salary make-up paid by the School District will be an amount which, when added to the amount of weekly benefit received by the teacher as Workers' Compensation, shall equal the teacher's normal net salary (defined as gross salary minus State and Federal tax deductions.)

2. The length of time for which the School District will pay salary make-up will be limited to the period for which workers' compensation benefits are paid, and will not exceed, in any case, a period of three (3) months from the date of the original injury.

B. No part of absence taken during the period for which workers' compensation benefits are paid will be charged to sick leave.

C. Reimbursement for Damage to Teachers' Personal Property

The School District will reimburse a teacher for clothing and personal property damaged or destroyed in the course of employment (excluding items such as radios, televisions and tape recorders brought to school mainly for personal benefit and excluding automobiles). In no event shall such reimbursement be in an amount in excess of two hundred dollars (\$200.00). No reimbursement will be made where such damage or destruction has been caused by negligence on the part of the teacher.

The decision as to whether or not such damage occurred in the course of the teacher's employment shall not be a grievable matter within Article X-B(1) above.

ARTICLE XIV  
MISCELLANEOUS PROVISIONS

A. Committee-Association Meetings on Non-Contractual Matters

Whenever a member or members of the Association desire to meet with the Committee to discuss matters not covered by this Agreement (i.e. non-grievance matters), a request will be made in writing to the Chairman of the School Committee, with a copy to the Superintendent. The request must explain the nature of the matter(s) to be discussed. Upon receipt of such request, the Chairman will direct the Superintendent to place the matter on the agenda for the next regular meeting, or, if in the Chairman's opinion the matter so warrants, schedule a special meeting of the Committee.

B. Association Rights to Use of School Facilities

1. The Association may use school buildings, without cost, at reasonable times for meetings. Requests for use of buildings will be made to the Principal of the building in advance and approval shall be subject to previous commitments for use of the building and its facilities.

2. Requests for use of the gymnasium and/or other athletic facilities will be made and processed through normal channels.
3. The Association may place notices on faculty bulletin boards and in teacher's mail boxes.

C. Extra-Curricular Activities

Teachers are free to reject extra-curricular activities.

D. Agenda and Minutes

A copy of the agenda and minutes of the School Committee meetings other than executive sessions shall be sent to building representatives of the Association three days prior to meetings. Approved minutes of meetings shall be sent to building representatives of the Association within one week after said approval.

**ARTICLE XV**  
**SALARIES AND OTHER COMPENSATION**

A. Salaries

1. Salary Schedules: The salaries of all persons covered by this Agreement are set forth in Appendix A Teacher Salary Schedules.
2. Teacher Salaries: Teachers' salaries will be paid in accordance with the appropriate schedule as set forth in Appendix A. Compensation shall be deemed to be fully earned at the end of the school year, and proportionately earned during the school year. All personnel on the teachers' salary schedule shall generally be paid in twenty-six (26) bi-weekly installments from September on one calendar year to August 31 of the next calendar year. However, if, on or before August 15, a teacher may request a change from lump sum to bi-weekly or vice-versa for salary payment for the period June 30 through August 31 of the following year.
  - a. Credit on Salary for Increase in Educational Qualifications.

Increment credit in compliance with the educational qualification levels (B+15, M+15, etc.) established on the salary schedule shall be established at the beginning of each school year. Credits earned during a school year shall be considered for increment adjustment at the beginning of the next school year. This subparagraph shall not be construed as barring the Superintendent from adjusting an employee's salary during the school year in the event of misplacement on the salary schedule.

In order to qualify for increment credits and be eligible for a lane adjustment, the credits and/or degree must be obtained from an accredited school in the teacher's area of certification or, in the Superintendent's educational judgment, in an area that furthers the professional development of the teacher's certification; provided, however, if the Superintendent denies a lane adjustment

because of the courses taken by a teacher, such teacher may grieve the denial in accordance with the grievance and arbitration provision of the Agreement.

3. New Teachers: Upon initial appointment in the Douglas School System, a teacher may be granted, subject to the recommendation of the Superintendent and the approval of the School Committee:

- a. Full increment credit for previous teaching experiences elsewhere; and/or
- b. Increment credit not to exceed two years for military, business, Peace Corps (or similar organization) experience likely to significantly increase his/her value to the Douglas School System.

4. Salary Review Prior to Retirement: Any teacher 55 years of age or older who has completed twenty (20) years of service in the Douglas Public Schools and with professional teacher status in the Douglas School System and who has not reached maximum salary, shall be considered for additional salary one year before retirement if she or he has submitted to the Superintendent a written notice of intent to retire one year before said retirement.

B. Benefits

See Appendix B.

C. Payroll Deduction Plan: Payroll deductions are authorized for the following items:

1. Professional Dues
2. Tax-sheltered annuities
3. Disability with the Town's disability insurance company
4. Town employee's health and life insurance plans
5. Massachusetts Teachers Association Credit Union

D. Other Compensation

1. Co-Curricular Compensation: Co-curricular responsibilities shall be compensated for in accordance with Appendix C – Co-Curricular Salary Schedule.

2. Payments: Payment of co-curricular salaries shall be in accordance with the following schedule:

- a. Athletic Director – Lump sum separate paycheck at completion of school year.
- b. Coaches – Lump sum separate payment at completion of appropriate athletic season.
- c. Advisors/Directors – Lump sum separate payment at completion of a particular event (e.g. school play) or completion of school year as appropriate.

## ARTICLE XVI SCHOOL NURSE

A. School Registered Nurse. The School Registered Nurse, as an authorized member of the Douglas Teachers collective bargaining unit, shall be fully eligible for all benefits and/or privileges that are accorded to teachers by this Agreement.

B. The Registered Nurse shall be paid in accordance with the Teachers' Salary Schedule.

C. The Nurse Leader. The nurse leader engages in instructional activities and participates in parent/teacher activities on a regular basis. The nurse leader shall be recognized as a co-curricular position as identified in Appendix C.

The Superintendent may, from time to time, require that the School Nurse, in addition to his/her regular duties, formally prepare and present to students and/or faculty, lectures on personal hygiene and other matters which the Superintendent may designate.

## ARTICLE XVII SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement, or any application thereof, 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.

## ARTICLE XVIII IMPLEMENTATION OF CONTRACT

Committee policy and administrative regulations inconsistent with the provisions of this Agreement are deemed to be amended so as to be consistent herewith.

## ARTICLE XIX HONORARIA

### A. Completion of 15 Years

Teachers are eligible to receive honoraria upon the completion of fifteen (15) continuous years of teaching in the Douglas School System payable upon the completion of the following school year. Beginning in the 16<sup>th</sup> year until the completion of the 19<sup>th</sup> year, teachers will be awarded an honorarium of \$1,000 (One Thousand Dollars) per year, in addition to any and all other compensation.

### B. Completion of 19 Years

Teachers are eligible to receive honoraria upon the completion of nineteen (19) continuous years of teaching in the Douglas School System, payable upon the completion of the following school year. Beginning in the 20<sup>th</sup> year until the completion of the 25<sup>th</sup> year, teachers will be awarded an honorarium of \$2,000 (Two Thousand Dollars) in addition to any and all other compensation.

C. Completion of 25 Years

Teachers are eligible to receive honoraria upon the completion of twenty-five (25) years of teaching in the Douglas School System, payable upon the completion of the following school year. Beginning in the 26<sup>th</sup> year, teachers will be awarded an honorarium of \$2,500 (Twenty-Five Hundred Dollars) in addition to any and all other compensation.

D. Completion of 30 Years

Teachers are eligible to receive honoraria upon the completion of thirty (30) years of teaching in the Douglas School System, payable upon the completion of the following school year. Beginning in the 31<sup>st</sup> year, teachers will be awarded an honorarium of \$3,000 (Three Thousand Dollars) in addition to any and all other compensation.

E. Schedule of Honoraria Payments

All honoraria, as described above, shall be distributed to eligible staff members in two equal payments, the first payment shall be in that normal pay schedule falling closest but no later than December 15 and the second pay falling closest but not later than April 15.

ARTICLE XX  
DISTRIBUTION OF AGREEMENT

The School Committee will supply the Douglas Teachers Association with eighty (80) copies of the Agreement upon request and will make the document electronically available.

ARTICLE XXI  
WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

ARTICLE XXII  
STABILITY OF AGREEMENT

The failure of the School Committee or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the School Committee or the Association to future performance of any such terms or conditions, and the obligations of the School Committee or the Association to such future performance will continue in full force and effect.

**ARTICLE XXIII**  
**DIRECTOR OF COUNSELING**

The Director of Counseling shall be allowed to work up to twenty (20) additional days from the last date of the end of the school year up to the beginning of the following school year, at a schedule to be determined in consultation with the high school principal.

**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

This Agreement will become effective as of September 1, 2022 and shall expire on August 31, 2025.

Heather Mays  
Julie Moulton  
Monica Salves  
Debra

Committee

Date: 6/15/2022

K-Riord  
J. Wigg

Union

Date: 6/15/22

## APPENDIX A

The parties agree that only members who are on Step 11 in FY22 are eligible to move to Step 12 in FY23, with the exception of the teachers currently employed by the Douglas Public Schools who are on Step 9 or 10 in FY22. Aside from these teachers, no other members are eligible at any point following FY25 to reach Step 12. Step 12 will automatically sunset when there are no more members on it and will be removed from the salary grid at the same time the last member is no longer on it. The parties agree that there is no intent to keep Step 12 in the contract beyond the terms above and the temporary addition of this step shall not set precedent for adding a Step 12 beyond the life of this contract.

FY 23: Members advance onto the new salary grid. Only members on Step 11 in FY22 and those exceptions named in the MOA side letter are eligible to advance to Step 12. No other members are eligible for Step 12. Step 12 will automatically sunset when there are no more members on it and will be removed from the salary grid at the same time.

FY 24: Includes 2% COLA to Step 12 and 1% COLA to Steps 1 – 11.

FY 25: Includes 2% COLA to Step 12 and 1% COLA to Steps 1 – 11.

FY	2023	2024	2025
B,1	\$ 51,730	\$ 52,247	\$ 52,770
B,2	\$ 53,282	\$ 53,815	\$ 54,353
B,3	\$ 54,880	\$ 55,429	\$ 55,983
B,4	\$ 56,527	\$ 57,092	\$ 57,663
B,5	\$ 58,223	\$ 58,805	\$ 59,393
B,6	\$ 59,969	\$ 60,569	\$ 61,175
B,7	\$ 62,368	\$ 62,992	\$ 63,622
B,8	\$ 64,863	\$ 65,511	\$ 66,166
B,9	\$ 67,457	\$ 68,132	\$ 68,813
B,10	\$ 70,830	\$ 71,538	\$ 72,254
B,11	\$ 75,080	\$ 75,831	\$ 76,589
B,12	\$ 77,504	\$ 79,054	\$ 80,635
B+15,1	\$ 52,765	\$ 53,292	\$ 53,825
B+15,2	\$ 54,348	\$ 54,891	\$ 55,440
B+15,3	\$ 55,978	\$ 56,538	\$ 57,103
B+15,4	\$ 57,657	\$ 58,234	\$ 58,816
B+15,5	\$ 59,387	\$ 59,981	\$ 60,581
B+15,6	\$ 61,169	\$ 61,780	\$ 62,398
B+15,7	\$ 63,615	\$ 64,252	\$ 64,894
B+15,8	\$ 66,160	\$ 66,822	\$ 67,490
B+15,9	\$ 68,806	\$ 69,494	\$ 70,189
B+15,10	\$ 72,247	\$ 72,969	\$ 73,699
B+15,11	\$ 76,582	\$ 77,347	\$ 78,121
B+15,12	\$ 79,553	\$ 81,144	\$ 82,767
M,1	\$ 54,348	\$ 54,891	\$ 55,440
M,2	\$ 55,978	\$ 56,538	\$ 57,103
M,3	\$ 57,657	\$ 58,234	\$ 58,816
M,4	\$ 59,387	\$ 59,981	\$ 60,581
M,5	\$ 61,169	\$ 61,780	\$ 62,398
M,6	\$ 63,004	\$ 63,634	\$ 64,270
M,7	\$ 65,524	\$ 66,179	\$ 66,841
M,8	\$ 68,145	\$ 68,826	\$ 69,515
M,9	\$ 70,871	\$ 71,579	\$ 72,295
M,10	\$ 74,414	\$ 75,158	\$ 75,910
M,11	\$ 78,879	\$ 79,668	\$ 80,464
M,12	\$ 81,607	\$ 83,239	\$ 84,904
M+15,1	\$ 55,978	\$ 56,538	\$ 57,103
M+15,2	\$ 57,657	\$ 58,234	\$ 58,816
M+15,3	\$ 59,387	\$ 59,981	\$ 60,581
M+15,4	\$ 61,169	\$ 61,780	\$ 62,398
M+15,5	\$ 63,004	\$ 63,634	\$ 64,270
M+15,6	\$ 64,894	\$ 65,543	\$ 66,198
M+15,7	\$ 67,490	\$ 68,164	\$ 68,846
M+15,8	\$ 70,189	\$ 70,891	\$ 71,600
M+15,9	\$ 72,997	\$ 73,727	\$ 74,464
M+15,10	\$ 76,647	\$ 77,413	\$ 78,187

M+15,11	\$ 81,245	\$ 82,058	\$ 82,878
M+15,12	\$ 83,648	\$ 85,321	\$ 87,027
M+30,1	\$ 57,377	\$ 57,951	\$ 58,531
M+30,2	\$ 59,099	\$ 59,690	\$ 60,287
M+30,3	\$ 60,872	\$ 61,480	\$ 62,095
M+30,4	\$ 62,698	\$ 63,325	\$ 63,958
M+30,5	\$ 64,579	\$ 65,225	\$ 65,877
M+30,6	\$ 66,516	\$ 67,181	\$ 67,853
M+30,7	\$ 69,177	\$ 69,869	\$ 70,567
M+30,8	\$ 71,944	\$ 72,663	\$ 73,390
M+30,9	\$ 74,822	\$ 75,570	\$ 76,326
M+30,10	\$ 78,563	\$ 79,348	\$ 80,142
M+30,11	\$ 83,276	\$ 84,109	\$ 84,950
M+30,12	\$ 85,712	\$ 87,426	\$ 89,175
M+45,1	\$ 58,812	\$ 59,400	\$ 59,994
M+45,2	\$ 60,576	\$ 61,182	\$ 61,794
M+45,3	\$ 62,393	\$ 63,017	\$ 63,648
M+45,4	\$ 64,265	\$ 64,908	\$ 65,557
M+45,5	\$ 66,193	\$ 66,855	\$ 67,524
M+45,6	\$ 68,179	\$ 68,861	\$ 69,549
M+45,7	\$ 70,906	\$ 71,615	\$ 72,331
M+45,8	\$ 73,742	\$ 74,480	\$ 75,225
M+45,9	\$ 76,692	\$ 77,459	\$ 78,234
M+45,10	\$ 80,527	\$ 81,332	\$ 82,145
M+45,11	\$ 85,358	\$ 86,212	\$ 87,074
M+45,12	\$ 87,754	\$ 89,509	\$ 91,299
M+60,1	\$ 59,694	\$ 60,291	\$ 60,894
M+60,2	\$ 61,485	\$ 62,100	\$ 62,721
M+60,3	\$ 63,329	\$ 63,963	\$ 64,602
M+60,4	\$ 65,229	\$ 65,882	\$ 66,540
M+60,5	\$ 67,186	\$ 67,858	\$ 68,537
M+60,6	\$ 69,202	\$ 69,894	\$ 70,593
M+60,7	\$ 71,970	\$ 72,690	\$ 73,416
M+60,8	\$ 74,849	\$ 75,597	\$ 76,353
M+60,9	\$ 77,843	\$ 78,621	\$ 79,407
M+60,10	\$ 81,735	\$ 82,552	\$ 83,378
M+60,11	\$ 86,639	\$ 87,505	\$ 88,380
M+60,12	\$ 88,972	\$ 90,752	\$ 92,567

## **APPENDIX B**

Health Insurance benefits and options pursuant to this agreement are provided by the Town of Douglas.

**APPENDIX C**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>
<b>Douglas High School</b>			
<b>Athletics:</b>			
Athletic Director	\$14,541	\$14,686	\$14,833
Boys Varsity Basketball	\$5,472	\$5,527	\$5,582
Girls Varsity Basketball	\$5,472	\$5,527	\$5,582
Boys Varsity Soccer	\$4,864	\$4,913	\$4,962
Girls Varsity Soccer	\$4,864	\$4,913	\$4,962
Girls Varsity Volleyball	\$4,864	\$4,913	\$4,962
Boys Varsity Volleyball	\$4,864	\$4,913	\$4,962
Boys & Girls Cross Country	\$4,864	\$4,913	\$4,962
Varsity Field Hockey	\$4,864	\$4,913	\$4,962
Varsity Golf	\$4,864	\$4,913	\$4,962
Varsity Baseball	\$4,864	\$4,913	\$4,962
Varsity Softball	\$4,864	\$4,913	\$4,962
Varsity Track & Field	\$4,864	\$4,913	\$4,962
Boys Varsity Track & Field	\$4,864	\$4,913	\$4,962
Girls Varsity Track & Field	\$4,864	\$4,913	\$4,962
Varsity Cheerleading	\$4,864	\$4,913	\$4,962
Boys & Girls Indoor Track	\$4,864	\$4,913	\$4,962
Boys JV Basketball	\$3,648	\$3,684	\$3,721
Girls JV Basketball	\$3,648	\$3,684	\$3,721
Boys JV Soccer	\$3,040	\$3,070	\$3,101
Girls JV Soccer	\$3,040	\$3,070	\$3,101
Assistant Cross-Country <i>(Only if total participation exceeds 16 athletes)</i>	\$3,040	\$3,070	\$3,101
JV Field Hockey	\$3,040	\$3,070	\$3,101
Girls JV Volleyball	\$3,040	\$3,070	\$3,101
Boys JV Baseball	\$3,040	\$3,070	\$3,101
Assistant Indoor Track	\$3,040	\$3,070	\$3,101
Girls JV Softball	\$3,040	\$3,070	\$3,101
JV Cheerleading	\$3,040	\$3,070	\$3,101
Assistant Track & Field	\$3,040	\$3,070	\$3,101
Assistant Golf	\$1,825	\$1,843	\$1,861
<b>Douglas High School</b>			
<b>Extra-Curricular:</b>			
Band Director	\$5,472	\$5,527	\$5,582
Assistant Band Director	\$2,433	\$2,457	\$2,482
Chorus Director	\$4,864	\$4,913	\$4,962
Assistant Chorus Director	\$2,433	\$2,457	\$2,482
Color Guard Director	\$729	\$736	\$743
Flag Advisor	\$366	\$370	\$374
Drill Advisor	\$366	\$370	\$374
National Line Color Guard	\$366	\$370	\$374
Majorette Advisor	\$366	\$370	\$374
Percussion Advisor	\$366	\$370	\$374
Pep Band Advisor	\$729	\$736	\$743

**APPENDIX C**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>
High School Student Council	\$2,674	\$2,701	\$2,728
Drama Club Advisor	\$1,945	\$1,964	\$1,984
High School Dept. Chairs	\$3,040	\$3,070	\$3,101
<i>(ELA, Math, History, Science, World Language, Related Arts, Special Education, PE/Health, Guidance)</i>			
School to Work Coordinator	\$1,825	\$1,843	\$1,861
Advisor – Grade 12	\$2,069	\$2,090	\$2,111
Advisor – Grade 11	\$1,825	\$1,843	\$1,861
Advisor – Grade 10	\$1,580	\$1,596	\$1,612
Advisor – Grade 9	\$1,338	\$1,351	\$1,365
Peer Leadership	\$1,217	\$1,229	\$1,241
Science Club	\$913	\$922	\$931
National Honor Society	\$1,217	\$1,229	\$1,241
Gay/Straight/Alliance	\$729	\$736	\$743
History Club	\$729	\$736	\$743
Best Buddies	\$729	\$736	\$743
Yearbook Advisor	\$2,674	\$2,701	\$2,728
Newspaper Advisor	\$1,825	\$1,843	\$1,861
Webmaster	\$1,825	\$1,843	\$1,861
Varsity Math Team	\$1,217	\$1,229	\$1,241
JV Math Team	\$729	\$736	\$743
DECA Club	\$1,217	\$1,229	\$1,241
Art Club	\$729	\$736	\$743
Gaming Club	\$729	\$736	\$743
E-Sports Club	\$1,217	\$1,229	\$1,241
Robotics Club	\$1,217	\$1,229	\$1,241
Web Design & Coding Club	\$729	\$736	\$743

**Douglas Middle School**

**Athletics:**

Athletic Director	\$4,864	\$4,913	\$4,962
Cross Country	\$3,040	\$3,070	\$3,101
Assistant Cross-Country	\$1,900	\$1,919	\$1,938
(only if total participation numbers exceed 16 student-athletes)			
Girls Basketball	\$3,040	\$3,070	\$3,101
Boys Basketball	\$3,040	\$3,070	\$3,101
Track & Field	\$3,040	\$3,070	\$3,101
Assistant Track & Field	\$1,900	\$1,919	\$1,938
Cheerleading	\$1,825	\$1,843	\$1,861

**Douglas Middle School**

**Extra-Curricular:**

Advisor – Grade 8	\$1,217	\$1,229	\$1,241
Student Council	\$1,945	\$1,964	\$1,984
Yearbook	\$1,217	\$1,229	\$1,241
Lego Robotics (1-10 ratio)	\$862	\$871	\$880
Drama Club Advisor	\$1,217	\$1,229	\$1,241

## APPENDIX C

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>
Show Choir	\$2,433	\$2,457	\$2,482
Grade Level Coordinators	\$3,040	\$3,070	\$3,101
Advisor – Grade 7	\$729	\$736	\$743
Advisor – Grade 6	\$729	\$736	\$743
Peer Leadership	\$1,217	\$1,229	\$1,241
After-School Instrumental	\$2,433	\$2,457	\$2,482
National Honor Society	\$729	\$736	\$743
After-School Chorus	\$2,433	\$2,457	\$2,482
STEM Club	\$913	\$922	\$931
Best Buddies Club	\$729	\$736	\$743

### **Douglas Elementary School**

#### **Extra-Curricular:**

Chorus Director	\$729	\$736	\$743
Grade Level Coordinators	\$3,040	\$3,070	\$3,101
Before/After School Instrument (7 lessons/week)	\$2,433	\$2,457	\$2,482
Before/After School Instrument (5 lessons/week)	\$1,737	\$1,754	\$1,772

### **Douglas Elementary School**

#### **Self-Funded**

##### Extra-Curricular Positions:

Enrichment Coordinator	\$3,040	\$3,070	\$3,101
Enrichment Instructors	\$376	\$380	\$384
per course, per session			

### **Douglas Middle School**

#### **Self-Funded**

##### Extra-Curricular Positions:

Enrichment Coordinator	\$3,040	\$3,070	\$3,101
Enrichment Instructors	\$376	\$380	\$384
per course, per session			

#### **Extra-Curricular:**

Grade Level Coordinators	\$3,040	\$3,070	\$3,101

### **DISTRICT-WIDE**

#### **Co-Curricular:**

Teacher Lead Mentor (updated FY2019)	\$1,078	\$1,089	\$1,100
Teacher Mentor Level 1 - 1 mentee	\$593	\$599	\$605
Teacher Mentor Level 2 - 1 mentee	\$430	\$434	\$438
Teacher Mentor Level 2 - 2 mentees	\$647	\$653	\$660
Teacher Mentor Level 3 - 1 mentee	\$322	\$325	\$328
Teacher Mentor Level 3 - 2 mentees	\$485	\$490	\$495
Teacher Mentor Level 3 - 3 mentees	\$647	\$653	\$660
Teacher Mentor Level 4 - up to 2 mentees	\$322	\$325	\$328
Vertical Team Chair (Math, ELA, Science, History)	\$647	\$653	\$660
Vertical Team Teacher (Math, ELA, Science, History)	\$510	\$515	\$520

**APPENDIX C**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>
Nurse Leader	\$3,040	\$3,070	\$3,101
High School After School MCAS:			
Math	\$808	\$816	\$824
ELA	\$808	\$816	\$824
Science	\$808	\$816	\$824
Middle School MCAS Program:			
Math	\$808	\$816	\$824
ELA	\$808	\$816	\$824
Science	\$808	\$816	\$824
Elementary School MCAS Program:			
Math	\$808	\$816	\$824
ELA	\$808	\$816	\$824
Science	\$808	\$816	\$824

**\* Athletic Director and reduced teaching-load:**

Teaching staff fulfilling the role of the Athletic Director will not be assigned a duty period; in addition, teaching duties may be reduced to 60%, subject to scheduling needs as determined by the Building Principal.

**\* Longevity Stipend:**

Co-Curricular stipends will be increased by the following amounts for consecutive years of service in a given (or similar) position:

start of 6th year through end of 10th year: 5%

start of 11th year through end of 15th year: 10%

start of 16th year, until an individual leaves said position: 15%

For the purposes of this section only, "similar" shall be defined as positions with one kind of activity, and "consecutive" shall be defined as no break in service, unless the break is caused by a bona fide reason or the activity not being offered/funded. Subject to the approval by the Superintendent, the Building Principal will determine the number of years that apply as "consecutive" for anyone changing positions and/or determine the bona fide break in service.

Examples of "similar" positions would include grade-level advisors (regardless of grade), coaches within a sport (regardless of level), or any other position within an activity with more than one stipend or position.

For anyone fulfilling the duties of multiple positions, experience would be determined for each position individually, without regard to "similarity."

Longevity will be prorated for individuals sharing (splitting) a co-curricular position and individual must each qualify to receive their prorated longevity amount.

Longevity will not be paid to non-bargaining unit members filling co-curricular positions.

Side Letter to FY 2023-2025 Collective Bargaining Agreement

In FY22 there was a column for B+36/M. Beginning with the FY 23-FY25 Collective Bargaining Agreement, B+36 was removed from the M column. Denise Mulligan is the only employee at B+36 as of the signing of this agreement. The parties agree that Denise Mulligan will be placed on the M (Masters) column as part of the salary grid beginning September 1, 2022.

This does not apply to any other employee going forward and it is agreed the above is a non-precedent setting basis.

Signed this 15 day of JUNE, 2022.

Douglas School Committee

Kathleen  
Julie  
B. Monica  
Salvas  
Debra

Douglas Teachers' Association

K- Riordan  
J. L. G.