

AGREEMENT
BETWEEN
DARTMOUTH EDUCATORS ASSOCIATION
TEACHERS UNIT
AND
DARTMOUTH SCHOOL COMMITTEE

SEPTEMBER 1, 2016 THRU AUGUST 31, 2019

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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Dartmouth and that good morale within the teaching staff of the Dartmouth School Department is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Dartmouth, has final responsibility for establishing the educational policies of the public schools of Dartmouth.
- B. The Superintendent of Schools of Dartmouth (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The teaching staff of the public schools of Dartmouth shares with the Committee and the administrative staff the responsibility for providing the school children of Dartmouth with education of the highest possible quality consistent with policies established by the Dartmouth School Committee.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted with the understanding that the terms he/she shall be used synonymously.

ARTICLE I

RECOGNITION

- A. For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts) of the Committee, excepting however, the Superintendent, Assistant Superintendent, Business Administrator, Directors, all Principals, Vice Principals, Deans, Nurses, System Information Coordinator, and every such employee who in the effective date of this Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining. If the Collective Bargaining Law is modified so as to increase or decrease the scope of subjects for bargaining, this Contract shall be amended so as to be consistent with said law.

- B. When a new position is created that is arguably within the bargaining unit, the parties shall discuss the matter. If no agreement is reached as to the unit placement, the parties shall submit the matter to the State Labor Relations Commission for resolution.
- C. The Superintendent or his/her designee will provide to the Association a listing of new hires prior to the start of each school year and upon hire during the school year. This information shall include - employee name, date of hire, position and work site(s).

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved and nothing in this Contract will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the Administration, provided any adjustment of the grievance is not inconsistent with the terms of this Contract.

B. Definition

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, (2) an alleged violation of any provision of this Agreement.

C. Procedure

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

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level I

The grievance shall be presented, in writing, by the aggrieved employee or the Association to the appropriate principal or the immediate supervisor involved. Such grievance shall be presented at Level I within fifteen (15) school days of the occurrence on which the grievance is based, or within fifteen (15) school days of the date on which the teacher had knowledge or reasonably should have had knowledge of the occurrence. The principal or immediate supervisor will meet with the grievant and/or his representative within five (5) school days after the receipt of the written grievance in an effort to resolve the grievance. If a grievance affects a group or a class of teachers without a common supervisor, the Association may submit such a grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II within the time limits specified above.

Level II

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Principal or Supervisor, the grievance may be submitted in writing to the Superintendent within ten (10) days of the expiration of said ten (10) days. The Superintendent will meet with the grievant and/or his representatives within ten (10) school days after the receipt of the written grievance in an effort to resolve the grievance.

Level III

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Superintendent, the grievance may be submitted in writing to the School Committee within ten (10) school days of the expiration of said ten (10) school days. The School Committee shall meet with the grievant and/or his representatives within fifteen (15) school days of the receipt of the written grievance or the next regularly scheduled School Committee meeting following said fifteen (15) school days period, in an effort to resolve the grievance.

Level IV

If a satisfactory decision has not been rendered in writing within fifteen (15) school days after the meeting with the School Committee, the Association may submit the grievance to the American Arbitration Association for arbitration in accordance with the applicable rules of the American Arbitration Association within fifteen (15) school days next following the conclusion of such period of fifteen (15) school days. The award or decision made by the arbitrator shall be final and binding on the School Committee, the Association, and the aggrieved employee; provided, however, that no such award or decision shall be inconsistent with any provision of this Contract or in conflict with any applicable law. The expenses of said arbitration shall be shared equally by the School Committee and the Association.

D. Miscellaneous

1. If at the end of the fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by the employee affected by it, the grievance shall not have been presented at Level I of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under procedures enumerated in Article II above shall also be deemed to have been waived if the prescribed action required to present it to the next level in the procedure shall not have been taken within the time specified unless the time limits of Article II have previously been extended by mutual agreement.
2. If any employee covered by this Contract shall present a grievance at Level II without representation by the Association, the Association shall be notified and its representative shall be permitted to be present and be heard at such presentation.
3. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Dartmouth for any employee involved in presenting such grievance.
4. For the period from the close of school in June to the reopening in September, five (5) days shall be added to all time periods in the Article, and all time limits shall be based on calendar days.

ARTICLE III

SALARIES

The salaries of all persons covered by this agreement are set forth in Appendix A and B which is attached hereto and made a part hereof.

ARTICLE IV

TEACHING HOURS AND TEACHING LOAD (9-1-2016 through 8-31-2018)

- A. 1. The usual starting and dismissal times for students will be as follows:

Elementary Schools	9:05 a.m. to 3:25 p.m.
Middle School	7:45 a.m. to 2:08 p.m.
High School	7:30 a.m. to 2:03 p.m.

2. The normal workday for classroom teachers at the Elementary level will begin twenty (20) minutes before the students starting time; the normal work day for classroom teachers at the Middle and High School levels will begin fifteen (15) minutes before the students starting time. Teachers will remain after the students leave for as long as it is necessary to carry out their responsibilities, but in no event less than ten (10) minutes at the Elementary level, fifteen (15) minutes at the

Middle School level, and seven (7) minutes at the High School. If circumstances require a teacher to occasionally leave before the end of the ten (10), fifteen (15) or seven (7) minute period, the principal's office shall be notified and reasons given before the teacher leaves. On the last day of the work week, teachers may leave after all their responsibilities relative to the orderly dismissal of students are fulfilled, but not prior to the first bus trip being dismissed.

3. Starting and dismissal times are subject to modification by the Committee provided, however, that no such modification will increase the length of the teacher's workday.
4. On days upon which the opening of school is delayed, teachers will be expected to arrive at the beginning time established in Section A2 above coordinated to the delayed opening time. Additionally, on days when school is dismissed early for weather or emergency purposes, teachers shall be permitted to leave within the remaining times established by Section A2 above coordinated to the dismissal time for students.

B. The Association and the Committee agree that the work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will consist of two (2) days more than the number required by the State for student attendance. One (1) of the two (2) above mentioned additional days shall be a full day in-service day. The School Committee retains the right to shorten the work year.

C. 1. Persons covered by this Contract may be required to remain after the workday, without additional compensation, to attend two (2) of the following staff meetings (except as set forth in paragraph "c" below):

- a. Building Faculty Meetings called by the school principal - one day of each month.
- b. Building Curriculum Meetings, Department, Team or Grade Level Meetings, or other meetings authorized by the Superintendent two days of each month. The length of the above meetings may be up to two hours in length, but shall end by 5p.m. A set schedule for all meetings shall be in place by the end of September.
- c. In the event a meeting in addition to the above is necessary because of an emergency or exceptional circumstance, the Superintendent, Principal, or his designee may call an emergency, unscheduled meeting of either all or part of the personnel covered by this Contract. The reason for said meeting will be forwarded to the President(s) of the Association within two (2) school days after the meeting. The preceding limitations may be exceeded for teachers new to the Dartmouth system as part of their orientation program and for supervisory personnel. These limitations may also be exceeded for those who desire to be involved in the development and implementation of an effective orientation program.

2. Teachers may be required by the Administration to attend two (2) evening meetings each year. Attendance at all other evening meetings will be at the option of the individual teacher.

D. 1. Elementary teachers may be required to serve noon recess duty no more than once every nine (9) school days.

Minor deviations from the terms of this section may be necessitated by inclement weather. However, it is understood that the Administration will do everything possible to devise systems whereby teachers will have to serve noon recess duty only one day out of six (6) on inclement weather days.

2. All teachers shall have a duty free lunch period equivalent in length to that of their students but in no event less than 22 minutes exclusive of passing time.

3. (a) Each elementary classroom school teacher shall have, in addition to his lunch period, a minimum of two hundred ninety minutes (290) of preparation time per week, and non-classroom teachers a minimum of two hundred twenty (220) minutes per week during which he shall not be assigned to any other duties, but can be called upon, as in the past, to meet with administrators, guidance personnel, colleagues, parents, and, perhaps, students (note: preparation time includes 30 minutes of library per week and 20 minutes of recess per day). Seventy-five (75) minutes of the preparation time will be scheduled so co-teachers can engage in common planning time, if possible.

(b) Elementary teachers shall report one day before all teachers report for the start of the school year. This day will be scheduled for professional development. The elementary teachers will not be required to report for work on Intercession Day.

(c) Elementary School teachers' first day shall not be scheduled on the Friday before Labor Day.

4. (a) High School Teachers will teach within a schedule that is made up of long blocks (86 minutes) with some classes meeting daily (for a semester or 9 week period) and others meeting on an alternating "AIB day" either on a semester or year-long basis. The application of the so-called *AIB* component of the schedule will be in the Physical Education/Health, Business, Music and Special Education disciplines. Teachers will not be assigned more than one (1) alternating *AIB* day assignment per semester. Teachers of Physical Education/Health, Special Education, Business, and Music who have professional status may volunteer to take two assignments.

Teachers may be assigned to a maximum of three (3) semester long (or equivalent) teaching blocks in each semester. Teachers will be assigned to one (1) block each day as a preparation period during which they shall not be assigned to other duties, but can be called upon as in the past to meet with the administrators, guidance personnel, colleagues, parents, and perhaps, students. In any case "approximately" shall be interpreted as allowing a leeway of no more than ten (10) minutes per week. One block of the preparation time per week will be scheduled so co-teachers can engage in common planning time, if possible.

At least every other school year, each Lead Teacher/Instructional Coach shall be assigned to teach at least one class which is below the Honors level provided the High School Principal approves the assignment.

(b) Teachers shall not be assigned to before school duty or lunch duty, but they may be required to serve after school bus duty up to a maximum of four (4) days per year. As in the past, a teacher may volunteer to accept another assignment instead of taking his preparation period.

5. (a) Each middle school teacher will have, in addition to his lunch period, 342 minutes per six (6) days cycle or an average of 57 minutes per day scheduled as equitable and as circumstances permit for preparation and planning during which he/she shall not be assigned to other duties but can be called upon as in the past to meet with Administrators, guidance personnel, colleagues, parents, and perhaps students. The number of preparation and planning modules may be changed for unusual and educationally sound reasons as agreed upon by the Administrator involved and the Association. In the event of a change in existing scheduling practices, teachers will be guaranteed approximately the same amount of weekly preparation time as they have under the existing schedule. This common planning time will be scheduled so that educators who are co-teaching may attend at least one (1) of the common planning time blocks, if possible.

"Approximately" shall be interpreted as allowing a leeway of no more than ten (10) minutes per week.

(b) A six (6) block day consisting of fifty-seven (57) minute periods over a six (6) day cycle schedule shall be in effect at the Middle School.

Within this schedule, core curriculum teachers will teach:

- a maximum of four (4) periods per day within the same grade level,
- in no more than two (2) subjects
- and in addition, academic support classes three times in a six (6) day cycle.

Core Curriculum teachers teaching in the areas of English, Mathematics, Science & Social Studies will receive, in addition to a lunch period, six (6) blocks of preparation time and three (3) blocks of common planning time per each six (6) day cycle, one of which shall be common planning time self-directed by each team.

Special area teachers will teach five (5) classes per day and will be assigned one (1) preparation period per day. Non-homeroom teachers will have a.m. and p.m. duties such as hall coverage/supervision, etc. Coverage/duties will be assigned on an alternating basis among all non-homeroom teachers i.e. those not teaching core curriculum subjects. One day per week of preparation time for special area teachers will be scheduled so educators who are co-teaching may engage in common planning time, if possible.

The Administration will attempt, so far as is practicable, to arrange each teacher's schedule so that preparation time is spread throughout the week.

As in the past, a teacher may volunteer to accept another assignment instead of taking his preparation period.

(c) Middle school teachers shall report one day before all teachers report for the start of the school year. This day will be scheduled for professional development. The

middle school teachers will not be required to report to work on Intercession Day. Middle School and Elementary School teachers' first day shall not be scheduled on the Friday before Labor Day.

6. Preparation-planning periods may be shortened or omitted on days when the regular class schedule is altered by special events such as assemblies or on days when the school schedule is changed due to weather conditions. Periods during which such special events are scheduled shall be rotated so as not to continually affect the same classes.
 7. All teachers will be granted one (1) afternoon released time for up to ten (10) days per year not to exceed the regular workday. Teachers shall be involved in the planning and organizing of release time periods. The last day of school for students shall be a released-time day.
- E.
1. Lead Teachers/Instructional Coaches will be provided with adequate time to perform their supervisory duties without being deprived of the above-mentioned preparation time.
 2. To the extent that it is practicable and educationally sound, teachers in grades 9-12 will not be required to teach in more than two (2) subject areas nor more than a total of three teaching preparations in each semester or a total of four (4) teaching preparations for the year.
- F. Exceptions to the provisions of Sections D or E above may be made only if the Superintendent of Schools (or his/her designee) determines that sound educational reasons exist. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level III therefore an arbitrator shall not substitute his judgment for that of the Superintendent unless he/she determines that the Superintendent's decision was based on other than educational considerations.
- G. Assignment to paid and unpaid extra-curricular activities will be made according to customary hiring practices which shall include the posting of and appointment to such positions on an annual basis. A joint committee made up of Association and Administrative representatives is conducting a joint review of current stipends, stipends for new activities (to be added to the original list) and consideration for any additional activities. The results of this committee's work are subject to the mutual agreement of representatives of the DEA and School Committee.
- H. The workday of teachers who are assigned to more than one school shall be controlled by the hours of the school to which they report for the start of the school day. Should circumstances require the involved teacher(s) to work longer than the workday of the school at which they commenced the school day they shall be compensated for all such additional time at the contractually established workshop rate.

The normal workweek for bargaining unit members shall be an average of 150 minutes beyond the normal workweek otherwise established under the provisions of

Article IV, A-H inclusive, provided such time shall involve self-determined, non-teaching, school related activities.

Time spent in team meetings, parent-teacher conferences and assigned bus duties will be credited towards the time required under this provision.

- I. The Administration will make every reasonable effort to provide related service providers (OT, PT, SLP) with 180 minutes per week for the evaluation of students in their respective disciplines and 30 minutes for Medicaid documentation as required for Special Education regulations and Dartmouth Public School initiatives. Additionally, the district Adaptive Physical Education Teacher will be provided 120 minutes of evaluation time for the aforementioned regulations.

TEACHING HOURS AND TEACHING LOAD
(9-1-2018 through 8-31-2019)

- A. 1. The usual starting and dismissal times for students will be as follows:

Elementary Schools	9:05 a.m. to 3:25 p.m.
Middle School	7:45 a.m. to 2:08 p.m.
High School	7:30 a.m. to 2:03 p.m.

2. The normal workday for classroom teachers at the Elementary level will begin twenty (20) minutes before the students starting time; the normal work day for classroom teachers at the Middle and High School levels will begin fifteen (15) minutes before the students starting time. Teachers will remain after the students leave for as long as it is necessary to carry out their responsibilities, but in no event less than ten (10) minutes at the Elementary level, fifteen (15) minutes at the Middle School level, and seven (7) minutes at the High School. If circumstances require a teacher to occasionally leave before the end of the ten (10), fifteen (15) or seven (7) minute period, the principal's office shall be notified and reasons given before the teacher leaves. On the last day of the work week, teachers may leave after all their responsibilities relative to the orderly dismissal of students are fulfilled, but not prior to the first bus trip being dismissed.
 3. Starting and dismissal times are subject to modification by the Committee provided, however, that no such modification will increase the length of the teacher's workday.
 4. On days upon which the opening of school is delayed, teachers will be expected to arrive at the beginning time established in Section A2 above coordinated to the delayed opening time. Additionally, on days when school is dismissed early for weather or emergency purposes, teachers shall be permitted to leave within the remaining times established by Section A2 above coordinated to the dismissal time for students.
- B. The Association and the Committee agree that the work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will consist of two (2) days more than the number required by the State for student attendance. One (1) of the two (2) above mentioned additional days shall be a full day in-service day. The School Committee retains the right to shorten the work year.

Elementary and middle school teachers shall report one day before all teachers report for the start of the school year. This day will be scheduled for professional development. These teachers will not be required to report for work on Intercession Day (intercession shall cease to exist January 2019).

Beginning with the 2018-2019 school year, all teachers shall report two days before the start of the school year. The first day of the school year shall not be scheduled for the Friday before Labor Day.

- C. 1. Persons covered by this Contract may be required to remain after the workday, without additional compensation, to attend two (2) of the following staff meetings (except as set forth in paragraph "c" below):
 - a. Building Faculty Meetings called by the School Principal - one day of each month.
 - b. Building Curriculum Meetings, Department, Team or Grade Level Meetings, or other meetings authorized by the Superintendent two days of each month. The length of the above meetings may be up to two hours in length, but shall end by 5 p.m. A set schedule for all meetings shall be in place by the end of September.
 - c. In the event a meeting in addition to the above is necessary because of an emergency or exceptional circumstance, the Superintendent, Principal, or his designee may call an emergency, unscheduled meeting of either all or part of the personnel covered by this Contract. The reason for said meeting will be forwarded to the President(s) of the Association within two (2) school days after the meeting. The preceding limitations may be exceeded for teachers new to the Dartmouth system as part of their orientation program and for supervisory personnel. These limitations may also be exceeded for those who desire to be involved in the development and implementation of an effective orientation program.
- 2. Teachers may be required by the Administration to attend two (2) evening meetings each year. Attendance at all other evening meetings will be at the option of the individual teacher.
- D. 1. Elementary teachers may be required to serve noon recess duty no more than once every nine (9) school days.

Minor deviations from the terms of this section may be necessitated by inclement weather. However, it is understood that the Administration will do everything possible to devise systems whereby teachers will have to serve noon recess duty only one day out of six (6) on inclement weather days.

- 2. All teachers shall have a duty free lunch period equivalent in length to that of their students but in no event less than 22 minutes exclusive of passing time.
- 3. (a) Each elementary classroom school teacher shall have, in addition to his lunch period, a minimum of two hundred ninety minutes (290) of preparation time per week, and non-classroom teachers a minimum of two hundred twenty (220) minutes per week during which he/she shall not be assigned to any other duties, but can be called upon, as in the past, to meet with administrators, guidance personnel, colleagues, parents, and, perhaps,

students (note: preparation time includes 30 minutes of library per week and 20 minutes of recess per day). Seventy-five (75) minutes of the preparation time will be scheduled so co-teachers can engage in common planning time, if possible.

- 4 (a) Each high school teacher (including lead teachers) will have, in addition to his lunch period 300 minutes per six (6) day cycle or an average of 50 minutes per day scheduled as equitable and as circumstances permit for preparation and planning during which he/she shall not be assigned to other duties but can be called upon as in the past to meet with administrators, guidance personnel, colleagues, parents, and perhaps students. The number of preparation and planning periods may be changed for unusual and educationally sound reason as agreed upon by the Administrator involved and the Association. In the event of a change in existing scheduling practices, teachers will be guaranteed approximately the same amount of weekly preparation time as they have under the existing schedule.

“Approximately” shall be interpreted as allowing a leeway of no more than ten (10) minutes per week.

A seven (7) period day consisting of an average of fifty (50) minutes per period over a six (6) day cycle schedule shall be in effect at the High School.

Within this schedule teachers will teach a maximum of five (5) periods per day, within their academic area. The administration will make every reasonable effort to schedule a teacher with no more than three (3) different academic course preparations per semester or a total of four for the year. In addition, the administration will make every reasonable effort to provide six (6) additional periods in the six (6) day cycle (two of which will be common planning time self-directed by each team) that will be dedicated to other professional work such as, collaborative curriculum planning, collaborative inquiry and review of student work, or student support.

Within this schedule lead teachers will teach up to three (3) periods per day, within their academic area. In addition to the six (6) periods in a six (6) day cycle for common planning and student support, lead teachers will have twelve (12) periods dedicated to other professional work such as leading - collaborative curriculum planning, data analysis, collaborative inquiry and review of student work, inventory and ordering, student support, facilitation of online learning, embedded coaching or other such work.

(b) Teachers shall not be assigned to before school duty or lunch duty, but they may be required to serve after school bus duty up to a maximum of four (4) days per year. As in the past, a teacher may volunteer to accept another assignment instead of taking his preparation period.

5. (a) Each middle school teacher will have, in addition to his lunch period, 342 minutes per six (6) days cycle or an average of 57 minutes per day scheduled as equitable and as circumstances permit for preparation and planning during which he/she shall not be assigned to other duties but can be called upon as in the past to meet with administrators, guidance personnel, colleagues, parents, and perhaps students. The number of preparation and planning modules may be changed for unusual and educationally sound reasons as agreed upon by the Administrator involved and the Association. In the event of a change in existing scheduling practices, teachers will be guaranteed approximately

the same amount of weekly preparation time as they have under the existing schedule. This common planning time will be scheduled so that educators who are co-teaching may attend at least one (1) of the common planning time blocks, if possible.

“Approximately” shall be interpreted as allowing a leeway of no more than ten (10) minutes per week.

(b) A six (6) block day consisting of fifty-seven (57) minute periods over a six (6) day cycle schedule shall be in effect at the Middle School.

Within this schedule, core curriculum teachers will teach:

- a maximum of four (4) periods per day within the same grade level,
- in no more than two (2) subjects
- and in addition, academic support classes - three times in a six (6) day cycle.

Core Curriculum teachers teaching in the areas of English, Mathematics, Science & Social Studies will receive, in addition to a lunch period, six (6) blocks of preparation time and three (3) blocks of common planning time per each six (6) day cycle, one of which shall be common planning time self-directed by each team.

Special area teachers will teach five (5) classes per day and will be assigned one (1) preparation period per day. Non-Homeroom teachers will have a.m. and p.m. duties such as hall coverage/supervision, etc. Coverage/duties will be assigned on an alternating basis among all Non-Homeroom teachers i.e. those not teaching core curriculum subjects. One day per week of preparation time for special area teachers will be scheduled so educators who are co-teaching may engaging in common planning time, if possible.

The Administration will attempt, so far as is practicable, to arrange each teacher’s schedule so that preparation time is spread throughout the week.

As in the past, a teacher may volunteer to accept another assignment instead of taking his preparation period.

6. Preparation-planning periods may be shortened or omitted on days when the regular class schedule is altered by special events such as assemblies or on days when the school schedule is changed due to weather conditions. Periods during which such special events are scheduled shall be rotated so as not to continually affect the same classes.
 7. All teachers will be granted one (1) afternoon released time for up to ten (10) days per year not to exceed the regular workday. Teachers shall be involved in the planning and organizing of release time periods. The last day of school for students shall be a released-time day.
 8. Common planning time (both self-directed and administrator led) shall mean collaborative meetings with instructional teams (grade level/content) driven by established goals and intended outcomes.
- E. To the extent that it is practicable and educationally sound, Lead Teachers in grades 9-12 will not be required to teach in more than two (2) subject areas nor more than a total of two

teaching preparations in each semester or a total of three (3) teaching preparations for the year.

At least every other school year, each Lead Teacher/Instructional Coach shall be assigned to teach at least one class which is below the Honors level provided the High School Principal approves the assignment.

- F. Exceptions to the provisions of Sections D or E above may be made only if the Superintendent of Schools (or his designee) determines that sound educational reasons exist. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level III thereof. An arbitrator shall not substitute his judgment for that of the Superintendent unless he/she determines that the Superintendent's decision was based on other than educational considerations.
- G. Assignment to paid and unpaid extra-curricular activities will be made according to customary hiring practices which shall include the posting of and appointment to such positions on an annual basis. A joint committee made up of Association and Administrative representatives is conducting a joint review of current stipends, stipends for new activities (to be added to the original list) and consideration for any additional activities. The results of this committee's work are subject to the mutual agreement of representatives of the DEA and School Committee.
- H. The workday of teachers who are assigned to more than one school shall be controlled by the hours of the school to which they report for the start of the school day. Should circumstances require the involved teacher(s) to work longer than the workday of the school at which they commenced the school day they shall be compensated for all such additional time at the contractually established workshop rate.

The normal workweek for bargaining unit members shall be an average of 150 minutes beyond the normal workweek otherwise established under the provisions of Article IV, A-H inclusive, provided such time shall involve self-determined, non-teaching, school related activities.

Time spent in team meetings, parent-teacher conferences and assigned bus duties will be credited towards the time required under this provision.

- I. The administration will make every reasonable effort to provide related service providers (OT, PT, SLP) with 180 minutes per week for the evaluation of students in their respective disciplines and 30 minutes for Medicaid documentation as required for Special Education regulations and Dartmouth Public School initiatives. Additionally, the district Adaptive Physical Education Teacher will be provided 120 minutes of evaluation time for the aforementioned regulations.

ARTICLE V

INFORMAL DISCUSSION

It is agreed that direct dialogue between the Committee and the **DEA** is desirable. Upon request by teacher representatives, there may be up to four (4) meetings during the school year between

the Committee and teacher representatives at which time matters of mutual concern shall be discussed; provided, however, that these meetings shall not be used to discuss grievances arising under Article II or to negotiate modifications or additions to this agreement.

ARTICLE VI

CLASS SIZE

The Dartmouth School Committee and Association recognize that the pupil-teacher ratio is an important aspect of an educational program. Therefore, it is agreed that the Committee shall continue to give top priority to providing pupil-teacher ratios that are conducive to effective teaching and learning.

ARTICLE VII

SPECIALISTS AND SPECIAL PROGRAMS

The Committee and the Association recognize the fact that competent specialists are an integral and essential part of an effective educational program and that the employment of a sufficient number of these is desirable.

ARTICLE VIII

NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to perform the following duties:
 - 1. Before-school and after-school bus duty (except when this duty can be performed within the teacher's workday and is required by the principal.)
 - 2. Health services such as administering eye and ear examinations and weighing and measuring pupils.
 - 3. Collecting money from pupils for non-educational purposes except, where necessary, for the purchase of milk. Money can be collected for the purchase of school pictures and as contributions to charitable organizations approved by the School Committee. Although teachers may be required to collect and transmit money, they will not be required to tabulate such money.
- B. Teachers will not be required to drive pupils to activities which take place away from the school building.
- C. Teachers will be required to dress in an appropriate professional manner. Exemptions may be made for special school events or fundraising activities.
- D. Teachers shall check their electronic mail and voice mail daily (work days).

ARTICLE IX

TEACHER EMPLOYMENT

- A. Full credit will be given for previous full-year public school teaching experience up to the top step on the salary scale required for state licensure. Included in this shall be credit not to exceed two (2) years for Peace Corps work and one (1) year for service with VISTA if, in the opinion of the Superintendent, the functions performed warrant such credit.
- B. Teachers with previous teaching experience in the Dartmouth School System will, upon returning to the system, receive full credit on the salary schedule for all outside full-time teaching experience for which they were licensed, experience in the Peace Corps and VISTA up to a maximum and under the conditions set forth in Section A above. Credit for up to three (3) years will be given for compulsory military experience which interrupted teaching.
- C. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left - provided upon leaving, the individual completed at least one-half year of

teaching within an area which they're licensed. Reasonable exceptions to the one-half year requirement may be made by the Superintendent.

- D. To minimize disruption to the teaching process, teachers eligible for retirement may retire given appropriate notice, at the beginning or end of each academic quarter (mid-semester/high school). Teachers retiring at other times will forfeit district retirement benefits.

ARTICLE X

TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of planned programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and in most cases and under normal circumstances, not later than the second week in June.
- B. In order to assure that pupils are being taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause as determined by the Superintendent, outside the scope of their teaching certificates, their major or minor fields of study, their background, and their quality of experience. The determination by the Superintendent will not be made for other than sound educational reasons.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the School Committee's established mileage rate.
- D. The Superintendent and principals will continue their present practice of making teacher assignments without regard to race, creed, color, religion, nationality, sex, marital status, gender identity, qualified disability, homelessness or sexual orientation as provided by law.
- E. Upon the departure of senior high students following final examinations, teachers with senior class assignments may be requested at the discretion of the High School Principal or his designee, to assume classroom and/or other assignments within areas for which the teacher is qualified to assist in the orderly closing of the school year program.

At the Elementary Level, each June before the end of the school year, elementary teachers, appropriate specialists, and the building principal, or assistant principal, will meet to discuss placement of students in classes for the following year. Relevant input will be provided by all parties in order to carry out this process effectively. The objective is to place students in the most advantageous learning situation. The Principal shall draft a final schedule of assignments which final schedule will not be subject to the grievance process.

ARTICLE XI

TRANSFERS

A. Definitions

A transfer is defined as a change in the building assignment of a teacher and/or in the elementary school, a change of more than two grades.

B. When a reduction in the number of teachers in a school is necessary, volunteers who hold the requisite license will be given first consideration for transfer. Teachers being involuntarily transferred as a result of a reduction in staff at a particular school or schools will, subject to the qualifications for the position including licensure, be given preference in filling vacancies over new employees.

C. In determining the order in which involuntary transfers are made, seniority within the sending school building shall govern except in cases where the Superintendent determines there is a significant difference in the qualifications the Superintendent deems most appropriate for the position. Seniority shall be determined as "the day a person signs their contract". In cases involving two or more employees, a lottery shall be used to determine seniority. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service for such purpose.

D. A list of open positions in other schools will, upon request, be made available to all teachers being transferred. Except as herein before specifically provided, in filling open positions, seniority shall govern except in cases where the Superintendent determines there is a significant difference in the qualifications the Superintendent deems most appropriate for the position. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service of such purpose.

E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than the second week in June.

F. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted as early as possible between September 1st and April 1st each school year. Requests must be renewed each year. All requests will be acknowledged in writing. The above does not supersede the requirements for posting as set forth in Article XII.

- G. An involuntary transfer will only be made after a meeting between the involved employee and the Superintendent.

ARTICLE XII

VACANCIES AND PROMOTIONS

- A. 1. All vacancies and promotional positions shall be posted in the office and teachers' room(s) of each school and sent out via email to bargaining unit members. Such notices shall include the qualifications for the position and, so far as has been established, the salary and a description of the duties of the position.
2. Such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted, and in no event less than five (5) school days before such a date.
3. Notice of a vacancy shall not be advertised outside the school system before it is posted within the system.
4. Teachers who desire to apply for such vacancies shall submit letters of interest to the Superintendent in accordance with the conditions specified.
5. In filling such vacancies, seniority shall govern except in cases where the Superintendent determines there is a significant difference in the qualifications the Superintendent deems most appropriate for the position. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service for such purpose. Any teacher who has applied for a vacancy or promotion shall receive written notification as soon as possible as to the filling of the vacancy or promotion. The above criteria for selection shall not apply to coaching or other extra-curricular activities.
- B. Promotional positions are defined as follows:
- Positions paying a salary differential and/or positions on the Administrator-supervisory level, including but not limited to positions as Supervisor, Director, Principal, Assistant Principal, Lead Teacher/Instructional Coach, and Counselor.
- C. The Superintendent and building principals shall continue their present practice of making appointments without regard to race, creed, color, religion, nationality, sex, marital status, gender identity, qualified disability, homelessness or sexual orientation as provided by law.

- D. Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the title(s) of the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply, and such notification shall set forth the qualifications of the position and, so far as has been established, the salary and description of the duties of the position. Such notice shall be made as far in advance as practicable, ordinarily at least ten (10) days before the final date when application must be submitted and in no event less than seven (7) days before such date. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at his/her office at 8 Bush Street, Dartmouth and shall send such list of positions to the President of the Association (or his designee) upon request.
- E. Once the qualifications for a particular vacancy have been posted, they will not be changed unless the Association has been notified of such changes and the reasons therefore and the vacancy shall be reposted as provided within this article.

ARTICLE XIII

POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

- A. All openings for positions under Federal programs will be publicized in each school building by the Superintendent 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.

ARTICLE XIV

TEACHER EVALUATION

- A. All monitoring or observation of the classroom performance of a teacher will be conducted openly and with full knowledge of the teacher. Public monitoring systems (e.g. building cameras) shall not be used for evaluation purposes. A formal evaluation will be followed by a conference between the teacher and evaluator, during which the observations of the evaluator will be discussed. The evaluator shall supply a copy of the summative evaluation with the evaluator and if asked for in writing by the teacher and at another time, with the superior of the evaluator. If the initial request is not honored, the teacher has the right to make the request of the superior of the evaluator and to meet with him/her and the evaluator to discuss the report in question. The evaluator and the evaluatee will sign each page of evaluation documents prior to their inclusion in the teacher's personnel file, with the express understanding that the teacher's signature in no way indicates agreement with the contents of the evaluation.
1. Teachers will have the right, upon written request and by appointment within a reasonable time, to review the contents of their personnel file. A teacher will be entitled to have an officer or member of the Association accompany him/her during such review.

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had the opportunity to review such material. The teacher will acknowledge that he/she has had the right to review such material by affixing his signature to the copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
 3. Not less than ten (10) school days before the Superintendent is to make his/her final decision not to renew the contract of a teacher without professional status for any reason including reduction in force, the teacher will be informed by the Principal that there are strong indications that he/she will not be recommended for contract renewal.
 4. Upon request after 3 years, a letter of reprimand may be removed from the teacher's file at the discretion of the principal.
- B. It is understood and agreed that material concerning the teacher obtained at time of employment which was guaranteed confidential is not open to teacher inspection.
 - C. Any complaint regarding a teacher, made to a member of the administration by any parent, student, or other person, which is deemed serious enough to require action will be reviewed with the teacher within five (5) days of the determination to take action.
 - D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is formally disciplined or reprimanded by a member of the Administration above the level of principal, however, he/she will be entitled to have an officer or a member of the Association present and/or a MTA representative.
 - E. No teacher with professional status will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, provided that such a teacher shall make a choice between proceeding under this Agreement or under the provisions of applicable Massachusetts law in questioning such action. Professional status as used in this paragraph shall not apply to coaching positions, department heads, or extra-curricular activity advisors.
 - F. Any teacher evaluation procedure adopted by the Committee shall be presented to the Association for its consideration prior to adoption. Before the new evaluation procedure is implemented by the Committee, teachers will have an opportunity to read it and make comment.
 - G. In the event that a disagreement arises between the new evaluation instrument and the CBA, the CBA shall supersede the new evaluation instrument unless otherwise determined by State Law.

ARTICLE XV

TEACHER FACILITIES

- A. Each school will have the following facilities:
 - 1. Space in each classroom in which teachers may store or file instructional materials and supplies.
 - 2. Appropriately furnished and equipped room or rooms to be used by the teachers as a work area, lounge, and dining area.
 - 3. A serviceable desk, chair, and where necessary, a filing cabinet for each teacher, and;
 - 4. a well-lighted and clean male teacher restroom and a well-lighted and clean female teacher restroom.
- B. Facilities at or near each school will be available for teacher parking; however, neither the Committee nor the Town are responsible for policing such areas within school grounds.
- C. The Dartmouth Educators Association and the School Committee agree to establish and maintain a Health and Safety Committee for the school system. Said committee shall be chaired by the Business Manager and shall be composed of four (4) Association representatives, designated by the President, and three (3) building administrators and the Business Manager. The duties of the Committee shall include, but not be limited to monitoring health and safety conditions in school buildings and making recommendations for necessary and appropriate improvements.
- D. Staff who wish to use school facilities to generate additional, personal income shall be required to pay the same user fees as any other individual/community group.

ARTICLE XVI

USE OF SCHOOL FACILITIES

- A. The Association will have the privilege of using school buildings for meetings without rental fees but will be responsible for other fees involved. Application for the building will be made through the Administrative office.
- B. There will be a bulletin board in each faculty room of each school building and said bulletin board will be available to the officers of the Association or their designees (and the Administration) for displaying notices, circulars, and other professional materials. The source of the material, notices, etc., must be readily identifiable. Copies of all such material will be offered to the building principal.
- C. Officers of the Association or their designees may place notices, circulars, and other material in teachers' mailboxes. The material must bear the signature or stated endorsement of an authorized representative of the Association. Copies of all such material will be given to the building principal.

ARTICLE XVII

SICK LEAVE

- A. Teachers on annual salary will be entitled to fifteen (15) sick leave days, as of the first official day of each school year. Exception: In the case of a teacher joining the Dartmouth staff for the first time and who does not report on the first official day of school because of illness, such sick leave will not become effective until the person actually starts work. The accumulation of sick leave days shall be unlimited. Additional days may be sought through the sick bank in accordance with the sick bank guidelines.
- B. The parties agree to abide by the decisions of the United States and Massachusetts Supreme Courts interpreting of Federal and State Constitutions, laws and regulations regarding the usage of sick leave of maternity.
- C. Teachers may be required, at the discretion of the Superintendent, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days. In the case of frequent absences because of sickness, the Superintendent may request that the individual furnish a certificate from a physician. The Superintendent reserves the right to have an independent physician examine any teacher taking sick leave, at the Committee's expense, whenever in his opinion the teacher may not be entitled to sick leave benefits. The teacher shall have the right to present to the independent physician written statements from his personal physician or to have his personal physician in attendance at any required examination. The opinion of the independent physician shall be final.
- D. Each teacher shall receive, prior to the opening of school in September, a notice giving the number of day's sick leave which he or she has accumulated up to that time.
- E. The sick leave bank is 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. To be eligible members must have had 20 days accrued at the start of the school year.

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.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Superintendent to serve at its discretion and two (2) 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.

The following criteria shall be used in accordance to the mutually agreed upon sick leave bank guidelines:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Other unique or exceptional circumstances as recommended by the Superintendent.

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 days 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.

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. Upon termination of service after ten (10) years of employment, teachers shall be paid fifteen dollars (\$15.00) per day for each of their first fifty (50) days of unused accumulated sick leave, and twenty dollars (\$20.00) per day for each of their next one hundred (100) days of unused accumulated sick leave.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:
1. A total of two (2) days for personal, legal, business, household, or family matters which cannot be taken care of other than during school hours and provided that except in emergency situations, advance notice is given to the Superintendent. When a day is requested without advance notice, the specific reason for the request and a brief explanation of the emergency must be provided within thirty (30) days otherwise the day shall be considered without pay. This provision is not intended for recreational purpose nor for the pursuit of outside occupations.

Unused personal days may accumulate from year to year to a maximum of five (5). Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.
 2. At least two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The selection of places to visit shall be subject to the approval of the Superintendent. An evaluation report may be required by the Superintendent within one week. It should be routed through the building principal or appropriate director.
 3. Up to four (4) days for each death in the immediate family. The immediate family is considered to consist of the spouse, child, parent, sibling, grandparent, grandchild of

the teacher and/or his/her spouse, and any other person residing in the household of the teacher.

4. One (1) day for each death of a member of the family not considered immediate as listed above or for the death of a friend. This provision shall apply to the death of a friend only once per school year.
 5. A maximum of ten (10) days per school year will be allowed to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations definitely cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
 6. Up to three (3) days for religious observance if said observance prohibits the teacher from working on said day.
 7. Up to two (2) days for illness or health related needs of the teacher's family. Additionally, bargaining unit members may also use three (3) of their own accumulated sick leave days per school year for illness or health related needs of their family.
 8. For days required to serve on Jury Duty. In cases where the teacher receives compensation for Jury Duty, the teacher shall be paid the difference between regular compensation from the Dartmouth Public Schools and the compensation received from Jury Duty. Travel allowance is not considered compensation paid by the Court. Teachers will try to have jury duty scheduled when school is not in session.
 9. Up to five (5) days per year when required by subpoena to appear in court for actions wherein the teacher is not a party.
- B. Leaves taken pursuant to Section A will not be subtracted from sick leave.
- C. Teachers will make their requests of the Building Administrator and Superintendent as far in advance as possible. In emergencies, a telephone request will be made followed by a completed leave request form and an explanatory letter for the record.

ARTICLE XIX

TEACHERS' LEAVES OF ABSENCE

- A. The School Committee, upon request, may grant a teacher with professional status a leave of absence for up to two (2) years without pay for the purpose of holding an elected position or office in a professional association (state or national). Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent during the period of such leave.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional status enrolled full time in an accredited college or university for graduate study in the individual's field of instruction, if such study will directly benefit the school system. Upon return from such leave, a teacher will be placed on the salary schedule at

the level he/she would have achieved if he/she had not been absent during the period of such leave. Such leaves will be granted on a school year basis unless the Committee feels it would be in the best interests of the school system to allow them to begin or end in mid-year.

- C. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional status who joins the Peace Corps, VISTA, or overseas dependents' school, or serves as an exchange teacher and is a full-time participant in either of such programs. Request for such leave must be made by the April 15th prior to the first school year for which the leave is requested and must be accompanied by a written commitment from the above names agencies. Upon return from such leave, a teacher will receive credit for up to two (2) years if the functions performed warrant such credit. It is understood that no more than two (2) teachers with professional status can be absent under this provision at any given time.
- D. Military leave will be granted up to two (2) years (or longer if a tour of duty is involuntarily extended) to any teacher with professional status who is drafted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his absence up to a maximum of three (3) years.
- E.
 1. Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by doctor certification and limited to the period of time the employed was disabled and unable to work. Such leave will be charged to sick leave benefits as established under Article XVII, Section A.
 2. A teacher who is pregnant may remain in active service until the termination of her pregnancy provided that, at the end of the fourth month of pregnancy, she must furnish an appropriate medical certificate of her fitness to continue her position. In subsequent months, a teacher may be required to furnish further medical certification, and at the end of the seventh month of pregnancy, the teacher must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that a teacher may be required to begin her leave under the Article if the Superintendent determines that she is not adequately performing the duties of her position. A physician's certificate of fitness may be required before a teacher may return to her position.
 3. Upon the birth of his/her child, a non-child bearing bargaining unit member shall be granted a leave of absence of up to ten (10) days. To the extent that he/she has accrued sick leave, up to ten (10) days may be accessed for this purpose.
- F.
 1. A teacher who adopts a child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of child rearing for the year immediately following the adoption. To the extent that they have accrued sick leave, up to eight (8) weeks may be accessed for this purpose. In the event the leave of absence would expire during a school year, the teacher may not return during the school year without the approval of the Superintendent of Schools. If the Superintendent does not approve a return to school during mid-year, the teacher shall be reinstated the following September.

2. The Superintendent will approve a leave of absence without pay for a period of up to two (2) years following the birth of the child. Written notification of a teacher's plan to return from leave at the start of the next school year shall be provided to the Superintendent no later than March 15th of that calendar year.
 4. A teacher on maternity leave shall notify the Superintendent in writing of her intention to return to school no later than four (4) weeks prior to the termination of the leave.
- G. Special unpaid leave for the purpose of caring for a newborn infant shall be granted to a teacher, provided the teacher is the parent of the child or has the legal responsibility for the care and/or support of the child. Such leave shall be for a period of one (1) school year and begin on September 1st.

A teacher who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and Federal Laws and regulations established under such laws regarding usage of sick leave for maternity. Upon return from maternity leave, the employee shall advance to the next step of the Salary Schedule if she had been in an active employment status for at least ninety-one (91) days of the school year in which the leave commenced. A teacher shall be restored to her regular position in the September or the midterm, whichever occurs first, following one (1) year from the termination of her pregnancy. If a teacher elects not to return at that time, she may return at a subsequent September or midterm period (up to two (2) years from the time of the commencement of her leave) provided a position for which the teacher is qualified is available.

If no position is available, the teacher shall be assigned to the first available vacancy for which she is qualified regardless if the period extends beyond the two (2) years limitation previously set forth in this section.

A teacher on maternity leave will notify the Superintendent in writing of her intention to return to school the following September by March 15th or within four weeks following the termination of the pregnancy whichever is later.

- H. A leave of absence without pay or increment of up to one (1) year will be granted to a teacher with professional status for the purpose of caring for a sick member of the teacher's immediate family. The Superintendent has the right to ask the teacher to furnish appropriate medical evidence.
- I. After attaining professional status in the Dartmouth School System, a teacher may be granted a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- J. Any teacher whose personal illness extends beyond the time compensated by sick leave will, upon furnishing appropriate medical evidence, be granted a leave of absence without pay or increment for up to a remaining portion of the current school year.
- K. Other leaves of absence may be granted by the School Committee.

- L. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position for which he/she is fully qualified, if available.
- M. All requests for extensions or renewals of leaves will be applied for and reacted to in writing.
- N. By March 15th of each calendar year, all leave of absence personnel must communicate in writing to the Superintendent of Schools, their intent to return for the next school year, or their request to extend their leave.
- O. Bargaining unit members granted leaves of absence pursuant to this Article may be required by the Committee to enter into a written agreement stating the terms of the granting of the leave including but not limited to a provision which would indicate that if appropriate notices were not given to the Committee by the bargaining unit member, or if the bargaining unit member does not return to his/her employment at the start of the next school year (unless a request to extend the leave has been granted), the bargaining unit member would be deemed to have resigned.

ARTICLE XX

SABBATICAL LEAVES

Sabbatical leaves may be granted by the Superintendent. The leave shall be subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31st, and action must be taken on all such requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.
2. The person will have completed at least seven (7) consecutive full school years of service in the Dartmouth School System prior to start of sabbatical leave.
3. Persons 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 will not exceed the regular salary rate. It is understood that the salary allotment provided by the School Committee will be reduced proportionately.
4. The person will agree in writing to return to employment in the Dartmouth School System for two (2) full years for a full year's leave. In default of completing the service agreement, he/she will refund a sum of money equal to the total compensation received from the Town of Dartmouth while on sabbatical leave. Provided, however, if a teacher defaults for reasons beyond his control or if he defaults to take a position in another school system where such position would not be covered under the Dartmouth bargaining unit, he shall refund a pro rata share of the sabbatical leave compensation based upon the length of time he returned to the Dartmouth School System:

5. Study must be:
 - A. At a college or university acceptable to the School Committee
 - B. Full-time graduate work as approved by the School Committee
 - C. In the individual's field of instruction, or in an area that will directly benefit the system.

Independent research proposals undertaken in cooperation and consultation with the Superintendent will be considered.

6. The recipient of a sabbatical leave will be required to submit to the Superintendent two (2) progress reports each semester or term.
7. When the sabbatical leave has been completed, the individual shall submit a detailed report of his work to the Superintendent.
8. The recipient of the sabbatical leave will be given credit on the salary schedule for the period of absence; however, no sick leave or other benefits will be earned during said absence.

ARTICLE XXI

REGULAR TEACHERS SERVING AS SUBSTITUTES

- A. The Administration shall make every effort to obtain substitutes to replace regular teachers and supervisors as necessary. No regularly assigned teachers shall be required to substitute except on a temporary emergency basis. Teachers may volunteer to serve as substitute teachers during their unassigned time. Such volunteers shall be compensated for such service at the rate of fifteen dollars (\$15.00) per specialist period (Elementary), twenty-five (\$25.00) per period (Middle School) or fifty dollars (\$50.00) per (High School) block (not to exceed fifty (\$50.00) per day). Beginning in 2018-2019 the High School compensation will be amended to twenty-five (\$25.00) per period (not to exceed fifty (\$50.00) per day). Volunteers shall be used for substitute purposes prior to the assignment of any other teacher. If non-volunteer teachers are required to substitute during their preparation time, they shall receive the same compensation as volunteers for such service. If Middle School teachers are assigned to serve as substitute teachers during their duty time, they shall be compensated for such service at the rate of twelve dollars and fifty cents (\$12.50) per period.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Committee and Association agree that if teachers are to maintain their competence as educators and to contribute optimally to the Dartmouth educational program, particularly in such a rapidly changing world and as members of a profession whose responsibilities are ever widening, members of the Association should undertake professional development on a continuing but reasonable basis. With this in mind, the following conditions are agreed upon:

- A. The Committee will pay the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools which are taken at the written request of the Superintendent of Schools and with the approval of the Committee.

The Committee will pay up to one-half the cost for certification programs at accredited colleges or universities which are taken at the request of the Superintendent and with the approval of the Committee. The teacher will agree in writing to complete the prescribed certification program and remain in the employ of the Dartmouth Public Schools for three (3) years after the program's completion. In default of completing the agreement, the teacher will refund a sum of money equal to the total program contribution received from the Committee.

- B. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation that have received prior approval) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions with the written request of the Superintendent and/or with the advance written endorsement of the Superintendent.

The Committee will reimburse up to \$1,000 during each contract year (September 1st through August 31st), for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, graduate courses or some other combination of professional improvement sessions that are a part of an individual professional development plan that supports building and/or system professional development goals or recertification requirement and has been acknowledged by the building principal and approved by the Superintendent. Requests for reimbursements must be made prior to May 31st. Those received after May 31st for the prior year cannot be processed.

The proper documentation for professional workshops/courses taken in June, July and August must be submitted no later than October 31st of the same year. Reimbursement requests received after this period will not be processed.

Participants in the aforementioned workshops, seminars, courses, etc., may be required to submit a written report of their observations unless previously excused from doing so by the Superintendent.

- C. Three (3) semester hours of approved and successful graduate work or an approved in-service course must be taken sometime during the previous three (3) year period while employed by the Dartmouth Schools, to advance from Step 3 of the Salary Schedule to Step 4, from Step 6 to Step 7, and from Step 9 of the Salary Schedule to Step 10. Salary increases that result from changes in educational levels, upon completion of the course sheets and documentation, shall be paid effective with the first pay period of the following school year (September).
- D. The Dartmouth Educators Association is authorized to establish graduate courses of thirty (30) hours for three (3) credits subject to the approval of the Superintendent. Such approval shall not be unreasonably withheld.

The courses will be taught by a qualified person (any person teaching on a regular basis at an accredited four year college or university). This credit will be applied to any course

requirements of teachers in the Dartmouth School System and to the B+15, B+30, M+15, M+30, M+45, and M+60 of the Salary Schedule.

- E. With the prior approval of the Superintendent, any courses taken by a teacher beyond those necessitated to move vertically on the pay scale, and are taught by a qualified person, will be applied for B+15, B+30, M+15, M+30, M+45, and M+60.
- F. Documentation of all Professional Development offered by the District will be available to teachers through the Districts electronic professional development management system.

ARTICLE XXIII

PROTECTION

- A. Teachers will immediately report in writing to their immediate superior for transmission to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or to the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him/her to such proceedings if he/she requests such assistance. If the Committee does not provide such counsel and the teacher is exonerated, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him/her.
- D. If a teacher is exonerated from any responsibility with respect to acts referred to in "A" above, he/she shall not suffer the loss of any professional advantage because of time lost due to such acts.

ARTICLE XXIV

INSURANCE, ANNUITY, AND MTA CREDIT UNION

- A. 1. The Town of Dartmouth will pay the maximum percentage permitted by town meeting enactment or referendum of the cost of the following types of insurance coverage:
 - a. A \$10,000 term life insurance plan of the type presently available to teachers.
 - b. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield or any other suitable carrier selected by the town of the type presently available to teachers.
- 2. In the event a teacher resigns from the School System after June 1st, but prior to September 1st, Blue Cross/Blue Shield coverage will end with contract termination. A teacher may continue coverage at full cost if available and if he/she so desires.

3. Teachers will be eligible to voluntarily participate in a "tax sheltered" Annuity Plan established pursuant to M.G.L. Chapter 71, Section 37B, and in the MTA Credit Union on a payroll deduction basis.
 4. Teachers shall be eligible for voluntary payroll deductions for U.S. Savings Bonds.
- B. 1. The Committee and the Association agree to establish a Study Committee to review the possible adoption of other health plans and/or health care providers, the elimination of the Masters Health Plus Policy, the promotion of the PPO (Indemnity) Plans (not exclusive of BC/BS), the creation of incentives for those not participating in the town health insurance plans and other cost savings measures. The committee shall have equal membership appointed by the Committee and the Association. They shall consider information/requests provided through the Town Finance Administrator/Town Hall.

ARTICLE XXV

TEXTBOOKS

Textbook selection will be done through the work of the District Curriculum Committee through their adopted process/procedures subject to the superintendent's approval.

ARTICLE XXVI

DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dartmouth Educators Association - Massachusetts Teachers Association and the National Education Association, as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Associations. Teacher authorization shall be the signed form provided by the Massachusetts Teachers Association.
- B. The Dartmouth Educators Association named in Section A will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days written notice prior to the effective date of any change in membership dues.
- C. Deductions shall be made weekly from September until June.
- D. No later than October 15th of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30th) to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Superintendent and the Association concerned in writing by September 30th of each year for that school year's dues.
- E. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of

any action taken in making deductions and remitting the same to the Association pursuant to this Article.

- F. It is agreed that the School Committee accepts payroll deductions for the purpose of the Massachusetts Teachers Association Credit Union.

This provision will take effect and become part of the contract if the Town Treasurer agrees to implement payroll deductions for individual Credit Union accounts.

ARTICLE XXVII

SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the School Committee or Superintendent except where such right, power, or duty is specifically limited by this contract.

ARTICLE XXVIII

ACADEMIC FREEDOM

The Committee and the Association recognize that teaching is a professional endeavor, and in order to promote the creative growth and quality of the Dartmouth School System that it is desirable that the teacher exercise discretion in determining within established guidelines the substance, organization, and presentation of a course of study.

ARTICLE XXIX

EXTENDED VACATIONS

Established and publicized school vacations are not to be extended by professional staff members except for illness or extraordinary reasons. Teachers may be asked for written statements explaining any such extensions.

ARTICLE XXX

NO STRIKE

- A. The Association and the members of the bargaining unit agree that they will not cause, condone, or sanction or take part in any strike, walkout, slowdown, or work stoppage.
- B. The Association and the members of the bargaining unit individually and collectively agree that if there is a violation of this Article any or all persons violating this Article will be subject to disciplinary action, including but not limited to discharge, suspension or complete loss of seniority, and the only matter subject to arbitration is that of participation in any of the above prohibited acts.

ARTICLE XXXI

GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its activities.
- B. 1. If negotiation meetings between the Superintendent and the Association are scheduled during a school workday, appropriate 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.
2. Should a grievance reach arbitration and should it become necessary for a school representative or other representative designated by the Association to attend a hearing called by the Committee during a school day he/she will, upon notice to his principal or immediate superior and to the Superintendent by the President(s) of the Association be released without loss of pay as necessary in order to attend said hearing. Any teacher whose appearance in such hearings as witness is necessary will be accorded the same right.
- C. Teachers will be entitled to full rights of citizenship and no teacher will be disciplined or discriminated against with respect to professional employment because of his exercise of such rights.
- D. The Superintendent will, upon request, provide the Association with any non-personal public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this agreement.
- E. As soon as possible after official School Committee meetings, the Administration will make available to the Association accepted and released copies of minutes of such meetings and all other printed materials that are made available to the public and distributed at such meetings. A copy of the official agenda of any upcoming meetings, and any attached documents of a public nature, shall be transmitted to the President of the Association (or his designee) prior to said meetings.
- F. The Association will notify the Superintendent of all upcoming meetings it may have for its full membership. Agendas will be made available as will copies of all printed material of a public nature distributed to its membership. The Association will notify the Superintendent of any upcoming meeting for the full faculty of any given school or schools.
- G. An agreed-upon number of copies of this Agreement will be printed and made available electronically at joint expense of the Committee and the Association. Copies will be provided to the Association and to the Committee.
- H. This Agreement constitutes a part of Committee policy for the term of said Agreement, and the commitments contained herein and given them full force and effects as

Committee and Association policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

- I. If any provision of this Agreement or any application to 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.
- J. The Association shall furnish the Superintendent with a list of its officers and building representatives and shall, as soon as possible, notify the Superintendent in writing of any change herein.
- K. Each party to the agreement shall furnish the other with the names of any person or persons empowered by it to conduct negotiations.
- L. This Agreement is subject to all applicable Federal, State, and Local Laws now or hereafter in effect and to rulings of the Massachusetts Board of Education having the effect of law.
- M. Association representatives shall be granted, at the discretion of the Superintendent, time necessary, up to a total of ten (10) days to attend to any legitimate union business. The names of all representatives will be submitted to the Superintendent as soon as practicable and under normal circumstances not later than two (2) weeks prior to the date of the conference or convention. The Superintendent will not exercise his discretion unreasonably.
- N. Teachers who live outside Dartmouth may enter their children who reside with them into the Dartmouth Public Schools tuition free. Preschool children may attend Dartmouth Public Schools preschool, but are responsible for paying the same tuition rate as Dartmouth residents. Enrollment for preschool age students will be filled first by Dartmouth residents. Those slots unfilled as of July 1st will be open to children of teachers on a lottery basis.
- O. Pursuant to the provisions of Section 12, of Chapter 150E of the Commonwealth of Massachusetts, it is agreed that:
 - a. As a condition of his/her employment while this agreement shall continue in effect every employee covered by this agreement, who is not a member of the Association, shall pay by cash or by payroll deduction to the Association, an Agency Service Fee equal to costs for negotiation and administration of the Agreement up to 100% of the dues of the Dartmouth Educators Association, the Massachusetts Teachers Association, and the National Education Association.
 - b. Payment of the Agency Fee shall be in accordance with the schedule established for payment of Association dues and the dues of other professional organizations required for Association membership, provided, however, that in no case shall such payments be required before the 30th day next following the date of the beginning of the employee's employment.

- c. Prior to September 1st each year, the Treasurer of the Association will submit a letter to the Town Treasurer and to the Superintendent of Schools certifying the amount of dues for the current school year.
- P. Teachers will have five (5) school days after grades close to post their grades, provided, however, grades must be posted no later than June 30th.
- Q. All Elementary School teachers within the Dartmouth School System shall have tentative rosters available through the student information system two weeks prior to the first day of school and secondary school teachers one week prior to the first day of school. The parties acknowledge that student rosters are tentative and may change prior to the first day of school.

ARTICLE XXXII

REDUCTION IN STAFF

In the event it becomes necessary to reduce the number of teachers within the school system to the extent provided by statutes, then no teacher with professional status shall be laid off if there is a teacher without professional status serving in a position that a teacher with professional status is qualified to fill.

The discipline categories are:

Elementary Teachers (Pre-K-5)	Math (5-8)
Secondary English (9-12)	English (5-8)
Secondary Science (9-12) (by content)	Science (5-8)
Secondary Math (9-12)	Social Studies (5-8)
Secondary Social Studies (9-12)	Middle School Humanities (5-8)
Secondary Foreign Language (9-12)	Middle School Math/Science (5-8)
Secondary Business (9-12)	Foreign Language (5-12)
Unified Arts; Art, Music, PE	
Middle School Guidance (6-8)	
Secondary Guidance (9-12)	Instructional Coaches (PK-8)
Special Education Teachers	Outreach Workers
Secondary Librarians (9-12)	Librarians (K-8)
Lead Teachers/Instructional Coaches	School Psychologists
	OT, PT., Speech Therapists
	Reading Specialists

If a teacher in the discipline of Special Services or by Individual Category, Librarian or Guidance is to be reduced and if that teacher had previously taught in another discipline, that teacher shall be considered for the purpose of reduction in force, as a member of that teacher's previous discipline.

For the purposes of a reduction in force, job performance and the best interest of the students shall be determinative. Factors to be considered include each teacher's overall rating on his/her two most recent summative evaluation reports, as generated per the Evaluation System negotiated by the parties (except that no distinction shall be made between the overall

performance ratings of proficient and exemplary) and work history. When such factors are equal, preference for retention shall be given to the teacher with the greatest seniority.

Except in unusual circumstances, a teacher so affected by a reduction in staff shall be notified by April 15th of the school year preceding the school year in which the reduction is to be effected, but in no event, later than May 15th.

A teacher reached for reduction in staff pursuant to this Article shall be able to bump any less senior teacher in any other discipline in which he/she is licensed, provided such bumping rights are restricted to the teacher's building level (i.e. grades pre-K - 5, 6-8, 9-12) except in cases where the Superintendent determines there is a significant difference in the qualifications the Superintendent deems most appropriate for the position. Any such determination shall not be arbitrary or capricious.

Teachers who are on lay-off because of reduction in staff shall, for the first two years after the effective date of lay-off, retain recall rights to fill vacancies and new positions for which they are licensed at the time of the RIF. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire. The responsibility for providing up to date information on changes in status (including licensure) shall rest with the teacher.

While members of the bargaining unit continue on lay-off, the Committee agrees not to hire any new teachers unless no teacher on lay-off is qualified to fill a position.

The status of teachers with respect to their professional teacher status shall not be altered by a lay-off. Teachers with professional status who are recalled shall be recalled with professional status and teachers without professional status shall be credited with all prior service within the system for purposes of establishing three years of continuous service toward professional status. All teachers, if recalled, will be credited with all benefits accrued up to the time of lay-off.

Notice of recall shall be sent to bargaining unit members by the Superintendent by certified mail-return receipt requested, at their last recorded address with the committee. A response will be required within ten (10) days or the position will be considered open.

On an annual basis, not later than October 15th of each school year, the Committee shall provide the Association with a list of all bargaining unit members indicating their seniority.

ARTICLE XXXIII

WAIVER

The Association and the Committee agree that each has had a right to bargain for any provision that they wish in this contract and on matters that were or could have been discussed during negotiations except where otherwise provided in the contract each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this agreement.

ARTICLE XXXIV

JOB SHARING

Job sharing shall be available to all bargaining unit members. The specifics of the job sharing arrangement shall be worked out by the involved teachers, the Association and the Superintendent. The decision of the Superintendent, including the decision not to allow job sharing in a particular situation shall be final and not grievable.

ARTICLE XXXV

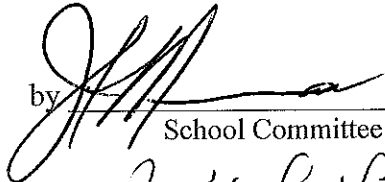
DURATION

The provisions of this Agreement shall be effective on September 1, 2016 and will continue in full force and effect through August 31, 2019.


IN WITNESS WHEREOF, the parties to this Agreement have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of

December 21, 2017

DARTMOUTH SCHOOL COMMITTEE

by  School Committee Chairman *vice chairman*

DARTMOUTH EDUCATORS ASSOCIATION

by  Denise M. Vieira
DEA President(s)

APPENDIX A

SALARY SCHEDULE

1. Teachers shall be paid in forty-two (42) equal installments throughout the school year from September to June. Provided that if it is approved by Town Hall, teachers may opt to receive their salary in forty-two installments during the school year and a lump sum check in June. Payroll shall be processed through direct deposit with a printed stub provided to all employees.
2. Additions to and deductions from a teacher's salary shall be made at the daily rate of $1/182$ x the teacher's annual salary.
3. Teachers with twenty (20) years of service in the Dartmouth School system will be entitled to a salary increase of \$500 over and above the applicable step in the then existing salary schedule in the final year before retirement. In order to receive such adjustment in salary schedule, the teacher must provide to the Superintendent by October 1st, a letter of resignation for the purpose of retirement, irrevocable and effective at the end of that school year or prior to the ninety-second day of the following school year. If unforeseen circumstances arise which are beyond the control of the teacher and which mitigate the decision to retire, the Superintendent, upon review of such circumstances, may permit the revocation of the resignation.
4. Teachers with twenty-five (25) years of service in the Dartmouth School System, who were members of the collective bargaining unit as of September 30, 1993, shall receive \$3,500 in accordance with the provisions set forth above. Teachers with twenty-five (25) years of service in the Dartmouth School System, who were not members of the collective bargaining agreement as of September 30, 1993, shall receive \$1,000 in accordance with the provisions set forth above.
5. Before May 1st of the year of retirement, the teacher must submit satisfactory evidence that notice of retirement has been given to the Massachusetts Teachers' Retirement Fund. Failure to submit such evidence will result in the deduction of \$500 from the succeeding paychecks.
6. Salary step increases are not automatic but rather based upon satisfactory performance. After the first year of unsatisfactory performance, the teacher will be given a warning. After the second year of unsatisfactory performance, the step increase will be withheld. The withholding of a step increase is subject to the just cause provision of the contract. If a step increase is withheld, the teacher shall be given assistance in accordance with the provisions of the supervision evaluation program adopted by the School Committee.
7. Teachers with fifteen (15) years (complete Sept-June) of continuous service in the Dartmouth Schools shall receive a payment of \$1500.
8. Teachers with twenty (20) years of continuous service in the Dartmouth Schools shall receive a payment of \$1600.
9. Teachers with twenty-five (25) years of continuous service in the Dartmouth Schools shall receive a payment of \$1700.

10. Teachers with thirty (30) years of continuous service in the Dartmouth Schools shall receive a payment of \$1800.
11. Payment for the “continuous service” benefit shall be made during the first pay period in December. Retiring and separating teachers will receive the “continuous service” benefit earned during their last year of employment in June.
12. Teachers shall not receive credit towards a higher salary schedule for course work involving “student teaching” required for initial licensure.
13. Outreach Workers shall be covered by liability insurance paid for by the school department.
14. Compensation/Work Year

The work year and the basis of payment for the following positions shall be:

<u>Position</u>	<u>Work Year</u>	<u>Basis for payment</u>
DHS Social Workers	192 day	Teacher salary/additional 10 days per diem
K-8 Guidance Facilitator	215 days	Teacher salary/ DH stipend/Additional 33 days per diem
HS & MS Guidance Counselor(s)	192 days	Teacher salary/Incl. Additional 10 days per diem basis.
DMS Adjustment Counselor	192 days	Teacher salary/Incl. Additional 10 days per diem basis
Lead Teacher/Instructional Coach (HS)		Stipend: \$3,641
Beginning in year 3 the two paragraphs below are deleted:		
8 or more department members:		1 Teaching Period 2 Coaching Periods 1 Preparation Period
7 or less department members:		2 Teaching Periods 1 Coaching Period 1 Preparation Period

FY17 Teacher's Salary Schedule
2% Increase to all Steps

	B	B+15	B+30	M	M+15	M+30	M+45	M+60
Step 1	\$45,730	\$46,995	\$47,633	\$48,264	\$49,535	\$50,808	\$52,077	\$53,349
Step 2	\$46,995	\$48,264	\$48,904	\$49,535	\$50,808	\$52,079	\$53,349	\$54,620
Step 3	\$48,264	\$49,535	\$50,173	\$50,808	\$52,077	\$53,349	\$54,620	\$55,890
Step 4	\$50,175	\$51,468	\$52,078	\$52,712	\$53,982	\$55,256	\$56,524	\$57,797
Step 5	\$52,077	\$53,349	\$53,982	\$54,620	\$55,890	\$57,160	\$58,429	\$59,702
Step 6	\$53,982	\$55,256	\$55,890	\$56,524	\$57,797	\$59,067	\$60,336	\$61,607
Step 7	\$55,890	\$57,160	\$57,792	\$58,429	\$59,702	\$60,971	\$62,240	\$63,510
Step 8	\$57,797	\$59,067	\$59,703	\$60,336	\$61,607	\$62,877	\$64,147	\$65,415
Step 9	\$59,702	\$60,971	\$61,607	\$62,240	\$63,510	\$64,778	\$66,051	\$67,409
Step 10	\$63,884	\$65,148	\$65,780	\$66,410	\$67,676	\$68,938	\$70,203	\$71,465
Step 11	\$71,559	\$74,459	\$75,187	\$75,909	\$77,362	\$78,807	\$81,419	\$83,154

FY18 Teachers' Salary Schedule
1.5% Increase to All Steps

	B	B+15	B+30	M	M+15	M+30	M+45	M+60
Step 1	\$46,416	\$47,700	\$48,347	\$48,988	\$50,278	\$51,570	\$52,858	\$54,149
Step 2	\$47,700	\$48,988	\$49,638	\$50,278	\$51,570	\$52,860	\$54,149	\$55,439
Step 3	\$48,988	\$50,278	\$50,926	\$51,570	\$52,858	\$54,149	\$55,439	\$56,728
Step 4	\$50,928	\$52,240	\$52,859	\$53,503	\$54,792	\$56,085	\$57,372	\$58,664
Step 5	\$52,858	\$54,149	\$54,792	\$55,439	\$56,728	\$58,017	\$59,305	\$60,598
Step 6	\$54,792	\$56,085	\$56,728	\$57,372	\$58,664	\$59,953	\$61,241	\$62,531
Step 7	\$56,728	\$58,017	\$58,659	\$59,305	\$60,598	\$61,886	\$63,174	\$64,463
Step 8	\$58,664	\$59,953	\$60,599	\$61,241	\$62,531	\$63,820	\$65,109	\$66,396
Step 9	\$60,598	\$61,886	\$62,531	\$63,174	\$64,463	\$65,750	\$67,042	\$68,420
Step 10	\$64,842	\$66,125	\$66,767	\$67,406	\$68,691	\$69,972	\$71,256	\$72,537
Step 11	\$72,632	\$75,576	\$76,315	\$77,048	\$78,522	\$79,989	\$82,640	\$84,401

FY19 Teachers' Salary Schedule
1.5% Increase to All Steps

	B	B+15	B+30	M	M+15	M+30	M+45	M+60
Step 1	\$47,112	\$48,416	\$49,072	\$49,723	\$51,032	\$52,344	\$53,651	\$54,961
Step 2	\$48,416	\$49,723	\$50,383	\$51,032	\$52,344	\$53,653	\$54,961	\$56,271
Step 3	\$49,723	\$51,032	\$51,690	\$52,344	\$53,651	\$54,961	\$56,271	\$57,579
Step 4	\$51,692	\$53,024	\$53,652	\$54,306	\$55,614	\$56,926	\$58,233	\$59,544
Step 5	\$53,651	\$54,961	\$55,614	\$56,271	\$57,579	\$58,887	\$60,195	\$61,507
Step 6	\$55,614	\$56,926	\$57,579	\$58,233	\$59,544	\$60,852	\$62,160	\$63,469
Step 7	\$57,579	\$58,887	\$59,539	\$60,195	\$61,507	\$62,814	\$64,122	\$65,430
Step 8	\$59,544	\$60,852	\$61,508	\$62,160	\$63,469	\$64,777	\$66,086	\$67,392
Step 9	\$61,507	\$62,814	\$63,469	\$64,122	\$65,430	\$66,736	\$68,048	\$69,446
Step 10	\$65,815	\$67,117	\$67,769	\$68,417	\$69,721	\$71,022	\$72,325	\$73,625
Step 11	\$73,721	\$76,710	\$77,460	\$78,204	\$79,700	\$81,189	\$83,880	\$85,667

APPENDIX B

Staff Members

- A. All positions included under this Appendix shall be posted when vacant. Appointments to these positions shall be made annually. When in judgment of the Superintendent or his/her designee, an incumbent who desires to be reappointed has performed satisfactorily, as demonstrated by evaluations, no reappointment shall be necessary and the incumbent shall be continued. Incumbents not being recommended for reappointment (under Appendix B) shall be notified in writing by the Superintendent or his/her designee.
- B. Employment as a teacher in the Dartmouth Public Schools is preferred for appointment to any position contained in Appendix B. This preference is not applicable to retired teachers/coaches who held a position or positions previously.
- C. All individuals holding Appendix B positions shall be evaluated annually in a manner consistent with the district's teacher evaluation model.
- D. All summer services will be paid the same as the yearly workshop rate (\$29.41).

Guidelines for Starting, Re-establishing or Revoking a Club at Dartmouth High School

Any student interested in starting a club should follow these procedures:

1. Demonstrate that there is student interest (survey, petition, letters of interest, etc.)
2. Find a willing faculty sponsor
3. Write a proposal that explains the following:
 - a. The purpose of the club
 - b. Planned activities including the substance of regular meetings, fundraisers, events
 - c. Student leadership structure
 - d. How this club contributes to student life and/or the school community
4. Proposals must be submitted prior to October 1st if the club wants to run in the current school year.

Upon probationary approval the club should establish meeting dates, times, place. For the first year of the club the "faculty sponsor" will advise and supervise the group on a volunteer basis. At the end of the school year a determination will be made as to the sustainability of the club.

Possible outcomes:

1. The club is not approved
 - a. because participation is not consistent, or
 - b. because it does not serve the school community in a positive manner, or
 - c. activities of club are not consistent with what was initially proposed.
2. The club continues on a probationary period for another year to try to increase participation and impact on the school community.
3. The club is recognized as a sanctioned club by the School Committee upon recommendation from the Dean of Student Life and Principal.
 - a. Upon recognition of the club, the advisor position will then become a stipend position and will be posted as an open position for faculty to apply.
 - b. The Superintendent and DEA representatives will collaborate to determine how to apply requirements of the contract.
 - c. Once the Superintendent and the DEA agree the club will be added to Appendix B of the current contract.

Revoking previously sanctioned clubs:

1. Clubs may be eliminated for the following reasons:
 - a. purpose and activities are inconsistent with the goals of the school, district and/or community,
 - b. the club does not have a faculty advisor for two straight academic years,
 - c. the club duplicates the activities or mission of another club (in which case one club can be absorbed by the other).
 - d. No clubs shall be discontinued for arbitrary and capricious reasons.

Removing Clubs from Appendix B:

1. The Superintendent and DEA representatives will discuss why the club(s) is being discontinued.
 - a. The Superintendent or her/his designee agrees to meet with the DEA once a year to update the clubs listed in Appendix B. Any clubs that are deemed inactive shall be removed from Appendix B.
 - b. It will be the responsibility of the Superintendent or his/her designee to keep an accurate record of current clubs, advisors and stipend amounts.
 - c. The DEA will be furnished a list no later than October 15th of the clubs that are going to be active for that school year.

Clubs and Stipends

The following is the list of clubs and activities that are paid under Appendix B of the Collective Bargaining Agreement.

Club/Activity	Stipend
Senior Class Advisor (2)	\$2,928
Junior Class Advisor (2)	\$2,288
Sophomore Class Advisor (2)	\$1,875
Freshman Class Advisor (2)	\$1,625
A cappella	\$500
After Prom Advisor	\$4,364
After Prom Assistant Advisor	\$1,874
Age of Empires	\$500
Art Club	\$2,246
Chess Club	\$1,126
Forensics and Debate	\$1,411
DECA	\$2,161
Drama Club Advisor	\$4,364
Drama Club Assistant Advisor	\$1,874
Destination Imagination	\$2,161
Engineering	\$1,673
Environmental	\$958
Foreign Language	\$1,126
GSA	\$520
Homework Hangout	\$2,500
Key Club	\$1,673
Literary Magazine	\$876
Math League	\$3,054
Medical Careers	\$751
National Honor Society	\$1,526
Psychology Club	\$876
Robotics	\$1,673
School Musical Choreographer	\$2,681
School Musical Director	\$3,752
School Musical Assistant Director	\$3,216
School Publication	\$1,748
Student Council	\$2,037
Student Opportunities	\$1,072
Yearbook	\$5,248
TV/Video	\$2,500
Youth and Government	\$2,394
Dartmouth Middle School Stipend Positions	
After School Program Coordinator	\$3,000
Drama Club Advisor	\$2,500
Drama Club Assistant Advisor	\$1,500
National Junior Honor Society	\$1,500
Yearbook	\$2,000

APPENDIX C

Staff Code of Conduct

The Dartmouth Public Schools expects all staff members, including all non-instructional staff, to comply with the District's policies and procedures, applicable laws, statutes, and regulations. All employees are required to participate in a CORI check every three years as mandated by the state of Massachusetts. Offenses listed in a CORI check will be handled discreetly and will be reviewed by the Superintendent and/or designee for disciplinary action if necessary.

All staff members need to conduct themselves in a professional, courteous, and respectful manner that not only represents the district and his/her school, but to also set an example for our students to emulate. Therefore, it is important to come to work on time, ready to fulfill your responsibilities to the best of your capabilities, and to care for and protect the district's legal responsibility for the safety and welfare of our students.

Employees are prohibited to smoke on school property as well as to come to work while under the influence or in possession of alcohol or narcotics or controlled substances unless it is prescribed by a legal physician. If using a controlled substance prescribed by a legal physician, the employee must still be able to perform his/her job responsibilities.

The district has a strong commitment to maintain a school and work environment free of harassment, bullying, and discrimination based on race, color, religion, gender, national origin, age, disability, homelessness, sex, or sexual orientation. To reinforce our commitment, all staff members are required to attend the annual harassment training and to sign off on the training. Harassment of any type occurring during the workplace or in other settings connected to the workplace is a very serious offense which will not be tolerated. Retaliation against individuals for cooperating with a harassment complaint and/or investigation is also a very serious offense which will not be tolerated. Employees should refer to the District's Civil Rights Handbook for a complete listing of what constitutes harassment and discrimination as well as to what steps the district will take into complaints of such nature.

As representatives of the Dartmouth Public Schools, it is important that we all treat each other with respect and work together as a team in a harmonious way. We are all held to the highest standards regardless of position, and any misconduct will be dealt with accordingly. Employees can refer to his/her contract for grievance procedures.

Administrators will make every reasonable effort to take appropriate steps to provide that employees shall not be subjected to inappropriate language or behavior by a parent or other person in the performance of their duties.

Appendix D
Virtual Learning/Online Learning

No teacher will be laid off, displaced, replaced, demoted, or transferred as a result of virtual/online learning. Lead teachers/instructional coaches shall serve as the facilitator for online learning for their department/content area.

Music Stipends	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
DHS Band Director	\$9,008	\$9,225	\$9,454	\$9,671	\$9,902	\$10,475
DHS Assistant Band Director	\$4,500	\$4,612	\$4,730	\$4,839	\$4,954	\$5,242
DMS / Elem Band Director	\$3,089	\$3,311	\$3,535	\$3,757	\$3,983	\$4,353
Strings / Orchestra	\$3,089	\$3,311	\$3,535	\$3,757	\$3,983	\$4,353
Majorette Advisor	\$2,873	\$3,097	\$3,437			
Percussion Advisor	\$2,873	\$3,097	\$3,437			
Indoor Percussion Advisor	\$2,909					
Woodwind Advisor	\$2,873	\$3,097	\$3,437			
Colorguard Advisor	\$2,873	\$3,097	\$3,437			
Indoor Colorguard Advisor	\$2,909					
Brass Advisor	\$2,873	\$3,097	\$3,437			
Middle / High Choral	\$910	\$1,136	\$1,406			

Building Technology Coordinator / AV Coordinator	
DHS	\$2,644
DMS	\$2,391
Cushman	\$1,011
DeMello	\$1,379
Potter	\$1,379
Quinn	\$1,379

Athletic Stipends	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fall Athletics						
Cheerleading Head	\$2,971	\$3,082	\$3,198	\$3,309	\$3,421	\$3,656
Cheerleading Assistant	\$1,931	\$2,003	\$2,079	\$2,151	\$2,224	\$2,376
Cross Country Head	\$2,762	\$2,986	\$3,208	\$3,430	\$3,659	\$4,018
Cross Country Assistant	\$1,798	\$1,940	\$2,086	\$2,231	\$2,378	\$2,612
Field Hockey Head	\$3,331	\$3,487	\$3,775	\$4,000	\$4,222	\$4,604
Field Hockey Assistant	\$2,113	\$2,278	\$2,390	\$2,498	\$2,607	\$2,820
Football Head	\$9,291	\$9,514	\$9,736	\$9,963	\$10,185	\$10,773
Football Assistant	\$6,038	\$6,150	\$6,265	\$6,374	\$6,486	\$6,833
Golf Head	\$2,040	\$2,264	\$2,486	\$2,710	\$2,934	\$3,265
Soccer Head	\$3,331	\$3,487	\$3,775	\$4,000	\$4,234	\$4,604
Soccer Assistant	\$2,113	\$2,278	\$2,390	\$2,498	\$2,607	\$2,820
Unified Basketball Head	\$1,224	\$1,358	\$1,491	\$1,626	\$1,760	\$1,959
Unified Basketball Assistant	\$795	\$882	\$969	\$1,056	\$1,144	\$1,273
Volleyball Head	\$2,611	\$2,834	\$3,060	\$3,283	\$3,506	\$3,859
Volleyball Assistant	\$1,697	\$1,810	\$1,922	\$2,034	\$2,145	\$2,339
Winter Athletics						
Basketball Head	\$6,316	\$6,538	\$6,761	\$6,988	\$7,212	\$7,696
Basketball Assistant	\$4,109	\$4,218	\$4,330	\$4,441	\$4,553	\$4,830
Cheerleading Head	\$2,971	\$3,082	\$3,198	\$3,309	\$3,421	\$3,656
Cheerleading Assistant	\$1,931	\$2,003	\$2,079	\$2,151	\$2,224	\$2,376
Ice Hockey Coach	\$4,960	\$5,180	\$5,402	\$5,630	\$5,853	\$6,290
Ice Hockey Assistant	\$3,226	\$3,333	\$3,444	\$3,556	\$3,667	\$3,913
Winter Track Head	\$3,982	\$4,207	\$4,426	\$4,650	\$4,874	\$5,276
Winter Track Assistant	\$2,588	\$2,700	\$2,813	\$2,921	\$3,033	\$3,254
Spring Athletics						
Baseball Head	\$3,982	\$4,207	\$4,426	\$4,650	\$4,874	\$5,276
Baseball Assistant	\$2,588	\$2,700	\$2,813	\$2,921	\$3,033	\$3,254
Lacrosse Head	\$3,331	\$3,487	\$3,775	\$4,000	\$4,234	\$4,604
Lacrosse Assistant	\$2,113	\$2,278	\$2,390	\$2,498	\$2,607	\$2,820
Sailing Head	\$2,762	\$2,986	\$3,208	\$3,430	\$3,659	\$4,018
Sailing Assistant	\$1,798	\$1,940	\$2,086	\$2,231	\$2,378	\$2,612
Softball Head	\$3,982	\$4,207	\$4,426	\$4,650	\$4,874	\$5,276
Softball Assistant	\$2,588	\$2,700	\$2,813	\$2,921	\$3,033	\$3,254
Tennis Head	\$2,223	\$2,446	\$2,666	\$2,892	\$3,115	\$3,458
Track Head	\$3,982	\$4,207	\$4,426	\$4,650	\$4,874	\$5,276
Track Assistant	\$2,588	\$2,700	\$2,813	\$2,921	\$3,033	\$3,254
Unified Track Head	\$1,632	\$1,811	\$1,988	\$2,168	\$2,347	\$2,612
Unified Track Assistant	\$1,060	\$1,177	\$1,292	\$1,409	\$1,525	\$1,697
Faculty Manager	\$3,501	\$3,724	\$3,948	\$4,170	\$4,392	\$4,780
Strength and Conditioning	\$14,880	\$15,540	\$16,206	\$16,890	\$17,559	\$18,870
Trainer Head	\$14,940	\$15,449	\$15,978	\$16,504	\$17,049	\$18,052
Trainer Assistant	\$10,580	\$10,928	\$11,290	\$11,661	\$12,046	\$12,754