



AGREEMENT

Between

NORTH MIDDLESEX REGIONAL SCHOOL
DISTRICT SCHOOL COMMITTEE

and

NORTH MIDDLESEX REGIONAL SCHOOL
DISTRICT
TEACHERS ASSOCIATION

July 1, 2021- June 30, 2024

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This Agreement is made and entered into effect July 1, 2021 by and between the North Middlesex Regional School District Committee, hereinafter referred to as the Committee, and the North Middlesex Regional School District Teachers Association, hereinafter referred to as the Association.

WITNESSETH

WHEREAS, the parties have entered into a collective bargaining agreement effective July 1, 2021, which Agreement was to continue in full force and effect until June 30,2024; and

WHEREAS, the parties have been engaged in collective bargaining negotiations concerning an extension of said Agreement and have arrived at agreement and wish to extend said Agreement on the following terms.

NOW, THEREFORE, the parties each in consideration that the other joins herein, agree that said Agreement is amended as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

A. For the purposes of collective bargaining with respect to salaries, wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following employees of the North Middlesex Regional School District:

1. Full time and regular part-time professional teachers
2. Title One Teachers
3. Tutors
4. School Psychologists
5. School Counselors
6. School Adjustment Counselors
7. Speech and Language Pathologists
8. Occupational Therapists

B. Excluding the following:

1. Superintendent
2. Associate Superintendent
3. Assistant Superintendent
4. Principals
5. Assistant Principals
6. Director of Special Education
7. Athletic Director
8. Dean of Students
9. Associate Principal
10. Substitute Teachers
11. Directors and Coordinators of the District
12. All Other Employees

The teachers and other employees shall jointly be referred to as the Association or employees and shall include Title 1 and other Tutors whose terms and conditions are set forth in Article 15. All regular part-time employees shall have their benefits prorated.

Recognizing that our prime purpose is to provide education of the highest quality for the children of the North Middlesex Regional School District, and that good morale within the teaching staff of the District is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Ashby, Townsend, and Pepperell, Massachusetts, is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. In the event that any part or provision of this Contract is in conflict with any law or by-law, such law or by-law shall prevail so long as such conflict exists.

2. The Superintendent of Schools of the North Middlesex Regional School District, hereinafter referred to as the "Superintendent," has the responsibility of carrying out the policies so established.
3. The teaching staff of the public schools of the North Middlesex Regional School District has the responsibility for providing in the classrooms of the schools, education of the highest possible quality.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange 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.
5. To give effect to these declarations, the provisions of this Contract are hereby adopted.
6. For the purposes of collective bargaining with the respect to the salaries, wages, hours 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 teaching employees and other employees of the Committee as described above.

ARTICLE 2 - DURATION

- A. This Contract shall continue in effect to and including June 30, 2024, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October 1 next prior to the expiration of the Contract herein involved, either the Committee or the Association shall have given the other written notice of its intent to modify or terminate this Contract.
- B. If after a one hundred twenty (120) day period of time from the first meeting of the Committee and the Association, and during which negotiations are taking place for either a successor agreement or pursuant to a re-opening of the agreement as above provided, the Committee and the Association fail to reach agreement, either may petition the State Department of Labor Relations to initiate mediation in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions:

1. A “grievance” is an alleged violation of a specific provision of this Agreement and/or the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. A “grievant” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Rules

1. Every effort shall be made by the professional staff member and his/her immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.
2. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specific time limits shall be deemed to be acceptance of the decision rendered at the level, and a waiver of the complaint and the right to proceed further under the grievance procedure.
3. No reprisal of any kind shall be taken by any party to Agreement or by the Administration against any party in interest, any witness, any member of the NMRSDTA, or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects or may affect a group or class of professional staff members from more than one building or department, or is of a general nature, may be submitted in writing by the Professional Rights and Responsibilities Committee of the NMRSDTA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to that applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations and shall be signed by the professional staff member and by the Chairperson of the Professional Rights and Responsibilities Committee.
6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

7. By mutual written agreement of the parties to a grievance proceeding, the time limits incorporated below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limited to the aggrieved professional staff member(s) and the Chairperson of the Professional Rights and Responsibilities Committee shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in progress at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits shall be increased by five (5) school days, with school days construed to mean business days.

D. Grievance Procedure

1. Since it is important that grievances be processed as rapidly as possible, the grievance or complaint shall be filed within ten (10) school days after the event on which the grievance is based or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event on which the grievance is based, but not to exceed sixty (60) school days from the event on which the grievance is based.
2. Nothing herein contained shall be construed as limiting the rights of any teacher (s) having a grievance / complaint to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without any further intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. Pursuit of an informal resolution will not extend any of the timelines set forth in the formal procedure.

E. Informal Procedure

1. The grievant(s) shall discuss the grievance with the Association's Building Representative.
2. If not disposed of to the grievant's satisfaction by such discussion, the grievance will be presented orally to the appropriate immediate supervisor of the employee, either directly or through the Association's Building Representative or Professional Rights and Responsibilities Officer with the objective of resolving the matter informally.
3. All decisions at this level shall be mutually agreed upon in a timely manner (see Level 1) and reported in writing by the building representative to the immediate supervisor within five (5) school days.

F. Formal Procedure Levels

1. Level 1 Principal: If the grievance is not settled by such discussion, or in the event that no decision is rendered at the end of five (5) school days, the employee may, within five (5) school days thereafter, request that a grievance be presented by a

member of the Professional Rights and Responsibilities Committee of the Association in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement have been violated. The principal has five (5) school days to meet with the grievant. Following this meeting, the principal has ten (10) school days to render a decision.

2. Level 2 Superintendent: In the event that the grievance is not disposed of to the satisfaction of the grievant at Level One, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance, the grievant may, within five (5) school days thereafter, submit the grievance in writing to the Superintendent of Schools (with a copy to the Principal). The Superintendent or other Central Office Administrator shall meet with the aggrieved person and representatives of the NMRSOTA within five (5) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give his/her written answer to the grievant with a copy to the PR&R chairperson within ten (10) school days of the Level Two meeting.
3. Level 3 School Committee: In the event that the grievance shall not have been satisfactorily disposed of at Level 2 or in the event that no decision has been rendered within ten (10) school days after meeting with the Superintendent, the employee may within five (5) school days thereafter, notify the said President and PR&R Chairman, in writing, of the employee's desire to have the grievance presented to the School Committee. Within five (5) school days following receipt of any such notice, the PR&R Chairman, said President, and employee shall meet to decide whether or not the Association shall present the grievance to the School Committee. If the decision is made to present the grievance to the School Committee, the grievance shall be presented in writing by the Association to the Chairperson of the School Committee within five (5) school days. The School Committee shall determine as its next regularly scheduled meeting whether the grievance presents an issue within its jurisdiction. If so, within ten (10) school days of such a meeting, a subcommittee of the School Committee will meet with the PR&R Chairperson, said President and the employee in an effort to settle the grievance. The ultimate decision on the grievance will be rendered by the School Committee at its next scheduled meeting. If the Committee determines the grievance does not present an issue within its jurisdiction, the Association may, within fifteen (15) calendar days of notification of same, file for arbitration as provided in Level 4.
4. Level 4 arbitration: if the grievance or dispute is not resolved at the end of Level 3 and it involves the claimed violation of an arbitral provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within fifteen (15) calendar days of the District's final answer in a preceding step. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be within the District unless otherwise agreed to by the parties involved. The arbitrator shall not have the

authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not able to be arbitrated under this Agreement.

G. Waiver of Grievance

1. If at the end of ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented as in the procedure set forth in Section E, 2 or Section F, 1 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore by the said Section.

ARTICLE 4 - MANAGEMENT RIGHTS AND EMPLOYEE RIGHTS

- A. This Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of the North Middlesex Regional School District charged with the responsibility for quality education in, and the efficient and economical operation of, the district School System, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the public schools of said District.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth of the rules and regulations of any agencies of the Commonwealth except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the District retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law.

- B. Employees shall have, and shall be protected in the exercise of the right to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful associations and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

In the exercise of these rights, all employees shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination with respect to Association membership or non-membership in regard to professional teacher status, promotion or other conditions of employment.

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities. No teacher shall be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

All of the above rights may be exercised so long as they do not interfere with employees' professional or contractual obligations.

- C. The Association will receive an updated list of new teachers annually by September 15.

D. Agency Service Fee

1. Commencing on September 1, 2012, all new employees who are members of the bargaining unit shall be required to pay an agency fee unless they become members of the Association no later than the 30th of September. Said fee will be an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract and administration and other permissible charges except that in no case shall the fee be greater than the annual combined dues of the NMRSD Teachers Association, the Massachusetts Teachers Association and the National Education Association.
2. The agency fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Treasurer of the Association as provided in Section 170 of Chapter 180 of the General Laws.
3. No teacher shall be denied employment for refusing to pay said agency fee. However, failure on the part of the bargaining unit member to pay such assessment to the Treasurer of the Association by December 31st of each school year, provided proper notification has been given, will entitle the Association to seek the assessment through proper legal channels.
4. The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee, and it will allow one representative of the Association such paid release as is reasonably necessary for court appearances to collect the fee.
5. The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of the agency fee agreement, including, but not limited to, any legal expenses incurred.
6. In the event of conscientious objection to payment of the agency fee, a member of the bargaining unit may pay the amount to the North Middlesex Teachers Association Scholarship Fund by January 1.
7. The terms of this provision are enforceable on an annual basis, and is the responsibility of the Association to inform members, including newly hired members, of its terms.

COMPLAINTS

1. No material that is without merit and is derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the

copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material within ten (10) school days and that answer shall be reviewed by the Superintendent. The Superintendent's decision whether or not to include the material in the folder shall be forwarded to the teacher within ten (10) school days of receipt of the teacher's written consent.

2. Any serious complaint(s) regarding a teacher's professional performance made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher, verbally first, before in writing, and may be placed in the teacher's file, if the procedures in C above have been adhered to by the parties concerned.
3. No teacher is to be reprimanded or disciplined by a school or district administrator unless it is done in private and with good cause. An employee shall be entitled to have a representative of the Association present if required to meet with administrative personnel during the investigation of an alleged infraction of discipline or delinquency in professional performance that might lead to the discipline of the employee.

USE OF FACILITIES

1. The Association upon prior approval, after submitting a *Use of Facilities* form, shall have the right to use school buildings without cost at reasonable times for meetings. Upon request, the Principal of the building shall assign, in advance of the time, a place for all such meetings.
2. The Association shall have the right to use athletic facilities and equipment at all schools without cost one evening each week, when school is in session on that day.
3. The District agrees to maintain all teacher facilities in existing buildings.

ARTICLE 5 - PAYROLL DEDUCTIONS

A. Dues Deduction

1. Upon written request from an individual employee the Committee agrees to deduct from the salaries of its employees dues for the North Middlesex Regional School District Teachers Association, Massachusetts Teachers Association, and the National Education Association and for any other aforementioned associations as said employees, individually, and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such association or associations.

B. Cafeteria 125 Plan (Flexible Spending Account)

1. The Committee will make available, on a voluntary basis, a pre-tax program for medical and dependent care flexibility spending account.
2. Enrollment in this program is subject to IRS rules and regulations and the open enrollment period and rules of the Flexible Spending Account (FSA) advisor for the plan year which begins July 1.

C. Tax-Sheltered Annuities

1. Teachers shall be eligible to participate in tax-sheltered annuities as provided under federal law.
2. The choice of plan administrator or vendor for tax-sheltered annuity plans to be joined by the teachers shall be subject to mutual agreement by District and Association and subject to IRS rules and regulations.

ARTICLE 6 - COMPENSATION

A. Initial Placement on Salary Schedule

1. The initial salaries of teachers shall be set by the Superintendent on the existing salary schedule, appraising training, experience and other qualifications in relationship to the position being filled.
2. All candidates for teaching positions must possess at least a Bachelor's degree, substantial preparation in their teaching field, hold an appropriate teaching license from the Massachusetts Department of Elementary and Secondary Education and meet the Highly Qualified requirements set forth by the Department. It is the responsibility of the teacher to maintain appropriate licensure within the Commonwealth of Massachusetts Department of Education regarding his/her teaching assignment. Evidence of current appropriate licensure must be on file in order to maintain employment in the North Middlesex Regional School District.
3. Exceptions to this section may be made as set forth in other sections of this Agreement.

B. Disbursement of Salary: Annual employees' salaries earned in the ten month period will be spread over a twelve month period pay in 26 equal payments – 1/26th of the contract payable bi-weekly on each payday as set forth in the pay period schedule in Appendix A.

1. Direct Deposit

- a) Employees must enroll in direct deposit by completing an Authorization for Direct deposit forms, which is available in the business office.
 - b) Employees must receive an electronic direct deposit receipt instead of a hard copy.
2. All employees under annual contract will be paid their salary in the following manner:
 - a) Salary will be paid in 26 equal payments – 1/26th of the contract payable bi-weekly on each payday commencing on the first payroll of the new school year. In order to receive pay in this manner an employee must be enrolled in the electronic direct deposit receipt process.
 - b) Employees may elect to receive the salary due for the months of July and August in one **lump-sum** payment on the last scheduled teacher work day by requesting in writing to the Superintendent of Schools on or before May 1st, preceding the school year of implementation.

- c) The employee will continue to be paid consistent with the pay schedule options outlined above, until such time as he/she notifies the Superintendent in writing by the May 1st preceding the school year he/she wishes the change.
3. A teacher entering or leaving the school district during the school year shall receive as a total salary his/her annual salary divided by the number of scheduled workdays and multiplied by the number of days he has been employed, excluding all unauthorized absences.
4. The salary provided teachers protected by this salary schedule is deemed by School Committee and teachers to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or in the event of death to his/her executor or administrator.
5. Part-time employees working less than ½ time: Notwithstanding any provision of this agreement to the contrary, part-time employees working less than 0.5 FTE shall be paid on a bi-weekly basis for the hours worked in the pay period and shall not be eligible to defer compensation.

C. Progression on the Salary Schedule

1. Salary increments shall become effective with the first payroll. The Superintendent reserves the right to withhold an increment for unsatisfactory service dependent on the following procedure:
 - a) A teacher will be notified in writing of the reasons by the end of January of any school year if the administration is contemplating recommending the withholding of an increment.
 - b) A meeting will be held with the teacher's immediate supervisor within five (5) days of notification to discuss a remedial program.
 - c) Teachers will receive written notification prior to June 15 if their increment is to be withheld. Said notification shall include the reasons for the withholding of the increment.
2. Normal step increments are awarded based on satisfactory service. Employees taking leaves of absence must be on the payroll for ninety (90) workdays or other days for which compensation is received, e.g. sick days, for purposes of receiving step increases.

3. Conditions for Course Credit

- a) To receive credit for courses taken as part of the teachers' special field of study, or of obvious educational benefit to the system, a teacher must have the prior approval of the Superintendent or designee, unless such courses are in a degree-granting program.
- b) A grade average of "B" or better is required and no more than six (6) hours of grade "C" will be recognized for the courses taken to reach the M+30, M+45, M+60, and M+75 levels. Where universities have a grading system of pass/fail, pass will be acceptable.

4. Salary Increases

- a) An additional salary increase of \$200 will be paid only to teachers who entered the North Middlesex Regional School District on or before September 1, 1972 for:
 1. A Master's degree in the major teaching field, or
 2. Completion of thirty (30) semester hours of approved graduate study in the major teaching field, including the Master's degree.
- b) Teachers eligible to receive a maximum and/or super-maximum salary prior to the 1992-1993 school year will retain increments previously awarded.

D. Salary Classifications

1. Teachers may receive salary credits for salary schedule classification above Master's degree for courses taken before or after receipt of a Master's degree.
2. Notice of expected completion of units of fifteen (15) graduate credit or lane change credits (including M+45, M+60, and M+75) or change in degree status shall be submitted in the following manner:
 - a) Application for Change in Category must be submitted prior to January 1 of each year.
 - b) Proof of eligibility: official transcript, diploma or other verification from the college or university must be submitted to the Superintendent's office prior to the first day of school in the year in which the credit is to be effective.
 - c) The teacher is responsible for the submission of this official notice.
3. Step Placement:
 - a) Teachers at the top step of the Bachelor's column, who have taught at least 13 years, upon receipt of a Master's degree, will move to the top step of the Master's column.
4. Master's Equivalency
 - a) Superintendent reserves the right to grant MEQ status to any newly hired employee who has completed at least 33 credits beyond Bachelors status

and/or significant specialized training in programs directly related to their teaching assignment, e.g. engineering and technology will be eligible.

- b) MEQ status does not allow movement across the lanes.
- c) All current MEQ status is grandfathered for those teachers who hold MEQ for the duration of their employment in the North Middlesex Regional School District.

E. Other Professional Compensation

1. The parties agree to meet and discuss any new or existing committees within the District. This discussion will include but not be limited to addressing goals, expectations, time commitments, and compensation for those participating in committee work. All compensation for extra-curricular and co-curricular activities shall be determined pursuant to the following section of this Article. Said compensation shall be treated in all respects as regular compensation, including, but not limited to being subject to deductions required by the Mass Teachers Retirement System. The enumeration of certain classes or types of extra-curricular services and duties set forth hereinafter neither means that the District must continue these in existence nor is it intended to preclude the creation of any other extra-curricular duties not specifically included therein, provided the Association is consulted regarding the wages, hours and conditions of employment for a newly created position. Assignments to these duties and positions are subject to annual reappointment by the Superintendent who reserves the right to modify the number of individuals assigned to any activity and/or leave a position vacant for any school year.

2. Stipend Positions

a) New Positions

1. Requests for new extra-curricular stipend positions must be submitted to the full School Committee for approval.
2. Submission of such requests will be the duty of the building principal.
3. The written request must be submitted at least 1 semester in advance of the start of the stipend position.
4. Subsequent to approval, the Association and the Committee will negotiate compensation and other applicable working conditions.

b) Existing Positions

1. Any existing stipend positions may be brought up for compensation review with the superintendent.
2. Final review and approval will be the responsibility of the School Committee.
3. Request for review will be the responsibility of the person currently performing the duties of the position.

c) Compensation for extra-curricular service will be paid within 30 days of end of service. This provision excludes compensation for special education summer school.

d) Department Heads

1. The high school principal in collaboration with the district and building administrative teams will determine the number and configuration of the departments.
2. Appointment of Department Heads for the following year shall be made by June 15 of each school year.
3. Department Heads shall receive compensation of \$2,500 and shall not be responsible to evaluate.
4. A person appointed as a Department Facilitator in any subject area shall receive in addition to his/her annual salary a stipend equal to the base for Department Heads.
5. Department Heads and Department Facilitators shall be compensated at the rate of \$200.00 per day for working an additional three (3) days beyond the work year set forth in Article 8, Section A.1, to perform duties such as conducting interviews, preparation of purchase orders, resolving student and faculty scheduling issues.
6. Release time may be available upon request to the Principal for those teachers appointed as Department Head who show a need for it for classroom supervision.

e) Teacher leaders/Facilitators

1. These teachers may participate in a two (2) day workshop and attend sessions during the school year as appropriate.
2. Stipends will be provided for teachers leaders who support teacher teams during the implementation of the new DESE evaluation process.
Compensation:
 - a) Choice of \$500 or 1 credit to move across lane
 - b) 15 PDPs
 - c) 1 floating professional day

f) Mentoring

1. Definitions:
 - a. Beginning Educator: A “Beginning Educator” refers to an individual entering into teaching with a Preliminary or Initial License. Beginning educators must participate in an Induction Program consistent with 603 CMR 7.00. A Beginning Educator is considered a Level 1 placement in the Induction Program within NMRSD.
 - b. Incoming Educator: An “Incoming Educator” refers to an individual who has experience in teaching but is new to the NMRSD or is new to his/her role in the NMRSD. Incoming Educators are classified in two groups:

- i. Incoming Educators, Level 2: Incoming Educators at Level 2 are educators with fewer than five years of teaching experience in the same or a similar role.
- ii. Incoming Educators, Level 3: Incoming Educators at Level 3 are educators with more than five years of teaching experience in the same or a similar role.
- c. Mentor: A Mentor is an educator who has at least three full years of experience under an Initial or Professional license and who has been trained to assist a beginning educator in the same professional role with his/her professional responsibilities and general school/district procedures. Each work year, when there are Beginning Educators or Incoming Educators in a school, the Principal shall select a qualified, interested educator(s) to serve as a Mentor for Beginning and Incoming Educators.

2. Mentors shall attend a New Teacher Orientation and a training session with the Mentor Coordinator(s). Mentors may meet as a grade-based district cohort, as a building-based group, or individually with Beginning Educators as needed to fulfill the requirements of an *Induction and Mentor Program*, as described in 603 CMR 7.00. Mentors will provide a schedule for group mentoring with the support team and will regularly report attendance and meeting notes. Mentors are responsible for completing a mentoring log aligning to the program and DESE requirements. Mentors will conduct learning walks/observations of their mentee and mentees may observe mentors as described in the DESE's 2015 Guidelines for Induction and Mentoring Programs and any subsequently issued DESE guidelines on induction and mentoring.

3. The stipend for mentoring will be paid in June after the mentoring/coaching log is submitted. Each Mentor who completes the mentoring/coaching log(s) shall receive one of the following stipends depending upon the number of Beginning Educators assigned to the Mentor:

Number of Educators Assigned to the Mentor	Stipend *	PDPs
1 Level 1 - Beginning Educator (Induction Program)	\$750	15
2 Level 1 - Beginning Educators (Induction Program)	\$1,000	15
3 Level 1 - Beginning Educators (Induction Program)	\$1,250	15
1 Level 1 - Beginning Educator (Induction Program) and 1 or 2 Level 2 Incoming Educators	\$1,000	15
2 Level 1 - Beginning Educators (Induction Program) and 1 Level 2 Incoming Educator	\$1,250	15

0 Level 1 - Beginning Educators (Induction Program)		
and 1 or 2 Level 2 Incoming Educators	\$500	15
0 Level 1 - Beginning Educators (Induction Program)		
and 3 Level 2 Incoming Educators	\$750	15
0 Level 1 - Beginning Educators, 0 Level 2 Incoming Educators and 1, 2 or 3 Level 3 Incoming Educators (Courtesy)	No stipend	15

- The stipends above shall be prorated for mentoring of less than a full work year or when the number of Beginning or Incoming Educators changes during the work year.

g) Mentor Coordinator(s)

1. Stipend \$1500.00 per school year per coordinator.
2. Stipend \$1500.00 for teaching the full year new and beginning teachers' course.

h) Mandated Extended School Year Coordinator for Special Education Summer School

1. Stipend amount at \$40.00 per hour for number of hours based on student need.

3. School Psychologists

- a) The compensation of the position of School Psychologist shall be determined in accordance with the following formula: A base salary consisting of the appropriate step on the salary schedule for each day worked beyond the regular school year, not to exceed 35 days.
- b) Extra days are to have the prior approval of the Superintendent of Schools.

4. Librarians/Media Specialists

- a) Librarians/media specialists shall either be compensated at the rate of \$200.00 per day for working two (2) days beyond the work year or provided two (2) days substitute coverage during the last two days of the scheduled school year in order to complete duties such as inventory and ordering.

5. Integration Technology Specialists/Technology Teachers

- a) Integration Technology Specialists shall be compensated at the rate of \$200.00 per day for working two (2) days beyond the work year for the purpose of preparing technology for the opening of school and updating websites.
- b) Extra days are to have the prior approval of the Director of Technology.

6. Athletic Coaches

1. Athletic coaches shall be paid in accordance with the following schedule:
 1. Normally, newly appointed coaches will be placed on the Step 1 rate. The Superintendent, however, reserves the right to place a

new coach in a major sport on another step based on previous experience in a comparable assignment in another system.

2. Subsequent to initial step placement, increments will be granted based on satisfactory service.
3. Salary increments shall become effective in September of each year and will be based on the recommendation of the Superintendent.

2. The Superintendent reserves the right to withhold an increment provided that:

1. The coach has received written notification of the reasons for a negative recommendation from the Superintendent and has had an opportunity for a conference with him; and
2. The Superintendent notifies the coach prior to June 15 in writing, of the reasons for withholding the increment.

3. Payments to Athletic Coaches will be made following the completion of the season in which they work. Fall sport payments will be made in December, winter sport payments in March, and spring sport payments in June.

7. Appointments

- a) Secondary teachers may be assigned detention duties on an equitably rotating basis not to exceed the normal teacher workday as defined in Article 8, Section E5. Appointed association representatives and the principal and/or his/her designee shall cooperate in establishing a detention assignment list, which reflects an equitable rotation. If a teacher volunteers and, as a result, is assigned to remain beyond the normal workday, he/she will be paid an additional \$10 per ½ hour or any portion thereof.
- b) Teachers who volunteer and are subsequently appointed to work beyond the regularly scheduled school year shall be paid a minimum of \$200 for a 5-hour workday or \$40 per hour.
- c) No teacher shall be assigned extra-service activity responsibilities or be assigned as a class advisor without that teacher's consent.
- d) Each extra-service person shall be notified in writing of his/her appointment in accordance with the following schedule:
 1. Coaches within 60 days of last game of their season;
 2. All other personnel by June 15

F. Benefits

1. Health Insurance

- a) Contributions: Teachers who choose to participate in the district health insurance will enroll in the current health insurance plans provided by the District. School Committee contribution for Minuteman Nashoba Health Group HMO health plans is 75% and the employee contribution is 25%. The parties agree that the School Committee has

satisfied all bargaining obligations associated with implementation of an additional health insurance option referred to as a high deductible health plan for individuals and families; premium contributions for such high deductible health plan shall be the same as for other HMO plans, currently 75% if the premium to be paid by the committee and 25% of the premium to be paid by the employees.

- b) Annual Review: The District and Association shall continue to investigate the possibility of participating in the GIC insurance program and/or other comparable insurance programs.
- c) The opt-out amount remains the same for the plan year, but the district reserves the right to adjust the benefit on a yearly basis.
- d) Health Insurance Opt - Out For 2021 - 2022 School Year: For the 2021-2022 school year only, any bargaining unit employee who opted into the District's health insurance for the 2020-2021 school year for at least three months and opts out of the District's health insurance for the 2021-2022 school year shall receive a five thousand dollar (\$5,000) payment for a family plan or a two thousand five hundred dollar (\$2,500) payment for an individual plan. Employees must opt out of the health insurance by October 1, 2021 to be eligible for the payment and the payment shall be issued to eligible employees in prorated amounts over the 2021-2022 school year. Any employee who opts back into the health insurance shall be eligible for a prorated amount of the payment. Any employee seeking the health insurance opt out payment must show proof of alternative insurance prior to receiving payment. Families that have multiple family members employed by the District shall only be eligible for one opt out payment per family (i.e. two educators who are married and currently have a District family plan are only eligible for a single \$5,000 payment or two educators who are father and son and currently have a family plan are only eligible for a single \$5,000 payment). This opt-out payment shall not occur in any year beyond the 2021-2022 school year.

2. Life Insurance:

- A. The District agrees to provide life insurance in the amount of \$10,000 for all active teachers at 65% contribution of the premium by the district, 35% by employee.
- B. The District will provide a Group Voluntary Life and Accidental Death & Dismemberment Insurance policy at 100% contribution by the employee.

3. Long Term Disability

- a) The School Committee will provide a slot on the pay stub for a long-term disability insurance plan deduction.
- b) The entire premium cost will be paid by the employee.

4. Dental Insurance: The Committee agrees to provide Delta Dental plan or other comprehensive dental plan. Employees shall pay 100% of the applicable premium.

SALARY SCHEDULES

1. Salary Schedule:

- a. Increase the salary schedule as follows:

Effective Date	Increase
July 1, 2021	1%
July 1, 2022	1.5% (top steps in each column an additional 1%)
July 1, 2023	2%

- b. Effective July 1, 2019, the B+15 lane is closed. Only employees who were in the B+15 lane during the 2018-2019 work year shall be able to remain in the B+15 lane. When all employees in the B+15 lane in the 2018-2019 work year have separated from employment or have left the B+15 lane, such lane shall be removed from the salary schedule.

Teacher Salary Schedule FY2022 - FY2024

FY2022 - 1% COLA

	BA	BA +15	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	52,898	53,698	55,005	55,813	56,923	58,553	59,684	60,837
Step 2	55,017	55,841	57,203	58,045	59,241	60,892	62,030	63,269
Step 3	57,218	58,073	59,492	60,368	61,567	63,330	64,511	65,799
Step 4	59,506	60,398	61,874	62,784	64,033	65,863	67,090	68,435
Step 5	62,126	62,812	64,347	65,294	66,593	68,498	69,776	71,170
Step 6	64,360	65,325	66,923	67,904	69,257	71,236	72,505	74,019
Step 7	66,935	67,939	69,598	70,623	72,027	74,087	75,467	76,976
Step 8	69,280	70,315	72,383	73,447	74,909	77,049	78,488	80,058
Step 9	71,525	72,597	75,278	76,384	77,904	80,134	81,628	83,258
Step 10	74,460	75,575	79,173	80,362	81,565	83,597	84,849	86,123
Step 11	-	-	81,945	83,175	84,422	86,523	87,818	89,136
Step 12	-	-	84,601	85,869	87,159	89,327	90,669	92,028
Step 13	-	-	87,132	88,437	89,767	91,999	93,381	94,777

** Effective 7/1/19, the B+15 lane is closed

FY2023 - 1.5% COLA, + 1% COLA on top step

	BA	BA +15	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	53,691	54,503	55,830	56,650	57,776	59,431	60,579	61,750
Step 2	55,842	56,678	58,061	58,915	60,129	61,805	62,961	64,218
Step 3	58,076	58,944	60,384	61,273	62,490	64,280	65,478	66,786
Step 4	60,399	61,304	62,802	63,725	64,993	66,851	68,097	69,461
Step 5	63,058	63,754	65,312	66,274	67,592	69,526	70,822	72,237
Step 6	65,326	66,305	67,926	68,923	70,296	72,305	73,592	75,129
Step 7	67,939	68,958	70,642	71,683	73,108	75,198	76,599	78,131
Step 8	70,319	71,370	73,468	74,549	76,032	78,205	79,665	81,259
Step 9	72,598	73,686	76,408	77,530	79,073	81,336	82,853	84,507
Step 10	76,333	77,476	80,360	81,567	82,788	84,851	86,122	87,415
Step 11	-	-	83,175	84,422	85,688	87,820	89,136	90,473
Step 12	-	-	85,870	87,157	88,466	90,667	92,029	93,409
Step 13	-	-	89,323	90,661	92,024	94,313	95,729	97,161

** Effective 7/1/19, the B+15 lane is closed

FY2024 - 2% COLA

	BA	BA +15	MA	MA +15	MA +30	MA +45	MA +60	MA +75
Step 1	54,765	55,593	56,946	57,783	58,932	60,620	61,791	62,985
Step 2	56,959	57,812	59,223	60,094	61,332	63,041	64,220	65,503
Step 3	59,237	60,123	61,592	62,499	63,740	65,566	66,788	68,122
Step 4	61,607	62,530	64,058	65,000	66,293	68,188	69,459	70,850
Step 5	64,319	65,029	66,619	67,599	68,944	70,916	72,239	73,682
Step 6	66,632	67,631	69,285	70,301	71,701	73,751	75,064	76,632
Step 7	69,298	70,337	72,055	73,116	74,570	76,702	78,131	79,693
Step 8	71,726	72,797	74,938	76,040	77,553	79,769	81,259	82,884
Step 9	74,050	75,160	77,936	79,081	80,654	82,963	84,510	86,197
Step 10	77,860	79,026	81,968	83,198	84,444	86,548	87,844	89,163
Step 11	-	-	84,838	86,110	87,402	89,577	90,918	92,282
Step 12	-	-	87,587	88,900	90,236	92,481	93,869	95,277
Step 13	-	-	91,110	92,474	93,865	96,199	97,644	99,104

** Effective 7/1/19, the B+15 lane is closed

POSITIONS			22-24	22-24	22-24
			Step 1	Step 2	Step 3
Baseball Head Coach			\$5,561	\$5,947	\$6,338
Baseball Assistant Coach			\$1,150	\$1,258	\$1,365
Baseball Coach JV			\$4,160	\$4,386	\$4,670
Basketball Head Coach (1 girls, 1 boys)			\$5,561	\$5,947	\$6,338
Basketball Asst. Coach (1 girls, 1 boys)			\$1,150	\$1,258	\$1,365
Basketball Coach JV (1 girls, 1 boys)			\$4,160	\$4,386	\$4,670
Basketball Freshman (1 girls, 1 boys)			\$3,507	\$3,786	\$4,088
Cheerleaders (2 seasons, 2 coaches)			\$3,101	\$3,403	\$3,694
Cheerleading Assistant Coach (2)			\$1,150	\$1,258	\$1,365
Cross Country Boys & Girls			\$3,439	\$3,733	\$4,058
Cross Country Assistant Coach			\$1,150	\$1,258	\$1,365
Field Hockey Head Coach			\$5,561	\$5,947	\$6,338
Field Hockey Coach JV			\$4,160	\$4,386	\$4,670
Field Hockey Freshman Coach			\$3,507	\$3,786	\$4,088
Football Head Coach			\$7,759	\$8,222	\$8,692
Football Assistant (5)			\$4,307	\$4,667	\$5,040
Golf			\$3,101	\$3,403	\$3,694
Golf Assistant Coach			\$1,150	\$1,258	\$1,365
Ice Hockey Head Coach			\$5,561	\$5,947	\$6,338
Ice Hockey Assistant Coach			\$1,150	\$1,258	\$1,365
Ice Hockey Coach JV			\$4,160	\$4,386	\$4,670
Indoor Track Coach Assistant (2)			\$4,088	\$4,386	\$4,670
Indoor Track Head Coach			\$5,561	\$5,947	\$6,338
Lacrosse Head Coach (1 girls, 1 boys)			\$5,561	\$5,947	\$6,338
Lacrosse Assistant Coach			\$1,150	\$1,258	\$1,365
Lacrosse Coach JV (1 girls, 1 boys)			\$4,088	\$4,386	\$4,670
Middle School Basketball (4)			\$1,639	\$1,797	\$1,905
Middle School Basketball Asst. (2)			\$689	\$689	\$689
POSITIONS	FY		22-24	22-24	22-24
			Step 1	Step 2	Step 3

Middle School Cross Country (2)			\$1,150	\$1,258	\$1,365
Middle School Cross Country Assistant			\$689	\$689	\$689
Middle School Field Hockey (2)			\$1,150	\$1,258	\$1,365
Middle School Field Hockey Assistant			\$689	\$689	\$689
Middle School Spring Track (2)			\$1,150	\$1,258	\$1,365
Middle School Spring Track Assistant (3)			\$689	\$689	\$689
Soccer Head Coach (1 girls, 1 boys)			\$5,561	\$5,947	\$6,338
Soccer Assistant Coach (1 girls, 1 boys)			\$1,150	\$1,258	\$1,365
Soccer Coach JV (1 girls, 1 boys)			\$4,160	\$4,386	\$4,670
Soccer, Freshman (1 girls, 1 boys)			\$3,819	\$4,123	\$4,452
Softball Head Coach			\$5,561	\$5,947	\$6,338
Softball Assistant Coach			\$1,150	\$1,258	\$1,365
Softball Coach JV			\$4,160	\$4,386	\$4,670
Tennis (1 girls, 1 boys)			\$3,101	\$3,403	\$3,694
Track Head Coach			\$5,561	\$5,947	\$6,338
Track Coach Assistant (3)			\$4,088	\$4,386	\$4,670
Unified Basketball Head Coach			\$2,815	\$2,815	\$2,815
Unified Track Coach			\$2,815	\$2,815	\$2,815
Unified Track Assistant Coach (2)			\$689	\$689	\$689
Volleyball Head Coach			\$5,561	\$5,947	\$6,338
Volleyball Freshman Coach			\$3,471	\$3,749	\$4,058
Volleyball JV Coach			\$4,160	\$4,386	\$4,670
Wrestling Coach, High School			\$5,452	\$5,830	\$6,214
Wrestling Assistant Coach			\$1,150	\$1,258	\$1,365

POSITION	FY	FY 22-24
		Amount
Band/Choral		
Middle School Chorus Director		\$3,017
Music Band Director ** Middle School (2)		\$3,607
Music Band Director -High School		\$6,660
Music Choral Director- High School		\$3,829
Clubs/Teams		
Anime Club		\$895
Best Buddies Advisors (2)		\$895
Best Buddies NMS Advisors (2)		\$895
Book Club		\$895
Community Garden		\$895
Debate Team Advisor (Mock Trial)		\$1,472
Free Thinkers		\$500
Gay Straight Alliance (GSA)		\$895
International Club		\$895
Jazz Ensemble - Director		\$4,260
Junior Achievement - HBMS		\$887
Junior Achievement - NMS		\$887
Math Club Advisor - HBMS		\$895
Math Team Advisor - NMS		\$895
Mathematics Team Coach - HS		\$1,589
Newspaper Advisor		\$1,922
North Middlesex Writing Club - NMRHS		\$895
North Middlesex Students for Animals - NMRHS		\$895
Relay for Life		\$0
Robotics Team		\$895
Science Club		\$895
Service Learning Program Coordinator (2) (NYSL)		\$2,064
Ukulele Club		\$500
Yearbook - Middle School (2)		\$1,477
Yearbook Advisor * - HS		\$5,152

Young Women's Empowerment Group	\$500
Honor Society	
National Art Honor Society	\$2,756
National Honor Society	\$2,756
Tri -M Music Honor Society	\$895
Music	
Color Guard Coach	\$1,401
Majorette Coach	\$1,126
Marching Band - Assistant	\$2,100
Marching Band - Battery Ensemble	\$1,126
Marching Band - Front Ensemble	\$1,126
Winter Color Guard	\$1,689
Winter Percussion Instructor	\$1,689
Performing Arts	
Ashby Elementary Drama Coach-per play max 2	\$1,472
Assistant Drama Coach High School - per play max 2	\$736
Assistant Drama Coach MS - per play max 2	\$736
Drama Coach - per play max 2 - HS	\$1,472
Drama Coach-Middle School - per play maximum 2	\$1,472
Musical Director - HS (2 productions)	\$1,472
StuCo	
Freshman Class Advisor	\$895
Junior Class Advisor	\$1,767
Senior Class Advisor	\$2,649
Sophomore Class Advisor	\$895
Student Council Advisor-HS	\$3,479
Student Council Advisor-Middle School	\$1,346
Student Store Advisor - HS	\$1,785
Student Store Advisor -Middle School	\$1,477
Other	

ARTICLE 7 - PROFESSIONAL OBLIGATIONS

A. Teachers:

In accepting a contract, a teacher agrees to participate in:

1. Data driven lesson preparation, presentation and evaluation.
2. Curriculum planning and revision pertinent to his/her teaching assignment.
3. Voluntary participation in any curriculum revision or planning shall not constitute a violation of this Agreement.
4. Individual student help as needed (to be determined by the teacher after consultation with the Principal and/or the Department Head/Instructional Supervisor and parent/s).
5. Maintenance of a controlled and orderly school environment.
6. Communication with parents regarding classroom curriculum, students' progress (i.e. report cards, progress reports) as appropriate to each grade level, and assignments utilizing the student management system authorized by the District.
7. Teachers will teach the North Middlesex Regional School District curriculum.

B. Counselors:

1. It is recognized that counselors have responsibilities, which greatly differ from those of teachers. In accepting a contract, a counselor agrees to follow the duties and responsibilities of the position as established in School Committee policy.
2. Counselors should not be assigned detention, except in emergencies.
3. Counselors will be available to observe students in classrooms and other large group situations.
4. Secondary counselors will meet at a minimum of twice per year with each student assigned to that counselor.
5. Guidance counselors, if requested by administration and approved by the Superintendent of Schools to work prior to or subsequent to the scheduled work year, shall be paid at the rate of \$200.00 per day for up to seven (7) mutually determined days of work.
6. School Counselors, as other teachers, attend evening meetings as outlined in Article 7.G.1. Counselors may include as part of their evening commitment the financial aid night, program of studies night, and Johns Hopkins night.

C. Certificate of Medical Examination:

Upon initial employment, all employees shall submit a physician's statement of good health and comply with any other health mandates from the state or federal government.

D. Faculty Meetings

1. Teachers may be required to remain after the end of the normal workday, without additional compensation, for not more than one (1) hour to attend

a maximum of ten (10) faculty meetings called by their building principal. Said meetings will not exceed one (1) hour, will start promptly after the workday ends, or be held prior to the start of the workday.

2. At least one day's notice shall be given each teacher who is expected to attend.
3. A written agenda of the meeting shall be posted in the faculty room(s) and in the main office of the building at least one day prior to the meeting.
4. No meetings will be scheduled on Fridays or on days prior to a school recess (i.e. vacation, holidays) unless there is an emergency.
5. All meetings and staff activities will be scheduled within the teacher work year except in an emergency or under special circumstances. Prior to scheduling any meetings or activities (i.e. summer parent tours) during a vacation period, the parameters of such events will be negotiated with the Association.

E. Teacher/Parent Meetings

1. Parent and/or guardian teacher conferences that do not conflict with a teacher's regularly assigned duties may be scheduled at a mutually convenient time and date during the teacher's workday. The Principal or his/her designee shall be notified of such conferences.
2. Parent and/or guardian teacher conferences following the dismissal of pupils, but within the normal school workday, may be scheduled by the Principal for any teacher at a mutually convenient time and date. When a parent initiates a request for a conference, the teacher must respond to the request within two (2) school days, and the conference must be held within seven (7) school days.

F. Teacher/Parent Conferences

1. Teacher/Parent conferences will be held in the Middle and Elementary Schools as listed on the school calendar.
2. Afternoon conferences will be 2 hours in length, beginning 30 minutes after school dismissal.
3. All teachers will be expected to conduct conferences within these periods.
4. Teachers will have no further obligations that day, unless there are evening conferences scheduled in their building, at which they will attend for a period of two hours not to extend beyond 8:00 pm as well.
5. These are minimum time requirements and it is understood that staying beyond these times will be at the teacher's discretion.

G. Evening Meetings

1. Though it is to the advantage of each teacher to attend and participate in school-oriented programs outside of normal teaching hours, attendance at evening meetings, except 3 evening meetings at grades K-12 scheduled for the school year, shall be voluntary. Teachers will be compensated for additional meetings at \$50 per meeting.

<u>Grade Level</u>	<u>Pre K-2</u>	<u>3-4</u>	<u>Middle School</u> <u>5-8</u>	<u>High School</u>
Parent Conferences	2	2	2	
Open House	1	1	1	2
Grade level activity				1 (program of studies or community)

2. If the administration determines that additional evenings are needed, teachers shall be required to attend and will receive \$50 if in attendance. At least five days' notice of each such meeting shall be given, if possible.
3. It is highly recommended that all teachers attend high school graduation.
4. When unified arts teachers (K-8) coordinate special evening programs such as an art show, music concerts or plays, or parent information nights their attendance that evening shall be considered one of their two (2) evening meetings generally used for parent conferences. This consideration will be by mutual agreement with the teacher and the principal.

H. Observance of Duties:

1. The Association and its members acknowledge that they have professional obligations to the children enrolled and to be enrolled in the schools. Accordingly, the Association agrees for itself and its members that during the terms of this contract as it may be renewed or extended, neither it, nor they, will directly or indirectly, engage or participate in, encourage or condone any strike, work stoppage, slowdown or withholding of service by an employee of the District.
2. Should any strike, work stoppage, slowdown, withholding of services or other such activity occur, whether or not the Association shall be a participant therein, the Association shall forthwith use its best efforts to cause the persons involved to resume and continue their services.
3. Employees who participate in any such activity may be disciplined or discharged as the Superintendent, in his/her judgement, deems proper without recourse to arbitration. Said discipline or discharge shall be in accordance with the statutory provisions of Chapter 71, Section 42, of the General Laws of the Commonwealth of Massachusetts. However, an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

4. In addition, the Committee shall have the right to seek redress from the Association for its damages by any and all legal process, provided that the Committee shall not be entitled to money damages from the Association if, and so long as, the Association observes its undertakings in the preceding paragraphs.

I. Resignation:

1. A written resignation received from August 15 to September 15 will not be effective earlier than October 1.
2. Any time prior to these dates during the school year, thirty (30) days' notice must be given to the administration, in writing.

J. Break in service:

1. Resignation shall be considered a break in service.
2. An individual who has a break in service shall not be entitled to apply the years prior to the break in service towards seniority.

ARTICLE 8 - TEACHING CONDITIONS

A. DEFINITION OF THE SCHOOL YEAR

1. The teachers' work year would be as follows, starting in the 2016-2017 school year:
 - a) The work year for teachers of PTS shall consist of one hundred eighty four (184) days. The additional four (4) days will consist of one (1) day for all staff (District Opening Day and school based site meetings), two (2) full, Pre K-12 professional development days, and one (1) floating professional development day.
 - i. One District, full professional day may be set aside to be utilized by educators for the pursuit of individual/team professional development if no District trainings needs to occur for a particular staff subgroup. Plans shall be submitted at least thirty (30) days in advance of the professional development day for approval by the co-chairs of the professional development committee.
 - ii. One floating professional development day, consisting of six (6) hours, which may be used in increments of not less than thirty (30) minutes, before/after school and/or on weekends for:
 - i. Professional development sessions provided by NMRSD or outside professional development providers;
 - ii. PLCs/collaboration work;
 - iii. Workshops;
 - iv. Webinars, and/or;
 - v. EdCamp.

The following examples do not count toward fulfillment of the floating professional development day requirements:

- Isolated work (lesson planning, research, creating assessments, curriculum mapping).
- Graduate courses.
- Opportunities when you are already getting paid during the school day, full professional development days, etc...

Staff will be provided with sign-up instructions for the floating professional development day on opening day.

Plans for the floating professional development day and/or hours toward the floating professional development day shall be submitted at least thirty (30) calendar days in advance of the professional development day/hours for approval by the building principal. The building principal may waive part of the thirty day calendar day notice requirement.

Upon completion of the requirements for the floating professional development day, each staff member is required to submit the following to Human Resources:

- Certification of attendance or sign-in sheet
- Dates and hours of attendance
- 1-2 sentences of outcomes/learning

b) The work year for teachers of NPTS shall consist of one hundred eighty-six (186) days. The additional six (6) days shall consist of the four (4) mentioned above and two (2) additional days for new employee orientation and/or training. Newly hired teachers of NPTS will also be required to participate in the new teacher induction program (first year of teaching in the profession) and/or the District’s mentoring program (new to District or required by Principal).

PTS	NPTS	Newly Hired Teachers of NPTS
184 days	184 days	186 days
District Opening Day and School site meetings	District Opening Day and School-based site meetings	District Opening Day and school-based site meetings
1 full professional development	1 full professional development	1 full professional development
1 full professional day (teacher/team driven ¹)	1 full professional day (teacher/team driven)	1 full professional day (teacher/team driven)
1 floating day for professional development	1 floating day for professional development	1 floating day for professional development

¹ This day is intended for use by teacher teams. This day may be used by the District for state or District initiatives.

		1 day for professional development And/or mentoring (summer)
		1 day for New Employee Orientation

- c) Newly hired members of the bargaining unit who are placed on the salary schedule will attend the New Teacher Orientation in addition to the one (1) professional development day prior to the start of school. Based upon the newly hired teacher’s experience, the Superintendent or designee and the newly hired teacher’s supervisor may require the teacher to participate in the “North Middlesex Mentoring and Induction Program.”

3. Mentoring

- a) Teachers who act as mentors for non-professional status teachers may be required to participate in a mentor training or mentor refresher prior to the start of school (principal recommendation). Teachers will be notified to attend any training after being assigned to a new teacher and after conversations with the building principal. Mentors will also be required to meet with their mentee for a minimum of six (6) hours prior to the District’s opening day. Mentors will be paid as per contract language for extra days worked if outside the work year with prior approval of the proposed work.
- b) Compensation for mentoring is based on the category of the non-professional status teacher and the responsibilities of the program (see Article 6).
- c) All mentors will keep a log in accordance with the requirements set forth in the mentor training program and DESE Induction program/Mentoring regulations. <http://www.doe.mass.edu/educators/mentor/guidelines.pdf>.
- d) A committee comprised of elementary, middle and high school teachers and District Administration will review and revise the mentoring program. Any changes to the evaluation process will be submitted to the Superintendent and the President of the Association.

- 4. The schedule during the last four (4) days of the school year shall be posted by the administration by June 1 of each year. Said schedule shall be subject to such State Board of Education regulations and District policies as may be in effect on June 1 of the year in question. At least one released-time day will be scheduled during this four-day period.

- a) Teachers may arrange with their building Principal/designee a mutually convenient time to complete appropriate “closing out” procedures. These procedures shall be published and posted at least

one month prior to the last day of school and the District agrees that there shall be no substantive changes in said procedures from year to year.

5. The Administration agrees to schedule four (4) days for final exams (if held) at the High School if, by April 15th it is determined there are sufficient hours remaining beyond the nine hundred ninety (990) hours for that year.

B. DEFINITION OF THE SCHOOL DAY

1. Teacher Workday

- a) Professional staff shall not be required to be in their building more than fifteen (15) minutes before the official starting time for students, and are not required to be in their classrooms until children have been admitted into the building for the start of the school day.
- b) Teachers shall not be required to stay longer than fifteen (15) minutes after student dismissal, except in an emergency, i.e. snowstorm, bomb scare, delayed bus, etc.
- c) On Fridays or on days prior to school recess (i.e. vacation, holidays) teachers may leave immediately following student dismissal.
- d) Workday will include a forty-five (45) minute curriculum meeting ten (10) times per school year generally monthly at the discretion of the Superintendent or their designee. Administration shall reduce the work day before and after school for the forty-five (45) minute meetings.

Workday may include a sixty (60) minute curriculum meeting ten (10) times per school year generally monthly at the discretion of the Superintendent or their designee such time shall be “borrowed” from Article 7.D “Faculty Meetings”.

2. Curriculum Days

- a) On full curriculum workshop days, the workday will not exceed 6.5 hours (8:00 AM to 2:30 PM).
- b) On early release days, the workday will end at the normal student dismissal time established for each school.

C. CLASS SIZE

1. It is recognized that the number of pupils in a class influences student engagement, meeting the diverse needs of students, and providing a safe learning environment. The number of students in a given class shall be noted in teacher evaluations and taken into consideration when determining the educator’s rating and type of evaluation cycle.
2. It is agreed that where economically feasible, an effort will be made to keep academic classes at a maximum of twenty-five (25) students

under normal conditions, consistent with the availability of teachers, space and class periods.

D. LUNCH

1. The member's workday shall include a continuous thirty (30) minute duty-free lunch to be scheduled at the discretion of the building principal consistent with M.G.L. Chapter 71, Section 80. The high school lunch period will follow the bell schedule to allow for this lunch time.
2. If a teacher volunteers to take lunch duty in lieu of study hall, the above provision does not apply.
3. Lunch and recess aides shall be provided for grades 1 through 4, and lunch aides shall be provided for grades 5 through 8.

E. DUTIES

1. Teachers without homerooms may be assigned to bus arrival/dismissal and corridor duty on a rotating basis. Said duties shall begin no sooner than five minutes before the start of the school day.

F. PREPARATION PERIODS

1. In addition to their lunch periods, teachers of grades K-8 and PK teachers in extended programs, shall have no less than forty-five (45) continuous minutes of daily, duty-free preparation time.
2. The Principal will determine when these preparation periods will be taken.
3. Such preparation time will be free from assigned supervisory or instructional responsibilities other than those necessary for lesson preparation.
4. Planning time shall not be construed to be travel time between schools.

G. SCHEDULING

1. Elementary/Middle School
 - a) To the extent possible, changes in grade and/or subject assignment will be voluntarily agreed to by the teacher.
 - b) Teachers whose schedules consist of teaching mainly music, art, physical education, health education or library skills shall have scheduling which reflects the same number of teaching days as classroom/academic teachers' schedules.
 - c) Teachers (other than newly appointed teachers) will be notified of any change of programs from the prior school year, as soon as practicable, and under normal circumstances by the close of each school year, including:
 - a. The schools to which they will be assigned,
 - b. The grades and/or subjects that they will teach,
 - c. And any special or unusual classes that they will have.

- d) Teaching assignments will be made without regard to race, creed, color, handicapping conditions.
2. Secondary
- a) When operating on a 5x8 Modified Block schedule, a normal daily teaching assignment for the eight (8) day Modified Block schedule will consist of thirty (30) teaching periods of no more than seventy (70) minutes in duration and eight (8) preparation periods at least equal in length to a normal teaching period.
 - b) Each teacher is guaranteed a preparation period each day during each eight-day Modified Block cycle. On two (2) days of every eight (8) day Modified Block cycle, each teacher will have an additional non-teaching period. This additional period will be used for common planning time, professional learning communities, or to work on District initiatives. In the event that a teacher has a non-teaching period beyond the preparation period and greater than an extra period two (2) days in an eight (8) day cycle, the teacher will be assigned to an additional common planning period by the building Principal.
 - c) No teacher will be required to teach more than four (4) periods in any school day unless by mutual agreement. It is not the intent of the parties to utilize this provision in order to avoid the hiring of a full-time teacher. Accordingly, in the event that the School Committee utilizes this provision in order to fill the additional period, such use shall be limited to sixty (60) days. In such a case, the School Committee shall solicit volunteers to assume those added teaching responsibilities, subject to a determination that the teacher is certified in the subject area and is otherwise qualified to teach in the subject area. In exchange for assuming these teaching duties, the teacher shall be paid an amount equal to 0.125 of his/her per diem pay for each period assumed. In addition, the teacher shall forfeit his/her preparation period for that day. On the days in the rotation where a teacher has an additional non-teaching period, the teacher will be required to attend the common planning period. The School Committee shall advise the teacher volunteering to fill the position as to the probable length of time such assignment shall be in effect. The School Committee expressly reserves the right to fill the position on a permanent basis at any time, but will provide at least one week's advance notice to the teacher who is filling the position pursuant to the section.
 - d) Every attempt will be made to assign teachers to no more than three (3) different class preparations during the eight-day Modified Block cycle.
 - e) Prior to the beginning of the school year, Administration will prepare a calendar designation which classes are to meet on a specific date. In the event the entire day of school is canceled, the calendar will not be adjusted to make up the classes missed.

- f) In the event of a two hour delayed opening, the minutes will be reduced in each of the five periods to accommodate the number of minutes that the school day has been delayed. Four (4) of the five (5) instructional periods will contain forty-three (43) minutes of instructional time. The instructional time of the lunch period will be sixty (60) minutes to accommodate three (3), twenty-six (26) minute lunch periods.
- g) On early release days, the number of instructional periods will be reduced from five (5) to four (4), each no longer than forty-five (45) minutes in duration. (Example: Half Day A will run periods A.B.C.D and Half Day E will run periods E.F.G.H). Administration reserves the right to modify which periods run on half days to ensure that all classes meet an equal number of times as the number of class sessions may change in the event of an emergency school cancellation. This may result in teachers not having a preparation period on that day. Effective July 1, 2022, on early release days, the number of instructional periods will be reduced from five (5) to four (4), each no longer than forty-five (45) minutes in duration. Administration reserves the right to modify which periods run on half days to ensure that all classes meet an equal number of times as the number of class sessions may change in the event of an emergency school cancellation. This may result in teachers not having a preparation period on that day.
- h) During common planning time, teachers will be assigned to professional learning communities facilitated by administration and/or department chairs. This time will be utilized to engage teachers in school improvements initiatives, curriculum development and documentation, or other professional development activity with final approval of the Assistant Superintendent.
- i) On-going training will be provided in pedagogy and content specific areas. This training will take place during the teachers' regular contracted day.
- j) High School teachers will facilitate a daily Academic Advisory period of approximately 36 minutes each full day of school. Such academic advisory period shall be used for support of student learning including, but not be limited to, the review of materials already covered, explanation of concepts from previous lessons that have not been mastered by students, and providing time for students to make up work and to complete projects and missed tests or assessments. Teachers may also use the time for student enrichment activities. The advisory committee will create a limited curriculum that teachers may use on the first full school day of the week during the advisory period. Teachers will not have observations for educator

evaluation during academic advisory but may request an observation. Academic advisory does not count as a class period for purposes of Article 8.G.2(c) and it shall not count as a class preparation for purposes of Article 8.G.2.(d). Academic Advisory Program Committee (AAPC):

The parties agree that the Academic Advisory Period will be piloted during the 2019-2020 school year and that the committee consisting of administrators and teachers who worked on the topic of academic advisory during the 2017-2018 work year shall continue to meet during the 2018-2019 school year. This committee will be referred to as the Academic Advisory Program Committee (AAPC). Teachers who participated in the AAPC during the 2018-2019 school year will receive PDPs for such participation. In addition, the AAPC will meet no fewer than twice (December and April) during the 2019-2020 school year and may make recommendations to the Principal for improvements and/or changes to the Academic Advisory Program. The Academic Advisory Program will continue after the expiration of the AAPC in the spring of 2020.

- k) Upon ten (10) days written notice by either party, the parties agree to open this Article to negotiate changes in scheduling as mandated by the Education Reform Legislation of 1993, or other legislation and/or regulations promulgated during the term of this Agreement, as such changes may affect the wages, hours and other conditions of employment for members of the bargaining unit.

Effective July 1, 2022:

a) When operating on a 5x7 Modified Block schedule, a normal teaching assignment for the seven (7) day Modified Block schedule will consist of twenty-five (25) teaching periods of no more than seventy (70) minutes in duration and seven (7) preparation periods at least equal in length to a normal teaching period. (Teachers are teaching 4 out of 5 blocks a day. Over the course of the seven days, 3 of those additional periods will be the PLC/supervisory duty).

b) The normal work day shall consist of five (5) periods of not more than seventy (70) minutes in length plus an Advisory/FLEX period of not more than thirty-four (34) minutes.

A fully subscribed teacher schedule will consist of the following:

- * Up to four (4) classes per day
- * One (1) Advisory/FLEX Block per day
- * One (1) preparatory block per day equal to the length of an instructional period
- * Thirty (30) minute duty-free lunch inclusive of passing time
- * Over the course of the 7-day cycle, a teacher will have three (3) unsubscribed blocks, which will be utilized in the following:
 - * 2 PLCs in a 7 day cycle
 - * 1 Supervisory Duty in a 7-day cycle

Teachers with additional sections unsubscribed will be assigned supervisory duties, which include:

- * Cafeteria supervision
- * Hallway supervision

c) No teacher will be required to teach more than four (4) seventy (70) minute periods in any school day unless by mutual agreement. It is not the intent of the parties to utilize this provision in order to avoid the hiring of a full-time teacher. Accordingly, in the event that the School Committee utilizes this provision in order to fill the additional period, such use shall be limited to sixty (60) days. In such a case, the School Committee shall solicit volunteers to assume those added teaching responsibilities, subject to a determination that the teacher is certified in the subject area and is otherwise qualified to teach in the subject area. In exchange for assuming these teaching duties, the teacher shall be paid an amount equal to 0.140 of his/her per diem pay for each period assumed. In addition, the teacher shall forfeit his/her preparation period for that day. On the days in the rotation where a teacher has an additional non-teaching period, the teacher will be required to attend the PLC. The School Committee shall advise the teacher volunteering to fill the position as to the probable length of time such assignment shall be in effect. The School Committee expressly reserves the right to fill the position on a permanent basis at any time, but will provide at least one week's advance notice to the teacher who is filling the position pursuant to the section.

d) Every attempt will be made to assign teachers to no more than three (3) different class preparations during the seven-day (7) cycle.

e) In the event of a two hour delayed opening, the minutes will be reduced in each of the five periods to accommodate the number of minutes that the school day has been delayed. No class will exceed forty-eight minutes. The two lunch periods will each be thirty (30) minutes in length. With one week notice to the Union, the District may offer three lunches and modify the schedule appropriately.

f) On early release days, the number of instructional periods will be reduced from five (5) to four (4), each no longer than forty-five (45) minutes in duration. Administration reserves the right to modify which periods run on half days to ensure that all classes meet an equal number of times as the number of class sessions may change in the event of an emergency school cancellation. This may result in teachers not having a preparation period on that day.

g) High school teachers will facilitate a daily Academic Advisory and/or FLEX period of approximately 34 minutes each full day of school. Such academic advisory period shall be used for support of student learning including, but not be limited to, the review of materials already covered, explanation of concepts from previous lessons that have not been mastered by students, and providing time for students to make up work and to complete projects and missed tests or assessments. Teachers may also use the time for student enrichment activities. The advisory committee will create a limited curriculum that teachers may use on the first full school day of the week during the advisory period. Teachers will not have observations for educator evaluation during academic advisory but may request an observation. Academic advisory does not count as a class period for purposes of Article 8.G.2(c) and it shall not count as a class preparation for purposes of Article 8.G.2.(d).

The District maintains all rights to revert to the original high school schedule as stated in the 2018-2021 Collective Bargaining Agreement with 10 days notice to the union.

H. PROTECTION

1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher, for information in his/her possession relating to the incident or the persons involved,

and will act in appropriate ways as liaison between the teachers, the police and the courts.

2. The rights of the teacher to indemnification against certain actions and claims and to legal assistance shall be governed by General Laws, Chapter 258.
3. No teacher shall be required to provide transportation for pupils to activities, which take place away from the school building of the pupils concerned. A teacher may provide such transportation with the advance written approval of the Building Principal and a teacher who does provide such transportation with such approval, but not otherwise, shall be entitled to the indemnification provided by General Laws, Chapter 258, Section 100C.
4. All teachers must secure collected money in the office.
5. All staff must have an emergency card on file with the nurse's office.

I. REDUCTION IN STAFF

1. This section does not apply to teachers without Professional Teacher Status. No professional status teacher shall be laid off while there is a non-professional status teacher whose position the Professional Status Teacher is licensed/certified to fill. The Superintendent will attempt to meet the reduction by attrition: To wit retirement, resignation or other means.
2. Seniority means a teacher's length of service in years, number of days as a District employee as recognized in this Agreement and described in Article 1 A of the bargaining agreement. Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in the agreement.
3. In the event of a reduction in the number of professional status members:
 - a) The Superintendent/designee shall consider the best interest of the students in the school or district and teachers' qualifications. The criteria for determining teachers' qualifications shall include:
 - a. Indicators of job performance, including overall ratings from three or more summative evaluations; however, no distinction shall be made between proficient and exemplary ratings;
 - b. Experience in the subject matter/area and grade levels.
 - c. Educational background; and
 - d. Nature and diversity of license.

Seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose qualifications are no different. In making a decision regarding the layoff or reduction in force of a teacher(s), the Superintendent/designee shall consider the qualifications of the teacher(s) and the best interest of students in the school or district.

- b) Each teacher selected to be reduced will be reassigned to the vacancy in his/her area of present assignment if he/she is appropriately licensed/certified for the vacant position; but if this is not possible, then the teacher will be moved to another vacancy in an area in which he/she is qualified by license/certification; but if this is not possible, the teacher will be laid off.
- c) In cases involving teachers who have identical seniority, preference for retention shall remain the prerogative of the Superintendent.
- d) Notice of transfer due to reduction in force shall be given to the teacher as soon as practicable and under normal circumstances not later than June 1 of the year immediately preceding the transfer.
- e) Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Such notice will inform the laid off teacher that the District sends recall notices via email and that it is the teacher's responsibility to provide the Human Resources Office for the District with the teacher's current personal email address during the recall period.
- f) Teachers who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs. During the recall period, teachers shall be notified by e-mail to their last email address of record with an email copy to the Association President for the union's records, and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits, which a teacher was entitled to at the time of the layoff, shall be restored in full upon reemployment within the recall period. Preference will be valid for no longer than 7 calendar days after the date of the email read receipt. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.
- g) Failure of the laid off teacher to accept an offer of employment to a teaching position shall terminate said teacher's recall rights.
- h) Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee total premium cost. Failure to forward premium payments to the

Committee or refusal to return to employment upon recall will terminate this option.

4. Seniority List: A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within a reasonable time following the execution of this Agreement.

J. TRANSFERS

1. A transfer is defined as the assignment either voluntary or involuntary of a teacher to a school within the District different from that to which the teacher is currently assigned. Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances not later than June 1 of the year immediately preceding the transfer.
2. All teachers shall be given opportunity to make application for such positions and the Building Principal and Superintendent agrees to give due weight to the professional background and attainments of all applicants.
3. Procedures
 - a) To ensure universal access to teaching vacancies, all vacancies will be posted on the District's website.
 - b) A teacher desiring a transfer will submit a written request to the Superintendent stating the desire to transfer in order to fill a posted vacancy within the District within the posting period.
 - c) If there is more than one teacher requesting a transfer to the same building or grade level, transfers shall be considered on the basis of qualification and seniority.
 - d) All candidates seeking transfers will be interviewed and seriously considered by the administration. However, final staffing decisions will remain with the Superintendent.
 - e) Such requests must be submitted within the posting period.
4. Voluntary transfer is a process initiated by the teacher who wishes to fill a teaching vacancy for which he/she is licensed in a school building other than the one to which he/she is currently assigned.
 - a) To ensure universal access to teaching vacancies, all vacancies will be posted on the District's website.
5. Involuntary transfer is a process initiated by the Administration in order to fill a teaching vacancy within the School District.
 - a) In the event of a teacher transfer being necessary, but not due to reduction in force, volunteers if qualified will be considered first.
 - b) If there is an insufficient number of volunteers to fill available vacancies, then the following procedure will be used:

- i. Least senior teachers will be considered next for an involuntary transfer. Seniority is defined as stated in 'definition' included in Reduction in Staff language (Article 7).
 - ii. Teachers being involuntarily transferred may request a meeting between the Superintendent/designee and an Association representative at which time the teacher shall be given the reasons for the transfer.
 - iii. In cases involving teachers who have identical seniority, decision to transfer shall remain the prerogative of the Superintendent.
 - iv. Teachers involuntarily transferred shall be given an assignment as nearly comparable as possible to their present position and area of certification.
6. Intra-building reassignment is defined as the reassignment of a teacher to a grade level or subject area for which he/she is licensed and qualified but, while in the same school, is different than his/her current assignment. Such reassignment is a necessary part of the day-to-day operation of schools and as such the responsibility of the principal. A teacher, however, may request reassignment and such requests shall be seriously considered by the Administration.

K. MILEAGE

Any teacher who has to travel between schools or who uses his/her personal vehicle on official school business shall be reimbursed at the rate as approved by the School Committee.

L. DRUG FREE WORKPLACE REQUIREMENTS

1. Publication and dissemination to each employee of the North Middlesex Regional School District who is engaged in work for the School District that abuse (manufacture, distribution, dispensing, possession or use) of a controlled substance in the workplace is prohibited.
2. Any employee convicted in a court of law involving a controlled substance in the workplace shall within thirty (30) days a) be terminated, or b) be required to participate satisfactorily in a drug abuse or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency; all costs for rehabilitation to be borne by the employee. The cost of rehabilitation shall not be borne by the employer. In instances where it is necessary, sick leave will be granted for in-patient treatment

or rehabilitation on the same basis as is granted for other health problems.

3. As a condition of employment each employee will:
 - a) Abide by the terms of this policy.
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
4. The local school committee will notify the Department of Education and the appropriate federal agency within ten (10) days after receiving notice under subparagraph 3b from an employee or otherwise receiving notice of such conviction.
5. The school committee will establish a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The school committee's policy of maintaining a drug free workplace;
 - c) Any available drug counseling rehabilitation and employee assistance program; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
6. This policy shall be interpreted in accord with state and federal law.

M. CONFLICT RESOLUTION

1. Parent and teacher communications contribute to student achievement. Teachers are interested in the concerns of the parents and want to address those concerns in an open and professional manner. Every effort will be made to refer questions regarding classroom issues directly to the teacher. Should a parent refuse to speak to or meet with the classroom teacher, the supervisor will communicate the complaint to the teacher.

ARTICLE 9 - LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted at the discretion of the Superintendent.
- B. All benefits to which a teacher was entitled at the time any such leave commenced, including unused accumulated sick leave, will be restored to his/her account upon return from a leave. It is recognized that no specific position can be held open during any leave but an effort will be made to assign the teacher to a comparable position to the one held at the time the

leave commenced. In no event shall such leave count toward professional status.

- C. All requests for extensions and notification of return must be applied for in writing on or before January 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by February 15.

D. SICK LEAVE

1. The term "sick leave" shall apply to personal illness, prescribed medical examinations, or accidents in the immediate family or for other absences concerned with sickness and deemed justifiable by the Superintendent. Immediate family includes the teacher's spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or person actually living in the employee's household.
2. Five or more consecutive days of sick leave require that a physician's certificate be submitted to the Superintendent, if requested, in writing.
3. The annual sick leave allowance for all professional employees shall be 18 days per year – accumulative to 140 school days. Absences for partial days shall be prorated based upon the number of scheduled periods per day for secondary teachers and ½ day for elementary teachers. Sick leave for new employees shall be 10 days for the first year, 10 days for the second year, and 10 days for the third year non-cumulative. Teachers upon entering their fourth year of teaching shall be granted an accumulated sick leave of 54 days decreased by the number of sick days used during their first three years of employment. Beginning with the fourth year of employment, sick leave shall be granted at 18 days per year with the unused days accumulative to a total of 140 days.
4. Should a teacher without PTS exhaust their allotment of sick days in one of the first three years, upon notification of the Superintendent of Schools, the teacher may apply prorated sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days eligible for use may not exceed the total number of sick days the employee had when the illness or disability began.
5. Teachers at the high school may be required to fill in for (absent) teachers, on an equitably rotating basis, only after such time that their senior students have been released for the school year.
6. For each day of unapproved absence, or for each day of absence in excess of sick leave, an amount shall be deducted from the annual salary determined by a fraction made up of a numerator of 1, and a denominator

of the number of scheduled workdays. Extenuating circumstances causing such deductions will be reviewed by the Superintendent upon request.

7. Previously accumulated unused sick leave will be restored to all teachers returning from a leave of absence.
8. A total of a teacher's unused sick time is available on the pay receipt each pay period.

E. SICK LEAVE BANK

A "Sick Leave Bank" shall be established by the District. The Sick Leave Bank shall be administered in accordance with the following provisions:

1. Sick Bank days may be granted only for the applicant's extended disability resulting from illness or accident and only after complete usage of all accumulated or accrued sick leave.
2. A physician's statement certifying the extended disability, illness or accident together with any appropriate medical evidence the Sick Leave Bank Committee deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof). The Sick Leave Bank Committee may not act without submission of a physician's statement, except that a physician's statement may be submitted after the granting of days in cases of emergencies as determined by the Sick Leave Bank Committee.
3. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. Additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
4. After 30 days, the Sick Leave Bank Committee may have the applicant examined by a second physician, the cost of which will be paid for by the District. The Sick Leave Bank Committee may ask for additional verification as it deems necessary.
5. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for use of the Bank and the amount of the leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:
 - a) Medical evidence of serious extended illness
 - b) Longevity
6. The decisions of the above Sick Leave Bank Committee shall be final and binding upon the teachers, the Committee, and the Association with

respect to the Administration of Sick Leave Bank and shall not be subject to grievance and arbitration.

7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two representatives appointed by the Superintendent and three representatives appointed by the Association.
8. At the beginning of each school year, the District will submit, to the President of the Association, a count of the number of sick days in the bank.
9. Only those teachers who are new to the system or did not contribute to the bank previously shall contribute one day to the bank. Unless, if more days are needed, the Association shall notify the members of the bargaining unit by October 1 if additional contributions to the bank will be necessary during the school year.

F. PERSONAL LEAVE

1. All members of the bargaining unit shall receive 3 days paid leave in full or one-half (1/2) day increments for personal reasons, which cannot be carried out other than during school hours.
2. Personal leave days may generally not be granted for the workday before or after a holiday, vacation period, or other leave of absence.
3. Leave days are generally not granted in the first or last weeks of school.
4. Leave may be at the discretion of the teacher if 72 hours' notice is given when requesting personal leave, unless there is an emergency.
5. Teachers will submit a completed Employee Notification and Request Form for recordkeeping purposes, stating the teacher's name and date of request.
6. Personal leave is appropriate for the following and similar reasons:
 - a) Serious illness in the immediate family or of any person for whose welfare the employee is solely responsible.
 - b) Necessity of taking either a member of the immediate family or a person for whose welfare the employee is solely responsible to the hospital or of bringing him/her home when no one else is available.
 - c) Court appearance.
 - d) Family catastrophe.
 - e) Attendance of an employee at college graduation of a member of the immediate family or of any person for whose welfare the employee is solely responsible.
 - f) Personal bank business such as a mortgage or real estate closing.

- g) Individual cases not directly covered by the above shall be decided by the Superintendent based on whether actual necessity is involved.

G. WORKERS' COMPENSATION

Pursuant to G.L. c 152, §69, a teacher who is eligible to receive or is receiving Workers Compensation shall be permitted to use up accumulated sick leave for the purpose of receiving the difference between what is received under Workers' Compensation and the regular weekly Salary. The District, at the teacher's election, shall pay the necessary amounts and charge them to accumulated sick leave. In instances when accumulated sick leave and/or authorized withdrawals from sick bank are exhausted, the teacher will only receive Workers' Compensation benefits.

H. BEREAVEMENT

1. In addition to the provisions of Article 10, full time teachers will be allowed up to five (5) days leave during the school year in any case of death in the immediate family.
2. The term "immediate family" means the teacher's spouse, partner, and the parents, children, siblings, grandparents, brother-in-law, sister-in-law, or grandchildren of the teacher or his/her spouse / significant other, or other members of the immediate household.
3. These five (5) days shall be non-cumulative.
4. In addition to the provisions of Article 10, an absence of one day non-cumulative will be granted in the event of the death of an aunt, uncle, niece, nephew, or cousin of the teacher or spouse / partner if the teacher attends the funeral.
5. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable a teacher to attend the funeral or to attend to family or personal matters arising because of the death. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

I. THE SMALL NECESSITIES ACT CHAPTER 149: SECTION 52D OF FMLA

1. Employees shall be entitled to a total of 24 hours of leave during any 12-month of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
 - a) Accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
 - b) Accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services

related to the elder's care, such as interviewing at nursing or group homes.

2. The District may require the employee to substitute any of the accrued paid vacation leave, personal leave, or medical or sick leave on record. The District is not required to provide paid sick leave or paid medical leave in any situation in which it would not normally provide any such paid leave. Leave under this section may be taken intermittently or on a reduced leave schedule.

If the necessity for leave under this section is foreseeable, the employee shall provide the District with not less than seven days' notice before the date the leave is to begin. If the necessity for leave is not foreseeable, the employee shall provide such notice as is practicable. The District may require that a request for leave under this section be supported by a certification of the reason for this request or use of SNA leave.

J. JURY DUTY

1. Teachers who are called for jury duty shall not suffer any loss in income.
2. If the teacher received compensation from the court, then the following procedures will be followed:
 - a) The teacher will sign over to the School Department any checks received for Jury Duty (not including payment for mileage and other expenses) or
 - b) The teacher will present a certified check for the amount of such pay to the School Department.

K. PROFESSIONAL LEAVE

1. Each teacher may be granted time necessary to attend meetings, conferences, and / or conventions of an educational nature and at least one day for the purpose of visiting other schools which have new and / or innovative programs.
2. The school, school day, and the purpose of the visit shall be subject to the approval of the Principal and Superintendent.
3. Teachers may be asking to share information derived from such visits.

L. ASSOCIATION LEAVE

1. Two days additional leave shall be granted for the President of the Association and up to two other members of the Association to attend MTA and / or NEA conferences, conventions, or workshops.
2. Said leave will not exceed six person-days in any work year.

M. LEAVE BENEFITS FOR PART-TIME EMPLOYEES:

Notwithstanding any provision of this Agreement to the contrary, each employee who works less than full-time shall have his/her sick leave, sick leave bank, personal leave and bereavement leave benefits prorated. For example, if an employee works half time, the employee will be entitled to half of the sick leave entitlement provided to full-time employees. Eligibility for the *Small Necessities Leave Act* shall be in accordance with M.G.L. C. 249 § 52D. Jury Duty leave shall not be prorated for part-time employees.

ARTICLE 10 - FAMILY AND PARENTAL LEAVE

A. FAMILY LEAVE

In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), the District will grant full and regular part-time teachers with at least one year of active employment upon, if possible, thirty (30) days' notice up to twelve weeks of unpaid leave during any twelve-month period for any of the following reasons: 1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; 2) to care for a child, spouse, or parent with a serious health condition; or 3) because the employee's own serious health condition makes the employee unable to perform his or her job. A "serious health condition" is an illness, injury, impairment, or physical or psychological condition that involves either inpatient care at a health care facility or continuing treatment by a healthcare provider. An employee that is out on family or maternity leave, may use accumulated sick or benefit time if otherwise eligible for such benefits.

B. PARENTAL LEAVE PURSUANT TO M.G.L. CHAPTER 149, § 105 D FOR THE BIRTH OF THE EMPLOYEE'S CHILD:

1. Upon receipt of at least two weeks written notice of a teacher's anticipated date of departure and intention to return, the District shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the provisions of M.G.L. Chapter 149, § 105 D for the birth of the employee's child to teachers who have completed their probationary period, but are not eligible for FMLA leave. Except to the extent covered by sick leave as set forth below, parental leave shall be without pay.
2. A teacher who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days the teacher is disabled and unable to work. The Committee may require a teacher to submit medical evidence verifying the disability.

C. EXTENSION OF SHORT TERM LEAVE

The above leaves may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on FMLA or short-term parental leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from pregnancy extends beyond the above time periods.

D. Extended Child-Rearing Leaves

In the event a teacher desires a leave longer than the above statutory periods, the procedure listed below shall be followed:

1. Written notification of the request is to be given to the Superintendent as soon as possible, but not less than three (3) months prior to the beginning of the extended leave. Said child-rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) if, up to this time, she can, in the opinion of her physician, perform her duties satisfactorily.
2. The child rearing leave will terminate one year from the first of September following the birth of the child, or sooner, if the teacher and Superintendent so agree. Unless the teacher returns to work at the expiration of the leave, or any extension thereof, the teacher shall be deemed to have voluntarily resigned his/her employment.
3. Not later than February 15, the teacher shall notify the Superintendent in writing of his/her intent to return to teaching the following September. She/he may at that time request an extension of leave for one year with notice of return to be written at the later date. Extensions may be granted at the discretion of the Superintendent.
4. All notices of intent to return to teaching shall be accompanied by a physician's certificate indicating that the teacher is in good health and capable of resuming her teaching duties. Upon her return to work, she will be granted her previous position or the most comparable position available.
5. A teacher on extended child rearing leave shall not receive any salary for that period of time, any payment for accumulated sick leave, nor shall any such leave count toward professional teacher status. A teacher returning from child rearing leave will be placed on the step held when child-rearing leave commences.

6. All benefits, including unused accumulated sick leave, will be restored to the teacher upon her return from leave.
7. A teacher on leave beyond the requirements of the Family Medical Leave Act will be entitled to Cobra health benefits only.

E. ADOPTION LEAVE PURSUANT TO M.G.L. CHAPTER 149, § 105 D

1. Eight-week leave of absence without pay will be granted to an employee adopting a child under 18 years of age (M.G.L., c.149,§105D)
2. Parents adopting a child shall be granted “parent leave” under the following conditions:
 - a) If the child is less than one year of age, said leave shall not exceed one year from the date the child is received by the parents.
 - b) If the child is one year of age or older, said leave shall not exceed 40 days from the date of custody.
 - c) Notwithstanding, said leave will not extend beyond September 1 of the school year following the year in which custody occurs.
 - d) In no event shall the minimum parent leave be less than 40 days.
 - e) Any extension of parent leave shall be at the discretion of the Superintendent.
 - f) Such requests shall be made in writing to the Superintendent.

ARTICLE 11 - TEACHER EVALUATION

NMRSD shall adopt an evaluation system consistent with the newly modified 603 CMR 35.00. Evaluation is a shared responsibility between the teacher and the principal. The teacher evaluation process will be based on the Massachusetts Model System for Educator evaluation. The model includes statewide standards and indicators, role-specific rubrics and three categories of evidence to assess educator performance on the Standards and Indicators. A committee comprised of elementary, middle and high school teachers and District Administration will continue to review the evaluation processes and procedures annually through the first three (3) years of implementation and revise the teacher evaluation process as necessary.

Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluations are:
 - i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv. To assure effective teaching and administrative leadership, 35.01(3).

[Updated Evaluation Language 2019](#)

ARTICLE 12 - GENERAL

- A. Whenever any vacancy in a position occurs during the school year (September to June), it shall be publicized by the Superintendent by means of a notice placed on the District website. All teachers shall be given opportunity to make application for such positions and the Building Principal and Superintendent agrees to give due weight to the professional background and attainments of all applicants provided the individual is approximately licensed and highly qualified as stipulated by the MA Department of Elementary and Secondary Education.
- B. All openings for summer school and evening school positions and for positions under federal programs shall be publicized by the Superintendent on the District website as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their application as early as possible.

ARTICLE 13 - RETIREMENT BENEFIT

A. Retirement Benefit

In recognition of dedicated service to the North Middlesex Regional School District, any teacher covered by this Agreement who has taught for twenty (20) years in the District (or thirty (30) years total teaching, the last fifteen (15) of which have been consecutive in the District), may obtain a lump sum payment at the conclusion of the final year of teaching by following the established procedure:

- a) Eligible teachers who desire to participate in this program will notify the Superintendent by November 1 of the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act.
- b) It is understood that the giving of notice of intent to retire pursuant to this provision is irrevocable, and the teacher giving such notice shall be required to retire at the conclusion of the school year following the calendar year in which the notice of intent to retire is given, except if extraordinary changes in the teacher's family or personal life require the teacher to continue teaching.
- c) If such notice is submitted in writing by November 1, then at the conclusion of the final year of teaching, up to one hundred (100) days of accumulated sick leave shall be wiped off the books and in lieu thereof the individual concerned will receive a lump sum payment equal to \$50 for each sick day.

B. Death Benefit

1. Any retirement compensations due to a teacher who has given the necessary notice and who has been employed in the system for fifteen (15) years but who dies prior to retirement shall be paid to the estate of said teacher. Said payment shall be made within ninety (90) days of the final paycheck.

C. Life/Health Insurance Benefits (Retirement)

- a) Retired teaching personnel may choose to have life and health insurance administered by the Retired Municipal Teachers' programs (RMT) division of Massachusetts Group Insurance Commission (GIC). North Middlesex Regional School District will pay the percentage of payment on health and life insurance as is specified by state statute.
- b) Life Insurance: The District agrees to provide life insurance in the amount of \$5,000.

ARTICLE 14 - LONGEVITY

A. Conditions

1. Definition: Longevity will be based upon total years of service in the District as a District employee as recognized and described under Article 1 A of this Bargaining Agreement.
2. After completion of fifteen (15) years of creditable service to the North Middlesex Regional School District, the following will be paid:

Longevity will be applied as follows:

Year 1		Year 2		Year 3	
YRS	AMT	YRS	AMT	YRS	AMT
15-19	\$1,350	15-19	\$1,350	15-19	\$1,350
20-24	\$1,600	20-24	\$1,600	20-24	\$1,600
25-29	\$1,850	25-29	\$1,850	25-29	\$1,850
30+	\$2,150	30+	\$2,150	30+	\$2,150

3. Said sum will be paid with the first paycheck in December of each year.

ARTICLE 15 - TITLE ONE TEACHERS AND DISTRICT TUTORS

A. The terms and conditions of employment

1. Status

- a) Title One Teachers and District Tutors are hired on an annual basis. It is understood and agreed to by the Title One Teachers and District Tutors and the Teachers Association that the Title One program and employment of tutors for the program terminates each year.
- b) They are not eligible for professional status.

2. Work Day/Year

- a) Title One Teachers and District Tutors work 170 days.
- b) Title One Teachers and District Tutors who work 6 hours a day will have a 45-minute preparation time and a 25-minute lunch break.
- c) Teachers/Tutors required to work beyond the 6 hours in one day will be paid the regular hourly rate.
- d) For required work over 40 hours in one week, the hourly wage will be 1.5 times the regular hourly wage.
- e) All overtime work must be with the prior approval of the Superintendent.

3. Sick Leave/Personal Days

- a) Title One Teachers and District Tutors will be entitled to ten (10) sick days per year, non-cumulative.
- b) Title One Teachers and District Tutors will be eligible for three (3) personal days per year. It is agreed and understood that personal leave is not vacation leave and shall not be used to extend a holiday or vacation period. Personal leave is to be used for transactions that cannot be carried out other than during school hours such as mortgage closing, a day in court, or bank transactions. Personal leave is not accumulative or charged against sick leave.

4. Professional Responsibilities

- a) Title One Teachers and District Tutors will attend District-wide staff meetings and in-service staff development workshops held during the tutoring workday.
- b) Title One Teachers and District Tutors will attend parent conferences held during the tutor workday. Title One Teachers and District Tutors will attend parent conferences held during the tutor

workday. Title One Teachers and District Tutors may be required to attend evening parent conferences and open houses and will be paid a minimum of two (2) hours per evening.

- c) Parent-requested conferences shall be honored by the Title One Teachers and District Tutors within seven (7) school days and scheduled at a mutually convenient time. If scheduled at a time beyond the teacher/tutorial workday, overtime shall be paid. The building principal must approve in advance all extended time for parent conferences.

5. Benefits

- a) Title One Teachers and District Tutors will be eligible for medical/hospital and life insurance coverage as granted under the teachers' contract. The School Committee will contribute the same percentage to the premium as is required by the teachers' contract.
- b) Title One Teachers and District Tutors will be eligible to participate in the long-term disability coverage at 100% cost.

6. Compensation

- a) Title One Teachers and District Tutors will be placed on a differential hourly pay scale as follows:

Title 1 Teachers Salary Calculation

Step 1 Step 2

Title 1 Teacher Salary Schedule FY22 - FY24

Year	Year	COLA	Step 1	Step 2
1	FY22	1.0%	\$28.91	\$31.77
2	FY23	1.5%	\$29.34	\$32.25
3	FY24	2.0%	\$29.93	\$32.90

- b) A Title 1 Teacher who is hired as a teacher will be placed on the teachers' salary schedule based on the following formula:
(This formula does not apply to teachers who have been hired prior to 2008)

X no. of years of service in the District as Title 1 Teacher = Step Placement

(Rounded up to the nearest year)

- c) District Tutors will be given one (1) year of credit on the teachers' salary scale for every two years as a District Tutor.
7. If a reduction occurs amongst Title 1 teachers, reduction shall be by seniority within the Title 1 classification.

ARTICLE 16 - PROFESSIONAL CONSULTATION

In recognizing that the fundamental purpose of the parties to this Agreement is to provide education of the highest quality for the children of the North Middlesex Regional School District, and that fulfillment and this purpose can be supported by consultations and free exchange of views between the Committee and the teaching staff, the parties hereto agree that a Professional Consultation Procedure shall be established to be operative during the term of this Agreement.

Consultation meetings between the Committee or a subcommittee thereof and the Association may be scheduled not more frequently than twice each school year for duration of no longer than two hours upon written request of the Association. The Association agrees that prior to two weeks before the date scheduled for consultation, it will submit to the Head of the School Committee a written agenda of subjects about which it desires to consult, and the Committee shall have the opportunity to include on said agenda matters of concern or interest to the Committee. Consultation will be confined to subjects on the agenda. The frequency and/or length of such meetings may be extended by mutual agreement. The Superintendent will attend but shall not chair consultation meetings.

It is further agreed that the provisions of this Section will in no way be construed as broadening the scope of the other sections of the Agreement on broadening the application of this Agreement as a whole, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions, nor will these provisions make any matter a mandatory subject of discussion at any time other than at the consultation described in this Section that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

- A. Change in Category
- a) Application for change in professional category for salary purposes must be submitted to the Superintendent's Office no later than January 1 of the year prior to the September in which the change is to become effective.
 - b) All changes in professional category become effective in September.
 - c) If there is any doubt about gaining required credits for anticipated professional category change, a teacher may file an application with the understanding that change will be approved subject to official proof of necessary credits by September.
 - d) Graduate courses and/or workshops completed and approved in advance by the Superintendent that have been taken since the teacher's present professional category was determined should be listed on the Application for Change in Category form.
 - e) Any graduate courses taken prior to the establishment of your present professional category that were not approved in writing and in advance by the Superintendent may not be recognized, i.e. credited toward a change in professional category.
- B. Guidelines For Lane Change Credits (formally known as in-service credits)
- a) Definition
 1. A Lane Change Credit will be awarded for work that is equivalent to one (1) graduate level course as determined by the Superintendent.
 2. Graduate level courses in District or at an accredited college or university, pre-approved by the Superintendent.
 3. Credits conferred by the Superintendent for specific activities (i.e. mentoring or selected in District or out of District workshops).
 4. There will be a cap of 21 lane change (in-service) credits during term of employment for lane change.
 5. The Teachers Association meetings or conferences are not covered by this section.
 - b) Exception to the cap:
 1. An employee may exceed this cap for the use of 21 lane change credits only once during the term of employment under the following circumstances:
 - a. The course is a District office graduate level course designed to meet the requirements of a federal, state or local mandate. Example: Courses offered by the District in one or more of the ELL Categories for the DESE Endorsement for teachers.
 - b. This exception is at the discretion of the Superintendent and must be pre-approved via the steps below.

- c) Request Process
 1. Pre-approval is required from the Principal and the Assistant Superintendent of Schools.
 2. Credit will be considered for in-service participation for hours after the school day and or beyond the teacher work year.

C. Course Pre-Approval

- a) Teachers must request pre-approval of courses for the purpose of lane change or reimbursement by submitting the “Pre-Approval Request” Form to the Principal and Assistant Superintendent.
- b) This form will be returned to the teacher after pre-approval has been granted by the Assistant Superintendent.
- c) It must be resubmitted to the Assistant Superintendent after course completion with the instructor’s verification of attendance.
- d) Once approved the form must be submitted for reimbursement or lane change.
- e) Effective June 30, 2022, graduate course work has to be developed by an accredited university, not a second party provider such as Learner’s Edge, Advancement Courses, or other similar companies.

D. Reimbursement for Professional Development

1. The District will pay the reasonable expenses (registration fee, and substitute, if necessary) incurred by teachers who attend one or two-day workshops, seminars, conferences or other professional improvement sessions at the request of and/or with advance approval of their Principal and the Superintendent.

ARTICLE 18 - TUITION REIMBURSEMENT

A. Beginning in 2018-2019 School Year:

1. The Committee shall reimburse each teacher up to a maximum of one-thousand dollars (\$1000.00) each year for courses, provided that the Committee shall not be required to expend more than sixty-five thousand dollars (\$65,000.00) to fund this provision. The following conditions must be met to receive reimbursement:
 - a) Courses are approved in advance by the Superintendent.
 - b) Courses meet the criteria set forth in this Agreement.
2. The fund will be divided into three reimbursement periods:

Semester	Amount
Summer	\$31,000

Fall	\$17,000
Spring	\$17,000

- a) To be eligible for reimbursement, requests must be submitted to Central office no later than two weeks after the receipt of the official grade transcript.
 - b) Any remaining money in the pool following the first round of reimbursements will be carried over to the next reimbursement period.
 - c) In the event that the above amount is insufficient to satisfy the requests of all applicants, applicants shall be reimbursed on a pro rata basis.
 - d) Teachers must notify central office of a pre-approved course is not taken.
 - e) Effective July 1, 2021, with the exception of nine (9) credits, graduate course work has to be developed by an accredited university, not a second party provider such as Learner's Edge, Advancement Courses, or other similar companies.
3. Each Bargaining Unit Member will be eligible to receive reimbursement of the tuition and fees for pre-approved courses completed with a passing grade of B or better up to a maximum of one-thousand dollars (\$1000.00) per year subject to the following conditions:
- a) The Superintendent of Schools or his/her designee must approve all courses in advance.
 - b) A final grade report along with payment verification must be submitted to the Superintendent's office not later than two weeks following the receipt of the official grade transcript, to be eligible for reimbursements.
 - c) To qualify for reimbursement, Bargaining Unit Members must be actively employed in NMRSD during the school year following the completion of said courses. If a bargaining unit member, of their own volition, fails to return the employ of NMRSD full reimbursement of all funds awarded to that member must be made within thirty (30) days of the termination date.
 - d) Teachers hired specifically to fill one-year, temporary positions (i.e., to replace a teacher on leave) will not be eligible for tuition reimbursement.

ARTICLE 19 - RETELL

1. For the purposes of the RETELL initiative, an “available employee” shall be defined as an employee of the Committee who can attend a DESE SEI Endorsement Class or DESE SEI Endorsement Bridge Class as offered per schedule on the DESE website. Also, for the purposes of the RETELL Initiative, an “eligible employee” shall be defined as an Educator of the Committee who currently has or will have one or more ELL students in their classroom(s) the following school year, or a supervisor of an Educator who has or will have one or more ELL students in his/her classroom(s).
2. During the District’s Cohort years, the School Committee shall work collaboratively with the Association and shall inform Association leaders which employees are eligible and available based upon scheduling. An employee may volunteer to take the SEI Endorsement Class or Bridge courses in anticipation of taking ELL students in his/her classroom; however, scheduling of the ELL students is the Principal’s decision. An employee with existing SEI Endorsement may volunteer to have one or more ELL students in his/her classroom; however, the final decision for scheduling will be determined by the Principal. No later than one (1) week before the Committee transmits any such names, to DESE, the Committee shall notify such employees of this designation so that the employee may correct this determination if needed. In the event that the employee is unable to participate in the SEI Endorsement Class or Bridge course due to a Hardship Exception, the employee will first discuss the hardship with the Principal and Building Representative and seek to resolve the issue at the building level.
3. All employees obtaining SEI Endorsement, by successful completion of the forty-five (45) hour course for college credit, shall be eligible for course reimbursement and three (3) credits toward lane change. In the event that a university offers credit for the twenty-four (24) hour Long Bridge Course, employees shall receive two (2) credit hours toward lane change. In the event that a university offers credit for the fifteen (15) hours Short Bridge Course, employees shall receive one (1) credit hour toward lane change. Employees who obtain an SEI Endorsement without any additional coursework as part of initial license or successful completion of the SEI Endorsement test are not eligible for any additional credit hours by obtaining the SEI Endorsement.
4. In the event that DESE does not provide funding for the SEI Endorsement Class or Bridge Course(s) beyond the 2015-2016 school year, the School Committee shall provide the resources or course reimbursement funds so all eligible employees may earn the endorsement through the coursework. Educators with ELL students in their classroom at the time of course registration will have priority to access funding for reimbursement.

5. All Educators without an SEI Endorsement shall be notified if there are to be registered ELL students in their classroom(s) as soon as the information is available, but in no case later than the start of school. In cases of ELL Students already enrolled in the District, the affected Educator(s) shall be notified of assignment of ELL students by the end of the school year preceding such assignment. All supervisors of Educators without an SEI Endorsement shall be notified if there are to be registered ELL students in the classroom(s) of educators they supervise for the following school year as soon as the information is available, but in no case later than the start of school.
6. Employees enrolled in the SEI Endorsement Class or Bridge Course(s) will receive due consideration in the Educator Evaluation Process and will be held harmless on observations, formative assessments, and summative assessments on subjects covered in the SEI Endorsement coursework. Employees who wish to incorporate the process of obtaining the SEI Endorsement or the progress of their ELL Students, in whole or in part, as their professional practice goal or evidence submitted for Educator Evaluation may do so.

Except, as amended hereby, said Agreement shall remain in full force and effect, subject to all the terms and conditions as set forth therein.

IN WITNESS WHEREOF,
the parties hereunto set their hands and seal this 8th day of June, 2021.

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

Craig B. Jensen

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT TEACHERS' ASSOCIATION

Catherine Stopinski

Sharon Logidice

Edward Logidice

Michelle Stapel

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APPENDIX A: PAYROLL DATES

Pay Period	Pay Dates		
	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	7/1/2021	**7/7/2022**	07/06/2023
2	7/15/2021	7/21/2022	07/20/2023
3	7/29/2021	8/4/2022	08/03/2023
4	8/12/2021	8/18/2022	08/17/2023
5	8/26/2021	9/1/2022	08/31/2023
6	9/9/2021	9/15/2022	09/14/2023
7	9/23/2021	9/29/2022	09/28/2023
8	10/7/2021	10/13/2022	10/12/2023
9	10/21/2021	10/27/2022	10/26/2023
10	11/4/2021	11/10/2022	11/09/2023
11	11/18/2021	11/23/2022	11/22/2023
12	12/2/2021	12/8/2022	12/07/2023
13	12/16/2021	12/22/2022	12/21/2023
14	12/30/2021	1/5/2023	01/04/2024
15	1/13/2022	1/19/2023	01/18/2024
16	1/27/2022	2/2/2023	02/01/2024
17	2/10/2022	2/16/2023	02/15/2024
18	2/24/2022	3/2/2023	02/29/2024
19	3/10/2022	3/16/2023	03/14/2024
20	3/24/2022	3/30/2023	03/28/2024
21	4/7/2022	4/13/2023	04/11/2024
22	4/21/2022	4/27/2023	04/25/2024
23	5/5/2022	5/11/2023	05/09/2024
24	5/19/2022	5/25/2023	05/23/2024
25	6/2/2022	6/8/2023	06/06/2024
26	6/16/2022	6/22/2023	06/20/2024
27	6/30/2022 ++	++ Hourly Employees Only	
		** 1 week pay for hourly employees**	

APPENDIX B: EVALUATION DOCUMENTS

Teacher Evaluation documents are available here: [Evaluation Language](#)
Or on the North Middlesex Regional School District “Teach Point” website
and can be accessed by all professional personnel via his/her log in.