

COLLECTIVE BARGAINING
AGREEMENT

between the

*NORTHBOROUGH-SOUTHBOROUGH
REGIONAL SCHOOL COMMITTEE*

and the

*ALGONQUIN REGIONAL
TEACHERS ASSOCIATION
(ARTA)*

2020 – 2023

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ARTICLE I

RECOGNITION

For the purpose of collective bargaining with respect to salaries, hours and other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising thereunder, the Northborough-Southborough Regional School District Committee recognizes the Algonquin Regional Teachers Association as the exclusive bargaining agent and representative of the following professional permanent employees: Guidance Counselors, Library Media Specialist, School Nurse, Adjustment Counselors, Occupational Therapists, Physical Therapists, Speech Therapists, Behavioral Therapists, School Psychologists, Tutors, and Classroom Teachers and excluding all other managerial and confidential employees pursuant to Chapter 150E of the Massachusetts General Laws, per diem substitutes, custodians, cafeteria employees, secretaries, aides, business manager, Director of ELL, Nurse Leader, Superintendent, Assistant Superintendent, the Director of Student Services, Assistant Director of Student Services, Principals, Assistant Principals, Director of Curriculum, Director of Technology and all other employees.

The Negotiations Committee will represent the Algonquin Regional Teachers Association (hereinafter referred to as "the Association") in collective bargaining with the Northborough-Southborough Regional School District Committee (hereinafter referred to as "the Committee").

ARTICLE II

CODE OF ETHICS

The Algonquin Regional Teachers Association and the Algonquin Regional School Committee agree to adhere respectively to the principles outlined in the most current Code of Ethics published by the National Education Association and the Massachusetts Association of School Committees.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE AND THE SUPERINTENDENT

Section 1. The Committee is recognized as a public body established under and possessing all those functions and powers granted to it by the Statutes of the Commonwealth of Massachusetts and the rules and regulations of agencies of the Commonwealth.

Section 2. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent except where such power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent is specifically limited by an agreement.

ARTICLE IV

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty of reprisal, to form, join and assist employee organizations or to refrain from such activity; to hold office 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 purposes of collective bargaining or other mutual aid or protection.

Section 2. 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 in regard to tenure, promotion, or other conditions of employment.

Section 3. Any of the benefits, privileges, and conditions of employment currently in force will not be unilaterally impaired.

Section 4. All of the above rights may be exercised so long as they do not interfere with employees' professional or contractual obligations.

ARTICLE V

TEACHER PROTECTION

Section 1. Teachers will immediately report to the Superintendent, in writing, all cases of assault suffered by them in connection with their employment.

Section 2. This report will be forwarded to the Committee which will comply with any responsible request from the teacher for information in its possession related to the incident or to the persons involved and will act in appropriate ways as liaison between the teachers, police and the courts.

Section 3. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Committee will furnish legal counsel and all fees necessary to defend him in such proceedings if he requests such assistance, provided that such employee is not in violation of school policy.

Section 4. If an appeal from a guilty finding is taken by the teacher, the expenses of such appeal shall not be paid for by a Committee unless approved by vote of the Committee.

ARTICLE VI

OPERATIONAL GUIDELINES

Section 1. School Year.

- (a) The teacher work year shall consist of 185 working days to include the day before the start of the student school year, 180 days for instructional purposes, and four (4) days for professional development. A joint committee consisting of an equal number of representatives of the Committee and the Association will make programmatic recommendations to the Superintendent and Committee regarding the content of the professional development days. **Of the four (4) days for professional development, one (1) of the days will be considered a Flexible Professional Development Day. If one (1) of the remaining three professional development days is canceled due to a school cancelation, that professional development day will then become a second (2) Flexible Professional Development day that year. (See Appendix C for details around Flexible Professional Development).** The Committee and ARTA agree that the work year (including teacher preparation day and professional development days) will begin no earlier than the Monday before Labor Day unless mutually agreed to by the parties no later than January 15th for the coming academic year.
- (b) Teachers shall not be required to work on Saturdays, Sundays, or holidays except by mutual agreement between the Association and the Committee.

Section 2. School Day.

- (a) It has been the policy of the Committee not to stipulate the time teachers should arrive at school or at what time they should leave. It is agreed that teachers, as professionals, should be aware of their responsibility to be in their classrooms when their students arrive and of their responsibility to be available to students for make-up and special help when this is needed. The practice of handling this in a professional manner shall be continued.
- (b) The length of the pupils' school day shall not be increased or decreased without the mutual agreement of the Association and the Committee unless otherwise required by the State Department of Elementary and Secondary Education.
- (c) The parties to this Agreement recognize that compliance with state regulations on Student Learning Time may necessitate changes in the structure of the school day. We believe that this matter will best be addressed through a broad-based decision-making process involving teachers, students, the administrative school-based leadership team and the school council. This team approach will develop creative scheduling that results in compliance with new regulations for subsequent academic years.

Section 3. Lunch Period. Every teacher will have a duty free thirty (30) minute daily lunch period.

Section 4. Teaching Load.

- (a) Teachers will be assigned a maximum of twenty-five (25) teaching blocks and a minimum of the equivalent of one (1) daily duty-free preparation period in a five-day cycle. A double-block class will count as two (2) teaching blocks. No teacher shall be assigned more than five (5) course units per semester and a maximum of five (5) additional assigned periods per five-day cycle. A course unit shall be defined as a class or a combination of classes that meets five (5) times per cycle.

Assignments may include one or more of the following:

1. Professional Learning Communities.
2. Maintenance of specialized equipment and specialized facilities by mutual agreement of teacher and administrator.
3. Directed Study supervision.
4. Cafeteria supervision -- only after available volunteers have been utilized.
5. Supervision of areas such as lavatories, hallways and resource rooms. Such assignments will be made in accordance with teacher preference.
6. Emergency duties to be assigned only on a temporary basis.

All assignments of additional periods shall be prorated according to the percent of employment not including the professional responsibilities.

A group of administrators and teachers will meet to formulate procedures for the equitable assignment and rotation of duties.

In an effort to enhance collaboration, the administration will provide a list to department chairs of duties that need coverage. These duties will be in accordance with the additional assigned periods as noted above. In providing duties to each department the administration will endeavor to have a proportional number of different types of duties based on the number of department team members (i.e., cafeteria supervision, supervision of areas, directed study supervision). Department chairs will facilitate discussions with their department team members to determine a schedule for covering the additional assigned periods. The assignment of additional periods will be done in a collaborative manner among department team members. The final assignments will be subject to administrative approval. These procedures will be published and distributed to staff. Except in unusual circumstances, the duty list will be posted in advance of each semester. All staff (except tutors, nurses, and educators in their first year) will have duties.

The above is subject to modification only by mutual agreement of teacher and administration.

- (b) Teachers shall not be required to teach more than two subject-matter areas nor have more than three preparations per day, except by mutual agreement between the Principal, **the teacher**, and the Association. Advanced Placement, College Prep and Honors courses are considered single and distinct classes. This is subject to modification for educational innovation, experimentation, and group instruction and safety and space concerns.

- (c) No teacher shall be assigned classes which total average more than twenty-five (25) pupils per class. No teacher shall be assigned a total load of more than one hundred twenty-five (125) pupils per semester. These limits would not apply to ensembles such as band and chorus. No class shall exceed thirty (30) pupils per class. These ratios are subject to modification for educational innovation, experimentation, and group instruction and safety and space concerns. The Northborough-Southborough Regional School District Committee and the Algonquin Regional Teachers Association recognize the value of small class size to meet the individual educational needs of all students; therefore they both share the goal that no class should exceed twenty-five (25) pupils.

- (d) No teacher shall be required or assigned to teach outside the teacher's licensure unless by mutual agreement between the teacher and the Superintendent.

- (e) The Committee agrees to work towards a ratio of sixty (60) teachers and fifteen (15) professional, non-teaching employees for every one thousand (1,000) pupils.

- (f) Teachers will be paid forty-five dollars (\$45) per single class for covering any class during their preparation period when coverage is required through lack of regular substitute coverage. This provision does not apply to teachers who have been relieved of their classes through graduation or field trips. It is understood that this section applies to all unit members including Department Chairs, Specialists, Guidance and Media/Library staff and that Administration will work to ensure that the assignment of coverage is equitably offered to all bargaining unit members. While nothing herein requires the district to make available a minimum number of class coverage opportunities, the district will not change the policy regarding substitute coverage (see Article IX, Section 1A).

- (g) Faculty members required by law (under Chapter 766) to attend Team Evaluations, which are scheduled to commence after 3:30 P.M., shall be reimbursed at the rate of twenty-seven dollars and fifty cents (\$27.50) an hour. Every effort will be made to schedule these meetings immediately after school.

- (h) Faculty members who participate in curriculum workshops approved in advance by the Superintendent or his designee shall be compensated at the rate of twenty-seven dollars and fifty cents (\$27.50) per hour.

- (i) The Association President(s) shall be assigned no "additional" periods, as defined in Section 4(a) [Teaching Load], subsections 1 through 6 of this Article.

ARTICLE VII

DEPARTMENT CHAIRS

Section 1. Department Chair Specifications and Departments

- (a) Within a reasonable period of time after either party requests a review of any department chair job description, the Committee and the Association will establish a joint committee to review and, if necessary, revise the department chair job description. The joint committee will consist of three (3) members of the Administration and three (3) department chairs chosen by the Association. These persons shall select from among themselves a chair. The joint committee shall render a report of its findings to the Association and the School Committee. Any changes in the department chair's job description shall be subject to ratification by both parties.
- (b) Job specifications so ratified by both parties:
1. shall be in written form; and
 2. shall be provided to the affected department chair(s); and
 3. shall be maintained by the Administration in a designated file; and
 4. shall not be modified or revoked without the specified agreement of both the Administration and the Association.
- (c) The sections related to the Department Chair, entitled Primary Focus and Specific Functions are hereby incorporated into this Agreement by reference as noted in Appendix "A".
- (d) The following shall be the departments at Algonquin:

Applied Arts and Technology	
Mathematics English	Science
Fine and Performing Arts	Social Studies
Guidance	Health and Fitness
World Languages	Student Services

Section 2. **Student Services**

This position will support student learning in the **Student Services** Department. Working under the direction and supervision of the Student Services Coordinator, the Student Services Department Chair will assume responsibilities that may include the following:

- Coaching special education teachers and aides
- Coordinating MCAS accommodations with the Coordinator of Student Services/Department Chairs/Assistant Principals
- Facilitating College Board and ACT testing accommodation submissions
- Providing support to the department with the Educator Evaluation Process
- Investigating and assisting in identifying instructional resources for students and teachers
- Participating in the orientation of new staff and students
- Participating in Algonquin's SBLT meetings as appropriate

ARTICLE VIII

SICK LEAVE POLICY

Section 1. Teachers shall be credited with fifteen (15) sick days at the beginning of each school year cumulative to one hundred eighty-five (185) days.

Section 2. Deductions for excused absences beyond the allowable sick leave or for other cause shall be computed at the rate of one one-hundred eighty-fifth (1/185) of the annual rate of salary. Stipends obtained from extracurricular activities will not be included in the deduction. This last sentence will not apply when an additional stipend must be paid to complete the activity.

Section 3. In the event of the absence of a teacher for illness in excess of five (5) **consecutive** days, the Committee will require the filing of a doctor's certificate, or the Superintendent may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician; such examination shall be at the Committee's expense.

Section 4. A sick leave bank shall be established. Any teacher may contribute two (2) or more sick days per year to this bank. Such contribution must be made within thirty (30) days of the employment contract in any given school year. Any teacher who has contributed to this bank during the current contract year and has used the teacher's accumulated sick leave will be entitled to borrow from the bank, subject to the approval of the sick leave bank board.

New hires cannot access the sick bank for the first three (3) years of service. The board will consist of two (2) members chosen by ARTA and two (2) representatives chosen by the School Committee to oversee the operation of the bank under the following circumstances:

- (a) Initial funding of the bank will consist of the number of days remaining in the sick bank at the beginning of this agreement.
- (b) Individual petitions will be presented to the board by interested parties.
- (c) When the sick bank falls below two hundred fifty (250) days, each participating teacher will then contribute one (1) or more days to be deducted from his/her yearly sick credit.
- (d) In the event the bank is depleted, additional bank days will be funded on a voluntary basis.
- (e) Petitioner or his representative must present pertinent medical data and proof of illness. A response to any petitioner will be forwarded within two (2) weeks.
- (f) Applications will be considered accepted unless refused by a simple majority vote of the board.
- (g) All petitions are to be held in strict confidence.

The chair of the sick bank board shall be chosen from the Association members of the board. Sick bank benefits will not extend beyond the limits of the employment contract. The board shall notify the Superintendent's office of payments to be made from the bank and shall submit quarterly statements of its condition. There shall be no limit to the bank's total accumulation.

Section 5. If a teacher leaves the District's employ during the first year, the number of days to which the teacher is entitled will be prorated and his severance pay will be adjusted accordingly.

Section 6. After ten (10) years of employment in the district, an employee who retires from the district shall receive a sick leave buyback according to the following schedule:

- After 10 years of employment: \$10 per day to a maximum of one hundred (100) days
- After twenty (20) years of employment: \$20 per day to a maximum of one hundred (100) days

ARTICLE IX

TIME OFF BENEFITS

Section 1. Teachers will be entitled to the following leaves of absence with pay each school year.

- (a) A total of five (5) days of absence may be taken for legal or personal business; or for household or family matters which require absence during school hours. Application for personal leave up to the three (days) will be made to the Principal at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section.

Personal days may not be taken immediately preceding or following a vacation or **District recognized holidays**. In special circumstances, the superintendent may authorize the use of personal leave days immediately preceding or directly following holidays and vacations. Under no circumstances shall said days be used to extend a vacation or holiday.

Requests for personal time to be taken after May 15 or any days taken beyond the first three (3) days shall state a reason for the request and be approved by the Superintendent of Schools no less than 48 hours prior to the dates requested for personal leave.

Teachers who need short term leave for reasons stipulated as "personal time" for a length of time not to exceed two "regular" class periods during the school day will not be charged for leave time if they do not need coverage or if they arrange for a colleague to cover their class and there is no substitute cost to the district.

(b) **Religious holidays.** Bargaining unit members may be granted up to three (3) days each year to observe recognized religious holidays of the faith to which such members belong when such holiday falls upon such a day when school is in session. The Superintendent of Schools shall be the final arbiter of what is recognized as any "Bona Fide or sincerely held religious beliefs." Notice to the Superintendent must be given ten (10) school days in advance of the holiday where practicable. Approved absence for such religious holidays shall not be deducted from personal leave or sick leave. **Additional religious holidays may be granted at the discretion of the Superintendent on a case-by-case basis.**

If the School Committee should change **the** school calendar one where classes are held on days currently designated as religious holidays, either party may request to impact bargain over the change.

- (c) **Bereavement Leave.** Up to three (3) school days at any one time in the event of the death of a teacher's spouse, child, parent, grandparent, sibling, son-, daughter-, father-, mother-in-law, grandchild, significant other, or other members of the immediate household. Teachers will be granted one (1) day at any one time in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, niece, nephew or cousin. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent.
- (d) **Bedside Care** Up to three (3) school days annually in the event of an illness requiring bedside or household attention by the teacher or the teacher's spouse, significant other, child, parent, sibling, grandparent, grandchild, son-, daughter-, mother-, father-in-law or other member of the immediate household. Five (5) days of accumulated sick leave may also be used for family illness annually. Additional family sick leave may be granted on a case by case basis by the superintendent. Any additional time will be deducted from the employee's accrued sick time.
- (e) Professional days for the purpose of visiting other schools, attending meetings or conferences relating to curriculum development or organizational structure will be allowed provided a written proposal is presented to and approved by the Superintendent of Schools at least two (2) days in advance. No more than ten percent (10%) of each building faculty on any given day will be absent for this purpose.
- (f) The Committee agrees to provide twelve (12) days during any school year for persons called into temporary active duty of any unit of the U.S. Reserves or State National Guard provided such obligations cannot be filled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay that they receive from the State or Federal Government.
- (g) **Parental Leave.** Teachers will be granted up to ten (10) days in the event of a birth adoption or foster care placement. Five (5) additional days may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section shall be deducted from sick leave.

Section 2. Leaves taken pursuant to Section 1 above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.

Section 3. Time necessary for four (4) Association representatives to attend MTA and/or NEA conventions and conferences will be allowed

Section 4. Teachers required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage, and the teacher's regular pay.

Section 5. Association Days. The president(s) of the Association or his/her designee will be released for four (4) days during the school year to attend to association business. The scheduling of the association's release days shall be arranged with his or her immediate supervisor. Substitute stipends will be paid for by the school district. Additional time may be provided at the discretion of the president's or his/her designee's immediate supervisor.

ARTICLE X

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

Section 1. The Committee agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if the teacher had not been absent.

Section 2. A leave of absence without pay for up to two (2) years will be granted to any teacher with professional teacher status who joins the Peace Corps, AmeriCorps, or serves as an exchange teacher and is a full-time teaching participant in either of such programs. Upon return from such leave, a teacher will be considered as if the teacher were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if the teacher had not been absent.

Section 3. Military leave will be granted to any teacher with professional teacher status at Algonquin Regional High School who is inducted or enlists because such induction is imminent into any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be considered as if the teacher were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if the teacher had not been absent up to a maximum of three (3) years.

Section 4A. Parental Leave of Absence. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every teacher is entitled to up to eight (8) weeks of parental leave if they have completed an initial probationary period of three (3) months and if they give at least two (2) weeks' notice of the expected departure and return dates.

A teacher who has been employed for one (1) complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for birth, adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child, or parent in accordance with the Family and Medical Leave Act. Said leave shall be concurrent with and not in addition to Parental Leave and Child-Rearing Leave under the collective bargaining agreement. A teacher who is utilizing the Family and Medical Leave Act for his/her own illness will be required to

use sick leave during the period of leave attributable to his/her illness. Consistent with the Family and Medical Leave Act, during said twelve (12) week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the District and the employee during said leave will remit to the District his/her share of the premium.

Section 4B. Child Rearing Leave of Absence. A child rearing leave of absence of up to two (2) years without pay will be granted to a teacher with professional teacher status in connection with the birth or adoption of his or her child. The teacher shall notify the administration in writing three (3) months prior to the expected leaving date. The leave will commence at the end of a marking term whenever possible. A leave of absence under this section shall be limited to one family member within the school system at any one time.

Section 5. A leave of absence without pay or increment of up to one (1) year will be granted teachers for the purpose of caring for a sick member of the teacher's immediate family.

Section 6. The Committee will grant a leave of absence without pay not to exceed the lesser of one (1) full term of office or two (2) years to any teacher with professional teacher status to campaign for or serve in a public office provided this does not breach any contractual obligation and that sufficient educational benefit to the District can be demonstrated.

Section 7. A teacher with professional teacher status may be granted a leave of absence without pay or increment for up to two (2) years for health reasons. Requests for such leaves will be supported by appropriate medical evidence.

Section 8. Any teacher without professional teacher status whose personal illness extends beyond the period compensated may be granted a leave of absence without pay until the end of the school year. Requests for extension of such leave may be submitted to the School Committee for consideration.

Section 9A. Any professional status teacher will be entitled to a two (2) year leave of absence without pay to pursue an alternative career. Application shall be made to the Superintendent on or before January

15. After this date, such leave will be granted at the discretion of the Superintendent. Leave must be requested and will be granted in full-year increments only.

Section 9B. If an individual is granted a position outside the bargaining unit, but within the district, then they shall accrue seniority, including but not limited to salary advancement in accordance with the salary scale for up to two (2) years.

Section 10. Teachers on such leaves must notify the Superintendent of their intent to return or their intent to extend their leave no later than January 15th of the school year preceding the school year of return. The leave granting document shall contain the notification of intent to return information and forfeiture provisions of the collective bargaining agreement. Acceptance of this document shall be a condition of the leave. Failure to respond in writing, postmarked no later than January 15th of the school year preceding the school year of return, will result in the forfeiture of the teacher's position and shall be considered a voluntary resignation.

Section 11. All benefits to which a teacher was entitled at the time his leave of absence commenced,

including unused accumulated sick leave, will be restored to him upon his return; and subject to Article XXVI, the teacher will be assigned to the same position which the teacher held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE XI

SABBATICAL LEAVES

Sabbatical leaves will be granted for an organized program of professional advancement to members of the Association by the Superintendent. Such leaves are designed to improve the quality of education at Algonquin Regional High School, in the judgment of the Superintendent, thus increasing the benefits accruing to pupils. Sabbatical leaves will be subject to the following conditions:

- (a) The employee shall have completed at least seven (7) full years of employment.
- (b) No more than two (2) employees per school year will be granted sabbatical leave, and no more than one (1) such employee from a single department may be granted such leave at any particular time.
- (c) Requests or notifications of intent of sabbatical leave must be received in writing in such form as may be required by the Superintendent no later than October 1. Action must be taken on all such requests no later than April 1 of the school year preceding the school year for which a sabbatical leave is requested.
- (d) In the event the number of applications received exceeds one (1) in any department or two (2) employees, the application will be evaluated on the following factors:
 - 1. Educational value of the proposed program to Algonquin Regional High School.
 - 2. The quality of past performance by the employee.
 - 3. The length of service by the employee.
- (e) Upon return to employment, the employee shall be placed on the appropriate salary step in the salary schedule as though such employee had not taken leave.
- (f) The employee will agree in writing that, upon termination of leave, the employee will return to Algonquin Regional High School for a period equal to twice the length of such leave and that, in default of completing such service, the employee will pay back to the District an amount equal to such proportion of the salary received by the employee while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered.
- (g) Employees on sabbatical leave—either full year or half year—will be reimbursed one-half a full year's salary provided that such payment, when added to any grant received, does not exceed the employee's present salary. If the present salary is exceeded, the District's participation will be reduced by the amount necessary to maintain the present salary.
- (h) Sabbatical leave will not be granted for the purpose of study for another trade or profession.

ARTICLE XII***SALARY SCHEDULE***Section 1.

2020-2021 School Year	2.5%
2021-2022 School Year	2.5%
2022-2023 School Year	2.75%

FY21 @2.5%	BACHELORS	BA+15	MASTERS	M+18	CAGS/M+36	M+60
Step 0	50,183	52,051	54,325	56,359	58,179	60,606
Step 1	53,166	55,036	57,941	59,982	61,961	64,551
Step 2	56,147	58,022	61,558	63,605	65,742	68,497
Step 3	59,130	61,008	65,175	67,229	69,525	72,442
Step 4	62,113	63,994	68,792	70,852	73,307	76,387
Step 5	65,096	66,980	72,408	74,475	77,089	80,332
Step 6	68,078	69,965	76,025	78,099	80,871	84,278
Step 7	71,061	72,951	79,643	81,722	84,654	88,223
Step 8	74,043	75,937	83,259	85,345	88,435	92,168
Step 9	77,026	78,923	86,876	88,968	92,217	96,113
Step 10	80,008	81,909	90,492	92,591	95,999	100,058
Step 11	82,991	84,895	94,109	96,215	99,782	104,004

FY22 @2.5%	BACHELORS	BA+15	MASTERS	M+18	CAGS/M+36	M+60
Step 0	51,438	53,352	55,683	57,768	59,633	62,121
Step 1	54,495	56,412	59,390	61,482	63,510	66,165
Step 2	57,551	59,473	63,097	65,195	67,386	70,209
Step 3	60,608	62,533	66,804	68,909	71,263	74,253
Step 4	63,666	65,594	70,512	72,623	75,140	78,297
Step 5	66,723	68,654	74,218	76,337	79,016	82,341
Step 6	69,780	71,715	77,926	80,051	82,893	86,384
Step 7	72,838	74,775	81,634	83,765	86,770	90,428
Step 8	75,894	77,836	85,340	87,478	90,646	94,472
Step 9	78,951	80,896	89,048	91,192	94,523	98,516
Step 10	82,009	83,956	92,754	94,906	98,399	102,560
Step 11	85,066	87,017	96,462	98,620	102,276	106,604

FY23 @2.75%	BACHELORS	BA+15	MASTERS	M+18	CAGS/M+36	M+60
Step 0	52,852	54,819	57,214	59,356	61,273	63,830
Step 1	55,993	57,964	61,023	63,172	65,257	67,985
Step 2	59,134	61,108	64,833	66,988	69,239	72,140
Step 3	62,275	64,253	68,641	70,804	73,223	76,295
Step 4	65,417	67,397	72,451	74,621	77,206	80,450
Step 5	68,558	70,542	76,259	78,437	81,189	84,605
Step 6	71,699	73,687	80,069	82,253	85,173	88,760
Step 7	74,841	76,831	83,878	86,069	89,156	92,915
Step 8	77,981	79,976	87,687	89,884	93,139	97,070
Step 9	81,122	83,121	91,497	93,700	97,122	101,225
Step 10	84,264	86,265	95,305	97,516	101,105	105,380
Step 11	87,405	89,410	99,115	101,332	105,089	109,535

Section 2. Post Graduate and Refresher Training. During the first three (3) years of employment, newly hired teachers shall be required (based on available funding) to take Instruction for All Students or complete an equivalent course upon the approval of the Superintendent. This requirement shall qualify these teachers for graduate credit for advancement on the salary schedule.

Courses and/or intended plans of study that may lead to salary advancement must be submitted for the Superintendent's approval. For movement to any salary lane, an official transcript, showing credits earned, must be submitted to **Human Resources**. All grades shall meet the college or university's requirement for graduate credit. Any coursework applied towards advancement on the salary scale must be completed no later than September 1. Courses will not be counted more than once towards the completion of a degree or salary schedule advancement.

Section 3. Bachelor's Plus 15.

Teachers who have accumulated fifteen (15) semester hours in an accredited graduate program leading to a Master's Degree at an accredited institution will be placed in this salary lane.

Section 4. Master's Degree.

Teachers who have obtained a Master's Degree from an accredited institution and accredited program will be placed in the Master's salary lane at the appropriate step.

Section 5. Master's Plus 18.

Teachers who have earned eighteen (18) additional hours of graduate credit will be placed in the Master's Plus 18 salary lane at the appropriate step.

Section 6. Advanced Study

In order to qualify for the Advanced Study lane a teacher must have a Certificate of Advanced Credit in Graduate Study (CAGS), a second Master's degree, or the equivalent.

The equivalent must meet the following criteria:

- (a) All semester hours must be earned in accredited graduate schools.

- (b) There shall be no repetition of courses
- (c) A minimum of thirty-six (36) credits must be obtained as follows:
 - 1. 24 semester credits in an area of study or specialization
 - 2. 12 credits in areas related to the teacher's field of instruction

Section 7. Teachers with a CAGS, second Master's degree, or equivalent may advance to the M+60 level by the following procedure:

- (a) Earn 24 additional credits, beyond a CAGS, second Master's degree, or equivalent. All 24 additional credits needed for placement on this schedule must be earned after placement on the M + 36 salary lane. The courses utilized to obtain the 24 additional credits must be relevant to the teacher's field, specialization, or a program of study related to education.
- (b) In order for courses to be relevant, their content must be in alignment with the district Professional Development Plan, Strategic Plan, School Improvement Plan, or Department of Elementary and Secondary Education regulations.
- (c) Courses that qualify for advancement to the M + 60 salary lane may be earned at an accredited graduate school or may be internal district offerings approved by the Superintendent of Schools.

Section 8. In case of a dispute over the acceptability of a course(s) to qualify a teacher under Section 4 or 6 above, the Association and the Committee will resolve the issue jointly at a meeting to be held at the request of either party.

Section 9. Doctorate.

The salary for a teacher with a Doctorate from an accredited college or university shall be 1.04 times the salary at the corresponding step of the MA+60 scale.

Section 10. Professional Incentive Program. All professional staff members at maximum shall be eligible for the following incentive program:

- (a) Upon submission to and prior approval of the Superintendent's office of a program of professional advancement, said staff members may receive up to one hundred dollars (\$100) as an incentive to maintain high professional standards.
- (b) No staff members shall be eligible for incentive payment more than once in every three (3) year period from the effective date of this agreement.
- (c) A maximum of eighteen hundred dollars (\$1,800) will be allocated annually for the professional development program.
- (d) It is the School Committee's intent that the professional incentive program encourages continuing professional development.

The parties agree to this concept without precedent.

Any exceptions to the procedures in this article may be made by the Superintendent on a case by case basis.

ARTICLE XIII

JOB SHARING

Section 1. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers.

Section 2. A job-sharing situation will be considered only if two (2) professional status teachers jointly develop a plan for the job-share and approach the Superintendent with it together; individuals cannot request job-sharing.

Section 3. In approving job-sharing requests, the Superintendent will consider the merits of the request and the impact the job-share will have on the school system.

Section 4. In the event that one professional employee involved in job-sharing is unable to complete the school year, the other individual must resume the position full-time or propose a plan acceptable to the Superintendent which would allow the continuation of the job-sharing arrangement.

Section 5. The application to job share must be submitted to the Superintendent by January 15th of the preceding school year.

Section 6. A job-sharing request may not exceed one year. Teachers may reapply the following year, however. The following working conditions shall apply to teachers participating in job sharing:

- (a) Both teachers will be present and on duty for the entire workday during the first week of school.
- (b) Both teachers will be required to attend the district's four professional development days.
- (c) Both teachers will be available for parent conferences.
- (d) Both teachers will arrange meeting times to evaluate students and mark report cards.
- (e) If there is a temporary staffing interruption due to illness or other reason, the teacher who is available for work will cover for the absent teacher, whenever possible, thereby eliminating the need for a substitute.
- (f) The number of job share positions shall be at the discretion of the Superintendent.

Section 7. It is understood in the application process that one teacher in a job share must opt out of District provided health insurance for the year and secure that benefit through another source. Should that teacher lose the alternative source of health insurance during the year the individual would be eligible for Cobra with the former insurance provider. The District also has the right to make the position full time should such a situation occur. The teacher without insurance would not be entitled to the Reduction in Force provisions of the contract until the beginning of the next school year.

ARTICLE XIV

HEALTH INSURANCE

Section 1. The Committee shall provide the insurance benefits available to state and municipal employees under the provisions of MGL Chapter 32B as currently provided and these benefits will not be changed or diminished unless agreed upon through collective bargaining in accordance with Chapter 150E and Chapter 23, Section 77 of the Acts of 1988.

Section 2. The Committee shall pay seventy five per cent (75%) of the cost of the individual or family coverage (whichever applies in this particular case) for health insurance benefits available to state and municipal employees under provision of Massachusetts General Laws, Chapter 32B.

Section 3. The plan design of the co -payment structure for Fallon Select Care/Direct Care and Harvard Pilgrim Health Care is as follows:

Inpatient Hospital treatment	\$1,000
Outpatient Hospital treatment	\$500
Physician Office Visits	\$25
Specialist	\$35
CAT Scans, MRI and PET Scans	\$250
ER	\$150
Prescriptions	
Generic	\$10
Preferred	\$25
Non-Preferred	\$50
Out of Pocket Maximum	\$4K/8K (medical and RX)

The District agrees to maintain a Health Reimbursement Account (HRA). All inpatient and outpatient co- pays will be fully reimbursed. The co-pay for the first PET Scan, CAT Scan or MRI in each fiscal year is the responsibility of the policy holder. Subsequent High Tech imaging will be fully reimbursed.

Full inpatient and outpatient reimbursement will remain in place as long as this plan design is in effect. The deductibles for all other co-pays will be evaluated and if necessary, re-negotiated no later than May 1 of each year.

Inpatient and outpatient reimbursement which will be paid as they occur. The district will provide a reimbursement form.

The District will continue to provide members the opportunity to participate in a Flexible Spending Account (FSA).

Section 4. This Health Reimbursement Account will remain in place as long as this higher co-pay plan design is in effect. Any changes will be subject to negotiation.

Section 5. For a retired employee and for the surviving spouse of an active or retired employee, the District will pay seventy-five percent (75%) of the health insurance premium of an individual or family plan which provides the same level of benefits as provided by the current carriers. If the active or

retired employee or spouse is eligible for Medicare, the District will pay seventy-five percent (75%) of the premium cost for a Medicare extension plan with the same level of benefits as currently provided.

Section 6. The above benefits shall also apply to separated employees to the extent provided or required by federal (COBRA) provisions.

Section 7. The Committee shall establish and maintain a Section 125 pretax funding premium conversion plan for health insurance payments for all members of the bargaining unit.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1. **Each year of the contract, the Committee will fund a Professional Development Course Reimbursement Pool of \$10,000 specifically for conferences, workshops, or seminars (not graduate coursework/credits). The purpose of this pool is to reimburse employees for professional development (ex: conferences relating to the educator's current position) taken in accordance with the guidelines established by a Professional Development Committee. If there are funds still remaining after May 1, of that same year, these funds will roll into the \$20,000 general professional development (course reimbursement) fund in Section 2 in this Article.**

Section 2. Each year of the contract, the Committee will fund a Professional Development Pool of \$20,000. The purpose of this Pool is to reimburse employees for courses taken in accordance with the guidelines established by a Professional Development Committee consisting of three (3) administrators and three (3) Association members. Requests for reimbursement must be submitted by June 1st.

ARTICLE XVI

OTHER STIPENDS

Section 1. Guidance Counselors. Guidance Counselors, including the Guidance Department Chair, shall be employed during the week after the closing of school in June and the week before school opens for a total of one hundred ninety-five (195) days.

No counselor shall work more than three (3) weeks during the summer months unless mutually agreed to by the Superintendent and the Director of Guidance.

The remuneration of these personnel shall be based one one-hundred eighty-fifth (1/185) of each individual's annual salary times the number of days employed during the summer.

Section 2. For all positions covered by this agreement, the parties agree that it is in the best interest of Algonquin students to have their **educators** serve as coaches and activity advisors. If all qualifications are equal, **an Algonquin Regional High School employee** will be given preference over a **non-school employee**.

Section 3. Extracurricular Stipends. Advisors of certain extracurricular activities, which demand extended time beyond school responsibilities, should receive additional remuneration as follows:

Stipend Position	2020-21	2021-22	2022-23
	2.50%	2.50%	2.75%
Yearbook Advisor, Publication & Business	\$4,706	\$4,823	\$4,956
Math Team Advisor - Varsity	\$3,150	\$3,229	\$3,317
Math Team Advisor - Junior Varsity	\$1,581	\$1,620	\$1,665
Sachem Advisor	\$1,328	\$1,362	\$1,399
Senior Class Advisor 2@	\$2,908	\$2,981	\$3,063
Junior Class Advisor 2@	\$2,110	\$2,163	\$2,223
Sophomore Class Advisor 2@	\$1,065	\$1,092	\$1,122
Freshman Class Advisor 2@	\$1,065	\$1,092	\$1,122
Student Council – Adv. Council Advisor	\$3,746	\$3,840	\$3,946
Drama Director	\$4,732	\$4,851	\$4,984
Drama Set Designer	\$3,786	\$3,881	\$3,988
Spring Drama Advisor	\$3,786	\$3,881	\$3,988
Musical-Music Director	\$3,287	\$3,369	\$3,462
Musical-Stage Director	\$3,653	\$3,744	\$3,847
Musical-Set Designer	\$2,921	\$2,994	\$3,077
Musical-Costume Designer	\$1,096	\$1,123	\$1,154
National Honor Society 2@	\$1,596	\$1,636	\$1,681
Marching Band Director	\$4,568	\$4,682	\$4,811
Marching Band Assistant	\$2,619	\$2,684	\$2,758
Marching Band Color Director	\$1,864	\$1,911	\$1,964

Detention Hall Supervisor	\$3,445	\$3,531	\$3,628
Evening SAT Teachers	\$2,164	\$2,218	\$2,279
National Art Society Advisor	\$1,726	\$1,769	\$1,818
Harbinger Advisor	\$4,743	\$4,861	\$4,995
Science Club Advisor - Varsity	\$2,495	\$2,557	\$2,628
Science Club Advisor - Junior Varsity	\$1,864	\$1,911	\$1,964
Diversity Awareness Advisor	\$1,864	\$1,911	\$1,964
Latin Club Advisor	\$1,065	\$1,092	\$1,122
Mock Trial Co Advisor	\$1,065	\$1,092	\$1,122
Community Action	\$1,863	\$1,910	\$1,963
DECA Advisor	\$1,863	\$1,910	\$1,963
US Robotics Advisor	\$3,150	\$3,229	\$3,317
Best Buddies Program Advisor 2@	\$1,869	\$1,915	\$1,968
Tri-M Co-Advisor	\$1,726	\$1,769	\$1,818
Jazz Ensemble Director 2@**	\$3,923	\$4,021	\$4,131
Jazz Choir Director	\$3,923	\$4,021	\$4,131
SADD Advisors 2@	\$1,549	\$1,587	\$1,631
Drama Guild - Boston Globe	\$1,864	\$1,911	\$1,964
Model UN Advisor 2@	\$1,073	\$1,100	\$1,130
Peer Mentoring 2@	\$945	\$969	\$995
National Business Honor Society Co-Advisor	\$1,726	\$1,769	\$1,818
Publications Photography Advisor	\$1,726	\$1,769	\$1,818
Webmaster	\$5,335	\$5,469	\$5,619
Computer Team Advisor	\$1,8849	\$1,895	\$1,947
Musical-Choreographer	\$1,822	\$1,868	\$1,919
Musical-Vocal Coach & Rehearsal Pianist	\$1,827	\$1,872	\$1,924
Substitute Caller	\$3,708	\$3,801	\$3,906
Substitute Scheduler	\$1,600	\$1,640	\$1,685
Director of Student Activities	\$1,377	\$1,411	\$1,450
Athletic Event Ticket Takers (Per Game)	\$52	\$54	\$55
Athletic Facilities Manager	\$3,442	\$3,528	\$3,625
AP Coordinator	\$2,208	\$2,263	\$2,325
Grade 9 Team Leaders	\$1,787	\$1,831	\$1,882
PSAT Coordinator	\$431	\$441	\$453
Mentor Co-Coordinator 2@	\$893	\$915	\$940
Mentor	\$590	\$605	\$622

Any additional stipend positions desired for consideration need to be submitted to the principal with documentation by October 1 of the year prior to desired implementation. **Some clubs/stipends may have shared responsibilities and share the stipend or more than one person appointed to the position depending on enrollment.**

Student Club Advisor (See Appendix D)

Club Level Stipend		Level A	Level B	Level C
2020-21	2.50%	\$ 307.50	\$ 615.00	\$ 922.50
2021-22	2.50%	\$ 315.19	\$ 630.00	\$ 945.56
2022-23	2.75%	\$ 323.86	\$ 648.00	\$ 971.57

2020-2023 ATHLETIC COACHING SCHEDULE

Group A VARSITY COACHES- Football
 Group B VARSITY COACHES- Basketball, Hockey, Soccer
 Group C VARSITY COACHES- Baseball, Field hockey, Lacrosse, Softball, Volleyball, Rugby
 Group D VARSITY COACHES- Gymnastics, Swimming, Track- Spring, Track- Winter,
 Wrestling Group E VARSITY COACHES- Cheerleading, Cross country, Golf, Skiing, Tennis
 Group F JUNIOR VARSITY 1 COACHES, VARSITY ASSISTANT COACHES
 Group G JUNIOR VARSITY 2 (FORMERLY FRESHMAN) COACHES, CLUB SPORT COACHES

ARHS Coaches FY21 @ 2.5%

	Group A	Group B	Group C	Group D	Group E	Group F	Group G
Step 0	\$7,667	\$4,719	\$3,774	\$3,538	\$2,831	\$2,123	\$1,651
Step 1	\$8,110	\$5,013	\$4,069	\$3,834	\$3,068	\$2,330	\$1,770
Step 2	\$8,552	\$5,308	\$4,364	\$4,129	\$3,303	\$2,537	\$1,887
Step 3	\$8,994	\$5,603	\$4,660	\$4,424	\$3,538	\$2,742	\$2,006
Step 4	\$9,437	\$5,898	\$4,955	\$4,719	\$3,774	\$2,949	\$2,123
Step 5	\$9,879	\$6,192	\$5,249	\$5,013	\$4,011	\$3,156	\$2,241
Step 6	\$10,322	\$6,487	\$5,544	\$5,308	\$4,247	\$3,362	\$2,360
Step 7	\$10,765	\$6,783	\$5,839	\$5,603	\$4,482	\$3,568	\$2,476
Step 8	\$11,206	\$7,078	\$6,134	\$5,898	\$4,719	\$3,774	\$2,595
Step 9	\$11,648	\$7,373	\$6,429	\$6,192	\$4,955	\$3,981	\$2,713
Step 10	\$12,091	\$7,667	\$6,723	\$6,487	\$5,191	\$4,188	\$2,831

ARHS Coaches FY22 @ 2.5%

	Group A	Group B	Group C	Group D	Group E	Group F	Group G
Step 0	\$7,859	\$4,837	\$3,868	\$3,627	\$2,902	\$2,176	\$1,693
Step 1	\$8,313	\$5,139	\$4,171	\$3,929	\$3,145	\$2,388	\$1,814
Step 2	\$8,765	\$5,441	\$4,474	\$4,232	\$3,385	\$2,600	\$1,934
Step 3	\$9,219	\$5,743	\$4,776	\$4,534	\$3,627	\$2,810	\$2,056
Step 4	\$9,673	\$6,045	\$5,079	\$4,837	\$3,868	\$3,023	\$2,176
Step 5	\$10,126	\$6,347	\$5,380	\$5,139	\$4,111	\$3,235	\$2,297
Step 6	\$10,580	\$6,649	\$5,683	\$5,441	\$4,353	\$3,446	\$2,419
Step 7	\$11,034	\$6,953	\$5,985	\$5,743	\$4,594	\$3,657	\$2,538
Step 8	\$11,486	\$7,255	\$6,287	\$6,045	\$4,837	\$3,868	\$2,660
Step 9	\$11,939	\$7,557	\$6,590	\$6,347	\$5,079	\$4,081	\$2,781
Step 10	\$12,393	\$7,859	\$6,891	\$6,649	\$5,320	\$4,293	\$2,902

ARHS Coaches FY23 @ 2.75%

	Group A	Group B	Group C	Group D	Group E	Group F	Group G
Step 0	\$8,075	\$4,970	\$3,975	\$3,726	\$2,982	\$2,236	\$1,739
Step 1	\$8,541	\$5,280	\$4,286	\$4,037	\$3,231	\$2,454	\$1,864
Step 2	\$9,006	\$5,591	\$4,597	\$4,348	\$3,478	\$2,672	\$1,987
Step 3	\$9,473	\$5,901	\$4,907	\$4,659	\$3,726	\$2,888	\$2,113
Step 4	\$9,939	\$6,212	\$5,218	\$4,970	\$3,975	\$3,106	\$2,236
Step 5	\$10,404	\$6,521	\$5,528	\$5,280	\$4,224	\$3,324	\$2,360
Step 6	\$10,871	\$6,832	\$5,839	\$5,591	\$4,472	\$3,541	\$2,485
Step 7	\$11,337	\$7,144	\$6,150	\$5,901	\$4,721	\$3,758	\$2,608
Step 8	\$11,802	\$7,454	\$6,460	\$6,212	\$4,970	\$3,975	\$2,733
Step 9	\$12,268	\$7,765	\$6,771	\$6,521	\$5,218	\$4,193	\$2,857
Step 10	\$12,734	\$8,075	\$7,081	\$6,832	\$5,467	\$4,411	\$2,982

All coaching positions will be one-year appointments and be posted annually. Job Shares will be allowed upon approval by the Athletic Director.

The filling of ALL STIPENDIARY POSITIONS in this agreement is subject to annual funding.

DEPARTMENT CHAIRS

Department Chairs:

2020-2021	2021-2022	2022-2023
2.5%	2.50%	2.75%
\$9,647	\$9,888	\$10,160

Department Chairs will be appointed for two years. The departments are as follows:

Applied Arts and Technology	Mathematics
English	Science
Fine and Performing Arts	Social Studies
Guidance	World Languages
Health and Fitness	Student Services

There is no restriction on the number of two-year appointments to the position, but all department members are encouraged to apply.

All stipends will increase annually by the same percentage as the salary schedule.

Except for Department Chairs, all other stipendiary positions are annual appointments. Stipends will be posted by **April 15** each year.

ARTICLE XVII

TEXTBOOKS

Section 1. The Committee guarantees that it will provide sufficient funds to insure that each pupil in a classroom has textbooks for his own use.

Section 2. Recognizing the professional competence and skills of the staff in relation to textbook selection, the Committee agrees that the selection of textbooks to be used in Algonquin Regional High School shall be cooperatively arrived at through joint consultation among teachers, department chairs and administration subject to final approval of the School Committee.

ARTICLE XVIII

USE OF SCHOOL FACILITIES

The Association will have the right to use school buildings for meetings and recreational purposes. The Association will be responsible for custodial costs incurred. The date and time of meetings will be mutually arranged with the Principal.

ARTICLE XIX

TEACHER EMPLOYMENT AND ASSIGNMENTS

Section 1. Teachers shall be notified in writing of their assignments for the ensuing year, including subjects and ability groupings on or before June 20 of each year.

Section 2. Teachers who desire a change in subject assignment shall file a written statement of such desire with the Principal no later than April 1. Changes necessitated by emergency situations will be mutually arranged between teacher and Principal.

Section 3. Upon initial employment, full credit will be given for previous outside teaching experience, provided such experience is next consecutive to date of employment.

ARTICLE XX

TEACHER EVALUATION

Section 1. Teachers will be given a copy of any evaluation report prepared by their evaluator and will have the right to discuss with their superiors such a report before it is submitted to Central Administration or put in their personnel file.

Section 2. Any credible complaints regarding a teacher made to the Administration or Department Chair by any parent, student or other person will be promptly called to the teacher's attention. At any time when a teacher's ability, technique or professional manner is questioned, it will be brought to the teacher's attention promptly.

Section 3. No teacher with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Section 4. The Algonquin Evaluation Instruments (for both tutors and teachers) are hereby incorporated into this Agreement by reference. They will be available on the District's Website under staff resources. Any substantive changes must be ratified by both parties.

Section 5. Any violation of the evaluation instrument or process shall be grievable.

ARTICLE XXI

VACANCIES AND PROMOTIONS

Section 1. All vacancies of more than eight (8) weeks in promotional positions, except employees of Superintendency Union No. 3, but including specialists and/or special projects teachers and coaches, shall be filled pursuant to the following procedures:

- (a) Such vacancies shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted via electronic formats and include the duties and qualifications for the position. During the months of July and August, postings will be provided to all district users.
- (b) Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than two (2) weeks before such date except in emergency situations, at which time the Superintendent will make appointments not to exceed thirty (30) days in duration.
- (c) Unit members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his authorized agent within the limit specified in the notice.
- (d) All **stipend positions (extracurricular, coaching, department chairs/lead teachers)** shall be **communicated via email and posted electronically** each year by April 15th, and all interested candidates shall be given due consideration. Applications shall be due no later than May 15th and appointments will be made by June 1. The sole basis for the appointment shall be the qualifications of the applicant.

Educators (applicants) will have a least 10 school days from the day of the posting to submit an online application indicating their interest in the position.

If there is more than one applicant, there will be an interview process with a joint committee including one member of the association with the administration.

- (e) **All applicants must be notified, by June 1, of their appointment to any stipend position.**

Section 2. Promotional vacancies are defined as follows: positions paying a salary differential and/or positions on the administrative-supervisory or specialist level.

Section 3. All appointments to the aforesaid vacancies and openings shall be made without regard to race, color, religion or religious creed, national or ethnic origin, age, disability or handicap, sex or gender, gender identity, sexual orientation, military or Veteran's status, genetic information or any other characteristic protected under applicable Federal, State or local law.

Section 4. Qualified applicants, on request, shall be entitled to meet with the Superintendent prior to the appointment. Unsuccessful candidates from the Algonquin faculty shall be notified in writing.

ARTICLE XXII

TEACHER FILES

All teacher files shall be maintained under the following circumstances:

Section 1. No material, excluding references and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that **the teacher** has read such material by affixing **their** signature on the actual copy to be filed with the understanding that such signature merely signifies that **the teacher** has read the material to be filed and does not necessarily indicate agreement with its content.

Section 2. The teacher shall have the right to answer any material filed, and the teacher's answer shall be reviewed by the Principal and the Superintendent and attached to the file copy.

Section 3. Upon written request by the teacher, the teacher shall be given access to the teacher's file and shall be allowed to reproduce any material in the file excluding references and information obtained in the process of evaluating the teacher for employment.

Section 4. The employee's singular personnel file is maintained by the Superintendent's office.

ARTICLE XXIII

NON-TEACHING DUTIES

Section 1. The School Committee and the Association agree that a teacher's primary responsibility is to teach. Therefore, teachers shall not be required to perform the following duties:

- (a) Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected unless such loss is the result of failure to follow school regulations.
- (b) Collecting money for or the selling of lunch tickets.
- (c) Teachers shall not be required to perform custodial duties.

Section 2. Clerical duties, which do not involve professional judgment, shall be kept to an absolute minimum.

ARTICLE XXIV

DUES DEDUCTION

Section 1. The Committee agrees to deduct monthly from the salaries of its employees dues for the Algonquin Teachers Association, Massachusetts Teachers Association, and National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit monies promptly to such Association or Associations. Teacher authorization will be in writing in the form which follows:

Name _____

Address _____

I hereby request and authorize the Algonquin Regional School District Committee to deduct from my earnings and transmit to the Association checked below an amount sufficient to provide for regular payment of membership dues as certified by such Association in equal monthly payments for the year and succeeding school years. I understand the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than thirty (30) days prior to the commencement of the school year.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all its officers from any liability thereto.

Teacher Organization:

Algonquin Regional Teachers Association _____

_____ Massachusetts Teachers Association _____

_____ National Education Association _____

Date _____ Signature _____

Section 2. Each of the Associations named in Section 1 above will certify to the Committee in writing the current rates of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of change.

Section 3. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section 1.

Section 4. The Association shall indemnify and save the Committee and/or the Towns harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

Section 5. If a teacher who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for the month, no deduction will be made from the employee for that month. The Association will arrange collection of dues for the month directly with the member.

ARTICLE XXV

GRIEVANCE PROCEDURES

Section 1. A grievance is hereby defined to mean a dispute involving the meaning, interpretation or application of this contract.

Section 2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

Section 3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any member of the Grievance Committee of the Association, or any participant in the grievance procedure by reason of such participation.

Section 5. A grievance that affects a group or class of teachers from a different building or department or is of a general nature may be submitted in writing by the Association to the Superintendent directly, and processing of such grievance shall commence at Level 2.

Section 6. If any employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

Section 7. When a grievance arises, the grievance must be filed within thirty (30) school days from the day of the event upon which the grievance is based or from the date when the teacher had or should have had knowledge of the event.

Level One.

A teacher with a grievance shall present it to the Principal within thirty (30) school days of the event upon which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

Level Two.

- (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the Principal, the grievance shall be reduced to writing and referred to the Superintendent within five (5) school days of the disposition under Level One.
- (b) The Superintendent shall represent the School Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, he or his designee shall meet with the aggrieved employee and the said Principal in an effort to settle the grievance. The aggrieved employee shall have the right to be represented by the Association at this level.

- (c) If the subject matter of the grievance involves any action of the Superintendent or building Principal pursuant to Chapter 71, Sections 38, 40, 41, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the Association within ten (10) school days after the Level Two meeting may initiate arbitration by giving written notice of its intention to the Superintendent.

Level Three.

In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting and if the grievance is subject to the authority of the Committee, the grievance will be referred in writing to the School Committee. At its next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance.

Level Four.

If the grievance involves a personnel matter as defined in Level Two, Part (c) above and has not been disposed of at Level Two to the satisfaction of the Association, or if the grievance has not been disposed of at Level Three or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days after the decision rendered at Level Two or Level Three as the case may be, initiate arbitration by giving written notice to the Superintendent of this intention. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.

- (a) The arbitrator shall be without power or authority to modify or alter the terms of this contract.
- (b) The decision of the arbitrator shall be in writing. This decision shall be final and binding on both parties.
- (c) The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.

ARTICLE XXVI

REDUCTION IN FORCE (RIF)

Section 1. In the event that a reduction in the number of teachers with professional teacher status (PTS) is deemed advisable by the Superintendent, the following rules shall apply in the determination of which teachers are to be laid off:

- (a) A teacher with PTS shall not be laid off if there is a teacher without PTS whose position the teacher with PTS is qualified to fill.
- (b) Reduction in force of a teacher with PTS within the targeted disciplines shall be based on a teacher's job performance and the best interest of the students, which is defined as the teacher's most recent summative overall evaluation ratings as compared to other teachers' most recent summative overall evaluation ratings (with ratings of Meets the Standards of the Algonquin Regional School District for evaluations prior to 2013-2014). Proficient and Exemplary will be considered equal.

If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. If there is still a tie, versatility and/or licensure will be the determining factor. A teacher's placement on the salary schedule shall not be a factor in the consideration of layoffs.

Seniority shall be defined by the length of uninterrupted service in full-time equivalent years and days working under a valid license, from the most recent commencement of service. A seniority list by name shall be provided to the Association by November 15. Disputes over the list shall be submitted to the Superintendent within 30 calendar days of distribution. The Superintendent will respond in writing within 30 calendar days.

Unpaid leaves of absence shall not cause an interruption in seniority, but shall not be counted toward credit. Professional status teachers who face the prospect of employment termination, as a result of a reduction in force, shall be informed in writing by May 1 of the school year preceding the anticipated reduction, when feasible.

Teachers with professional teacher status who have been reduced shall be eligible for continued participation in group insurance plans at their own expense to the extent provided by federal (COBRA) regulations.

Section 2. Teacher Recall Procedures.

In the event of a layoff or a reduction in force, teachers who have been rated Proficient or Exemplary at the time of layoff are eligible for recall. No new employee shall be hired for a permanent position until such time as every eligible employee on the recall list has been given an opportunity to apply in writing to fill the vacancy.

- (a) The Superintendent shall maintain a complete list of all professional personnel formerly under the contract who are, by virtue of declining student enrollment and/or school closings, dismissed. It is the applicant's responsibility to furnish current information and an updated resume.

A teacher’s name shall be maintained on the recall list until the September 1st two (2) years after the date on which the layoff occurs. Personnel on this list are encouraged to provide notification if they no longer wish to be considered for recall.

1. Names still listed at the end of the recall period will be dropped.
2. Individuals who refuse a job offer (of equal FTE) will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.

When a vacancy occurs, the personnel department will notify each qualified former employee on the recall list by mail that a vacancy exists. Those interested must express this interest in writing within a 14- day calendar period from the date of the notification’s postmark.

Upon recall, employees shall advance one step on the salary schedule, provided that they are employed by the District (90) days in the year directly preceding their layoff, and have satisfied all other contractual requirements. PTS returning to service during the recall period shall have their accrued sick days and seniority restored. Any teacher with professional teacher status electing to be placed on such recall list will be deemed to have waived his/her hearing rights under MGL, Chapter 71, Section 42. This section F does not abrogate the teacher’s right to the grievance procedure as described herein.

ARTICLE XXVII

LONGEVITY

Bargaining unit members will receive longevity payments for their continuous years of service at Algonquin Regional High School in accordance with the following schedule:

In years 13, 14 and 15	\$1,500
In years 16, 17, 18, 19 and 20	\$1,650
In years 21, 22, 23, 24 and 25.	\$1,750
In years 26, 27, 28, 29 and 30	\$1,850
In years 31 +	\$2,200

Any bargaining unit members having been hired under contract of 90 school days will be credited on September 1 of the ensuing school year with a full year of service toward the longevity schedule.

ARTICLE XXVIII

EARLY RETIREMENT INCENTIVE PROGRAM

Section 1. Upon written notice of intent to retire, a teacher who has or will have at least twenty (20) years of service on the effective retirement date will receive additional compensation according to the following:

<u>For retirement effective June 30 having attained the age of:</u>	<u>With 2 years advance notice by January 15th</u>	<u>With 1 year advance notice by January 15th</u>
53-57	14% each year	20%
58-59	12% each year	15%
60-61	10% each year	12%
62	8% each year	10%

Section 2. Written notice must be received by the Superintendent no later than January 15th. Early retirement compensation cannot be considered for Massachusetts Teachers Retirement benefits. Payment of the early retirement compensation shall be distributed in two equal payments, January and June, according to the appropriate schedule.

Section 3. Any teacher who elects to retire with advanced notice and who does not fill his/her retirement objective must repay all incentive compensation received.

ARTICLE XXIX

SAVINGS AND SEPARABILITY

Section 1. If any provision of this contract or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section 2. If in any year covered by this Agreement the Committee fails to obtain the necessary votes required by law to fund this Agreement, the Committee and/or ARTA reserves the right to reopen the Agreement on all economic items.

ARTICLE XXX

TUTORS

The Algonquin Regional Teachers Association and the Northborough-Southborough Regional School Committee agree to the inclusion of tutors in the recognition clause of Unit A.

The following sections of the Articles noted below will apply:

Article VI	Operational Conditions - Sections 1 and
3 Article VIII	Sick Leave Policy – Sections 1 and 6
Article IX	Time off Benefits – Section 1 a, b, c, d
Article XVI	Other Stipends – Sections 2 and 3

The following Articles will not apply to the tutor position as they are based on the work schedule and/or job classification: Article VII, Article XI, Article XII, Article XIII, Article XXVIII.

Tutors will be evaluated annually.

Tutors' Salary Schedule

	2020-2021	2021-2022	2022-2023
Step	@2.5%	@2.5%	@2.75%
1	\$28.32	\$29.03	\$29.83
2	\$29.43	\$30.16	\$30.99
3	\$30.63	\$31.39	\$32.26
4	\$31.81	\$32.60	\$33.50
5	\$33.12	\$33.95	\$34.88
6	\$34.43	\$35.29	\$36.26
7	\$34.77	\$35.64	\$36.62
8	\$36.07	\$36.97	\$37.99

ARTICLE XXXI

DURATION

This Agreement shall be effective as of the first day of the **2020-21** school year and will continue in effect to and including the day prior to the start of the **2023-24** school year and will thereafter automatically renew itself for successive terms of one (1) year unless by November 15 prior to the expiration of the Agreement year involved, either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.

In witness, whereof we have fixed our signatures:

DocuSigned by:
Joan Frank 5/14/2021
675A51588C5D44A

DocuSigned by:
Nicole Ruffo 5/13/2021
248B10AE4B604C8...

Joan Frank, Chair Date
Northborough-Southborough Regional
School Committee

Nicole Ruffo, Co-Presidents Date
Algonquin Regional Teachers Association

DocuSigned by:
Christina Smith 5/13/2021
523A8696D4C44B7...
Christina Smith, Co-President Date
Algonquin Regional Teachers Association

NON-CONTRACTUAL MEMORANDA OF UNDERSTANDING

A Labor Management committee consisting of up to 5 Association members and up to 5 members of management (designated by the Supt.) will meet at least twice a year at the request of either party to discuss issues that affect school climate.

APPENDIX A

PRIMARY FOCUS (Department Chairs)

Department chairs are key members of the School Based Leadership Team at Algonquin. They are advocates for the best possible education for students. They support professional standards in curriculum and instruction. They remain current in the knowledge of their disciplines, contribute to a climate of collaboration, and actively support the district's core values. They are active participants in the district commitment to school-based leadership and shared decision making.

The responsibilities of department chairs include the support, guidance, and observations of personnel; **coaching and feedback; collection of data and evidence;** participation in the leadership and management of the school; development of curriculum within the context of the school's core values; and leadership in the professional growth of the instructional staff. They also contribute to the development of an overall educational program at Algonquin, coordinating the curricula in their department with those of other departments and contributing to those processes that unify and integrate the school's program.

The Algonquin vision of the future of departmental leadership is consistent with the concept of *teachers leading teachers* as the school continues to move toward school-based leadership and educational reform. Department chairs, therefore, are team developers and team leaders in their own areas of expertise, at the same time exercising visionary "think school" leadership in concert with administrators and the School Council. Their functions, therefore, extend well beyond the traditional parameters of subject matter specialist, staff supervisor and developer, and departmental manager.

Education reform: As new instructional standards evolve, so do educational leadership standards. The new leadership standards revolve around school based management concepts and principles. More decisions are made closer to the student. Restructuring begins with content as a given. Yet we must reform our schools so that our students will develop more effective processes and skills with which to address content. In that context, department chairs are even more vital as links in the educational process than they have been in the past. Indeed, their roles need restructuring as secondary education is reformed.

Specific Functions (Department Chairs)

1. Algonquin Department Chairs are school based leaders: Department Chairs are members of the School Based Leadership Team led by the principal. Advocacy of specific subject matter areas is achieved through interdisciplinary considerations and school-based planning. Within this context, decisions are developed collaboratively rather than in isolation. As school based leaders, they also work collaboratively to promote the awareness of and adherence to the school's core values. As department leaders, they also assume responsibility for management of departmental budget, communicating with Department members including relaying minutes and information discussed at the SBLT meetings, scheduling and room assignments, assignment of classes to teachers, and management of inventories and reports.

2. Algonquin department chairs are active in implementing education reform. Department chairs are teachers with expertise in a content area or in clusters of related content areas. Even more important, however, they are specialists in curriculum development as a field of study in and of itself. Department chairs understand and implement educational reform concepts like common core, performance standards, curriculum frameworks, interdisciplinary learning and performance-based assessment of student progress. They apply these concepts to their own subject matter areas and to the planning and development of the school's integrated Program of Studies as a focus on students' needs and interests.
3. Algonquin department chairs are subject area specialists: Department chairs demonstrate multiple approaches to teaching and learning in their own classrooms. They understand and use emerging concepts like learning styles, teaching styles, active learning and various grouping patterns. They are staff development specialists, working directly with other teachers as mentors who model effective teaching. Though they work primarily with personnel in their respective content areas, they also work with personnel in interdisciplinary ways. In this capacity they observe and support department members' performance within the context of the district's accepted practices. They also help staff regarding all aspects of professional growth and development focused on improving student performance. Department chairs also participate in the hiring and orientation of new staff.
4. Department chairs provide leadership and guidance towards the resolution of issues involving students, parents, and staff: They approach each situation not necessarily in terms of who is right and who is wrong, or even in the interest of harmonious relationships, but always in terms of what is fair to students within the context of the school's policies and core values.
5. Department chairs may be present at the midyear formative assessment meeting with the teacher and the administrator.

APPENDIX B

RECOGNITION OF A CLUB SPORT

In order for a co-curricular activity to transition to a club sport, all of the following conditions must be met:

1. The activity must be in existence at a minimum of two years. The activity advisors will receive a stipend consistent with the co-curricular rate as identified in the Algonquin Regional Teacher's Contract.
2. The number of student participants must be consistently sufficient to field a team, and provide adequate reserves/additional players to endure the usual loss of players through normal and extraordinary absences due to injury, illness, and other reasons.
3. There must be sufficient interscholastic competition, at the appropriate level of competitiveness, so that the team is challenged by similarly skillful and fair play opponents.

Process

1. The club sport must petition the review committee, (completing the proper form) for approval to advance from a co-curricular activity to a club sport and meet the requirements as stated above.
2. The proposed club sport must demonstrate that it is a sustainable club sport (defined above). Participants are expected to wear game attire that identifies themselves as members of Algonquin Regional High School.
3. The club sport must submit its request for recognition as such by December 1 in the year prior to requesting consideration as a club sport and at the completion of two years as a co-curricular activity. The review committee is comprised of the Athletic Director, Principal or designee, and a representative chosen by the Algonquin Regional Teachers Association. A unanimous vote by the review committee is required.

Conditions of acceptance

The club or activity will:

1. Pay the sports fee consistent with other athletic teams.
2. Be under the general and specific direction of the Athletic Director.
3. Be afforded services similar to other teams, to include:
 - A stipend for coaching based on the Athletic Coaches salary schedule and compensated at the Freshmen\Club sport level. Additional co-coaches based upon the number of players.
 - Transportation to games away from the school.
 - Access to fields for practice and games.
 - Game officials, athletic trainers, etc.

*A club sport will advance to the next level of athletic recognition if and when it becomes a sanctioned MIAA sport.

**This is subject to funding

APPENDIX C

FLEXIBLE PROFESSIONAL DEVELOPMENT

The six (6) hours of on or off campus PD may be fulfilled in a variety of ways. Staff may submit and take part in professional partnerships, conduct and lead PD opportunities within the district, attend PD opportunities that occur after the school day has ended, throughout the school year beyond the school day, attend and participate in webinars, recommend and participate with guest speakers, develop and participate in topical professional learning communities (PLC's), and participate in virtual learning offerings that may be offered by the district. Staff may submit requests for PD proposals consistent with our more traditional scheduling of professional development. For teachers, the PD for these (6) hours must occur after the school day ends.

The parties believe this model provides for maximum flexibility and fluidity, professional and administrative ownership, and personalized and meaningful teaching and learning experiences for all participants. The use of these six (6) hours will be designed in collaboration with the principal and professional development/building staff with feedback from the Professional Development Committee.

The Professional Development Committee (PDC) includes two representatives from each of the K-8 schools and four representatives from Algonquin. The PDC is responsible for assisting in the development of site-based and District parameters, including but not limited to documentation, procedures and scheduling. Each member of the PDC will receive a stipend of \$27.50 per hour as defined by contract.

Additional members may be added to accommodate both District and site-based professional development planning.

APPENDIX D

CLUB ADVISOR STIPENDS

In order to recognize and encourage student club formation and staff involvement, it is proposed that club advisors be paid a stipend based on their level of involvement, dedicated time, and the dynamic activities of the club.

The proposal **should** include a minimum of **ten to twenty (10-20)** students. **Clubs with fewer than 10 students may qualify for Category A.** Documentation to support participation is required in order to process the stipend payment. A stipend will be paid on an annual basis and each club must receive approval from the principal each year.

Annual club proposals may be submitted by students, either in company with an interested advisor, or with a plan to form a club and secure an advisor. Money for new club advisor stipends would be made available annually, and based upon a funding mechanism using the activity fee receipts or operational budget. This funding source would be determined annually, in collaboration with the Principal and Director of Finance/Superintendent. The Principal has oversight for expending the allocated amounts for Clubs. Payment for stipends must be submitted, with the documentation required, by June 1 of each school year. It is possible that requests for clubs could exceed the annual allocated funds. All clubs beyond the allocated amounts will not be funded.

The Principal will maintain a record of clubs and expenditures and review all documentation on a quarterly basis with the Director of Finance/Superintendent. The table below is intended to serve as a guide to determining the amount of stipend paid semi-annually to club advisors. Its purpose is to determine the level of time investment and operational involvement of the advisors in order to identify the proper stipend Club Categories A, B, and C.

Club Category A: Club meets seasonally, approximately 12 times during the year, or 10 to 25 hours per club. Advisor mostly monitors meetings.	Club Category B: Club meets per semester, approximately 26 to 50 hours per club. Advisor conducts meetings and activities.	Club Category C: Club meets throughout the year, in excess of 50 hours. Advisor conducts meetings and oversees all activities.
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