

# *Agreement*

*Ashburnham-Westminster  
Regional School Committee*

*And*

*Ashburnham-Westminster  
Teachers' Association*

*July 2025 – June 2028*

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**PART I -- CONTRACT**

Pursuant to the provisions of Section 1 of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made effective the 1st day of July 2022 by the ASHBURNHAM-WESTMINSTER REGIONAL SCHOOL COMMITTEE (hereinafter sometimes referred to as the Committee) and the ASHBURNHAM-WESTMINSTER TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

**A. PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of ASHBURNHAM and WESTMINSTER and that good morale within the teaching staffs of all schools is essential to achievement of that purpose, we the undersigned parties to the Contract declare that:

1. The Regional School Committee hereinafter referred to as the "Committee" has the responsibility to review and approve the annual budget; establish educational goals; and, establish policies in the district consistent with the requirements of law and statewide goals and standards established by the Board of Education. The Committee recognizes that the Association does not waive its collective bargaining rights in these matters.
2. The Superintendent of Schools of the Ashburnham-Westminster School Regional District has responsibility for carrying out the policies established by the Committee; all matters related to employment; and, the care and supervision of the Regional School District.
3. The education staff of the Regional School District has the responsibility for providing supervision and education of the highest quality for the students.
4. Fulfillment of these respective responsibilities can be accomplished by a free exchange of views and information between the parties.

**B. COLLECTIVE BARGAINING**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any question arising hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following employees of the Regional District:

- |  |  |
|--|--|
| 1. Teachers employed on contract year basis;         | 10. School Nurses and Nurse Supervisor;    |
| 2. School Adjustment Counselors;                     | 11. School to Career Coordinator;          |
| 3. Early Childhood Coordinator;                      | 12. Special Education Chairperson;         |
| 4. School Counseling Director and School Counselors; | 13. Speech and Language Pathologist;       |
| 5. Health Coordinator;                               | 14. Transition Coordinator                 |
| 6. Librarians;                                       | 15. Board Certified Behavior Analyst(BCBA) |
| 7. Life Skills Program Director;                     | 16. Vision Teacher.                        |
| 8. Psychologists;                                    | 17. Digital Learning Coach                 |
| 9. Reading Specialists                               | 18. Athletic Trainer                       |

**C. DURATION**

This Contract shall continue in effect to and including June 30, 2028, with the following provisions:

1. Before October 15th next prior to the expiration date of this contract, either the Committee or Association may give the other written notice of its desire to modify or terminate this contract as of the expiration date thereof.

If after any such notice the Committee and the Association shall have failed to reach agreement on a new contract by the following April 1st, either party or the parties jointly may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

2. The Committee and or Association may open the contract for discussion of one non-monetary item each year.
3. Any portion of this contract may be opened for discussion prior to the expiration date thereof by mutual agreement of the Committee and Association. This request will be made in writing.

## D. COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

1. Wages, hours, and other conditions of employment shall be as provided hereinafter in this Contract.
2. A rate of forty dollars (\$45.00) an hour shall apply for all hours of after-school, summer work or to cover a class during regularly scheduled preparation period as requested by an administrator:
3. PART-TIME EMPLOYEES

Part-time employees, who are *required* to attend professional development programs (during times that extend beyond days that are already built into part-time salaries) will be compensated at the per diem rate. Partial days will be prorated.

The actual number of days required to teach, and the number of days for professional development programs will be determined during the hiring process by the superintendent.

Example: 0.5 FTE= 92.5 full days broken down as follows:

- 88.75 days of classroom teaching time
- 2.50 days of full-day professional development.
- 1.25 days of half-day professional development.

Therefore, 3.75 total days of professional development are included in the salary schedule of a 0.5 FTE teacher.

4. The Committee and the Superintendent are vested with powers provided by the laws of the Commonwealth of Massachusetts and/or any rule or regulation of any agency of the Commonwealth and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by statute or any rule or regulations of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee and the Superintendent retain all the powers and rights, and duties they have by law and may exercise the same at their discretion without any such exercise being made the subject of a grievance and proceeding hereunder.

As to every matter not specifically mentioned or provided for in this Contract, the Committee retains the powers and duties conferred upon it by Law and may act upon the same without being subject to mediation, fact finding or arbitration under this Contract, provided however, this article shall not be construed to mean that any employee who may be aggrieved by the exercise of any such power by the Committee shall be prevented from protesting and taking up such matter with any superior including the School Committee with a view toward securing a modification or revocation of the action protested, provided further however, that any decision thereafter made by the School Committee which does not involve the interpretation or application of any specific provision of the contract with respect to such matter shall be final. The procedure to be followed by an employee who may feel aggrieved by exercise of the Committee's powers referred to in this paragraph is as follows:

## E. GRIEVANCE PROCEDURE

1. **Definition**--Any claim or complaint by the Association or one or more members thereof that there has been a violation, misrepresentation, or misapplication of this Agreement relating to wages, hours, or other conditions of employment shall be a grievance, but, matters covered by applicable law or by regulation of any agency having jurisdiction over the parties hereto shall not be deemed a grievance.
2. **Purpose**--The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise under this Agreement affecting the working conditions of employees covered by this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. **Informal Procedure**--Nothing herein contained shall be construed as limiting the right of any employee covered by this Agreement having a grievance to discuss that matter informally with any appropriate member of the administration, and to have the grievance adjusted on such a basis without bringing in the Association, provided the adjustment is not inconsistent with the terms of the Agreement. A written copy of the adjustment shall be forwarded to the Association President and Association Grievance Chairperson and the Superintendent from both parties within five (5) school days of the decision. At the option of the employee covered by this Agreement, a representative of the Association will be given the opportunity to be present at the conclusion of the informal procedure and to state its views. It is understood that only by the procedure delineated in Section 4 below may a party proceed to Level Five Arbitration.

#### **4. Formal Procedure Level One: Principal**

An employee covered by this Agreement who has a grievance will first set forth his/her grievance in writing on the Grievance Report attached to this Agreement and submit to the principal within ten (10) school days from the date of the event or events giving rise to the grievance or within ten (10) school days from the date the grievant was aware of or reasonably should have been aware of the event or events giving rise to the grievance, but not to exceed sixty (60) school days from the event or events giving rise to grievance. For the purposes of this Article, a school day is defined as a day school is actually in session. The principal has five (5) school days to meet with the grievant. Following this meeting, the principal has five (5) school days to render a written decision.

#### **Level Two: Ashburnham-Westminster Grievance Resolution Committee (AWGRC)**

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to the Ashburnham-Westminster Grievance Resolution Committee (hereinafter referred to as the AWGRC). Such appeal must be filed within ten (10) school days after the written decision was due at Level One. Said AWGRC shall meet within fifteen (15) school days after the grievance is referred to Level Two.

The AWGRC shall consist of two (2) full time bargaining unit members chosen by the Association and two (2) administrators selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative on either side should be from the same work location. For example, a grievance filed by a bargaining unit member from Overlook should not be heard by staff members employed at Overlook; no grievance filed by an Oakmont math teacher should be heard by a member of the Oakmont math department. The nonvoting co-conveners of the AWGRC shall be the President of the Association, the Association Grievance Chairperson and the Superintendent or designee.

The AWGRC shall investigate the grievance and attempt to achieve a resolution. Decision of the AWGRC shall be by agreement of three (3) or more members of the AWGRC voting by secret ballot. Decisions of the AWGRC shall be final and binding upon all parties for that particular grievance on a no precedent basis. The AWGRC is not confined to accepting or rejecting the requested remedy of the grievant. The AWGRC may determine by majority vote of its members a mediated settlement to the grievance which would be binding but not precedent-setting on all parties.

#### **Level Three: Superintendent**

If no decision is rendered at Level Two, the appeal must be filed by the grievant ten (10) days after the decision from the AWGRC was due. If the grievant opts to proceed directly from Level One to Level Three, the appeal must be filed within ten (10) school days after the written decision was due at Level One. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level One. Within ten (10) school days after the receipt by the Superintendent or designee of the written grievance, the Superintendent or designee shall meet with the Association and the grievant. Within ten (10) workdays, the Superintendent shall render a decision in writing.

#### **Level Four: School Committee**

If no decision is rendered at Level Three, the appeal must be filed by the grievant ten (10) days after the decision from the Superintendent was due. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision if any, rendered at previous levels. Within ten (10) school days after the receipt by the School Committee of the written grievance, the School Committee shall meet with the Association and the grievant. Within ten (10) school days, the School Committee shall render a decision in writing.

#### **Level Five: Arbitration**

If the grievant is not satisfied with the decision of the School Committee or the School Committee has rendered no decision, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration by notifying the School Committee in writing of its desire to have the grievance arbitrated.

#### **5. Miscellaneous**

- a. All written grievance communications, documents and records shall be maintained in a file separate from the personnel file of any employee involved in a grievance proceeding. Unless requested in writing to do otherwise by all employees named in such records, any documents, communications and records dealing with the processing of the grievance will be kept in the strictest confidence.
- b. The Superintendent will, upon request in writing, make available to the Association, school district records, including employee personnel files when authorized by the employee whose file is requested and documents in its possession necessary to the processing of any grievance.

- c. Every effort will be made by all parties in interest to schedule grievance and/or arbitration sessions in the participants' non-working hours or after school. However, arbitration proceedings may be scheduled by the District or its agent during the school day. Two (2) Association representatives will be released from assigned duties to attend arbitration hearings scheduled during the school day. Employees will be released from assigned duties without loss of pay as necessary and as required by any party in interest, to permit participation in the proceedings as a witness. Such a witness will be covered for the amount of time necessary to travel to and from the hearing and to testify at said hearing.
- d. Any grievance initiated by the Association itself may be submitted directly at Level Three.
- e. The District and the Association view the grievance and arbitration procedure as a problem solving procedure, which may be used with impunity.
- f. If the grievant fails to present the grievance at each level in writing within the specified time, said grievance shall be considered to be waived.
- g. No Reprisal**  
No reprisal of any kind will be taken by the Committee, Superintendent, Administrator or the Association against any employee covered by this Contract for participating or failing to participate in the grievance or arbitration process set forth in this Contract.
- h. Release time for Association President**  
During each school year, half days will be granted to the President of the Ashburnham- Westminster Teachers Association to conduct Association business for a maximum of five (1/2 days). A substitute will be hired to provide coverage for the half-day period of time for each of the five days that the President is conducting Association business.

#### **F. NO STRIKE - NO LOCKOUT**

- 1. During the term of this Agreement the Association agrees that it will not engage in, condone or otherwise support any work slowdown, stoppage or strike against the District.
- 2. During the term of this Agreement, the District agrees that it will not lock bargaining unit members out of the buildings in response to a dispute arising out of the relationship between the Association and the District.

#### **G. AGENCY SERVICE FEE**

- 1. Commencing on September 1, 2001, all employees who are members of the bargaining unit shall be required as a condition of their employment to pay an agency fee unless they become members of the Association within thirty (30) days. 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 administration and other permissible charges except that in no case shall the fee be greater than the annual combined dues of the Ashburnham-Westminster Teachers' Association, the Massachusetts Teachers' Association and the National Education Association.
- 2. The collection of the fee shall be solely the responsibility of the Association, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.
- 3. The sole remedy available to the Association to enforce payment of the fee shall be to proceed to court for the collection of the fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee.
- 4. The Association shall save harmless and indemnify the Committee from any damages and legal fees arising out of compliance with this provision, provided that the Committee will agree to an attorney selected by the Association to represent the Committee against any and all claims made and against any lawsuit initiated against the Committee on account of this provision. Failure of the Committee or its agents to cooperate with the Association or its attorney shall relieve the Association of any obligation under this section.

#### **H. DUES DEDUCTION**

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the TREASURER OF REGIONAL DISTRICT #610 all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

## I. LIMITATION

1. In no event shall any present or future member or members of the School Committee have any personal obligation for payment under any provision of this Contract or under any arbitration award.
2. In the event that any provisions contained herein are in conflict or are not in conformity with the Laws of the Commonwealth of Massachusetts, such provisions shall be invalidated. All other provisions not so invalidated shall remain in force and be binding on the Parties.

## PART II- SALARY REGULATIONS

### A. PROFESSIONAL DEVELOPMENT

#### 1. Program

The Superintendent will provide a professional development program each year that is designed to advance the goals of the Board of Education and the Committee.

#### 2. Individual Professional Development Plan

Each employee will have an Individual Professional Development Plan (IPDP). This plan will be developed with the objective of advancing the goals of the Board of Education and the Committee and will be approved by the employee's principal.

- a. The principals' approval of teachers' Individual Professional Development Plans (IPDP) for purposes of recertification shall not be unreasonably withheld.
- b. Following receipt of an IPDP, the principal shall respond within fifteen (15) school days. Failure on the part of the principal to respond within the fifteen (15) school days shall be deemed to be an approval of the plan. Any rejection of an IPDP must state, in specific terms, the reason(s) for the plan's rejection. The principal may make recommendations, which would make the IPDP acceptable.
- c. A teacher whose IPDP is not approved by the principal may, within five (5) school days, appeal to the Superintendent who shall have ten (10) school days in which to respond in writing. Failure of the Superintendent to respond shall be deemed to be a decision in favor of the teacher and shall be considered an IPDP approval.

#### 3. Credit

Employees shall receive credit for participation in professional development activities consistent with the regulations of the Board of Education. All matters pertaining to certification/recertification are between the applicant and the state.

#### 4. Conditions for Courses

The School Committee will require that the following conditions be fulfilled relative to all courses taken in compliance with the Professional Improvement requirement of the salary schedule:

- a. Approval of the institution and of the course to be studied will be at the discretion of the Superintendent. All courses to be considered for professional improvement credit shall normally be limited to the subject matter area of the teacher's assignment and must be of a graduate nature. Other courses may be approved at the discretion of the Superintendent.
- b. Graduate credit(s) from an accredited college or university which a teacher may have earned prior to employment in the District will be honored towards progression on the salary scale.

#### 5. Tuition Reimbursement

- a. Teachers who take a graduate level course, beginning no earlier than July 1, 2001, shall be entitled to full reimbursement of the cost of tuition and fees for the course in an amount not to exceed the cost of tuition and fees for a course of equal credit at the University of Massachusetts at Lowell.
- b. Evidence of successful completion of the course and payment of the course shall be submitted no more than one hundred twenty (120) days after the conclusion of the course, at which time payment shall be made to the teacher within thirty (30) days.
- c. The maximum number of credits for which a teacher can be reimbursed in a fiscal year shall be six (6).
- d. A budget will be agreed to that refers to the UML rate which will increase in the future. Hopefully, the number of courses requested will be covered by this budget. If the budget were insufficient, all teachers taking a single

course would be paid regardless of the budget (195 individuals' maximum). Those individuals taking two (2) courses would be added up and the balance of the budget, if any, would be divided among those teachers without exceeding the actual cost of the course. First priority for second course reimbursement will go to courses that are part of an approved second Masters or CAGS program. If there is additional money left after reimbursing the second Masters or CAGS courses the remaining balance will be divided equally amongst any other request for second course reimbursements.

- e. Course approval and request for tuition reimbursement must be made prior to the start of the coursework.
- f. Courses completed during the summer shall be paid in September to teachers who continue to be employed with the District after September 15th.

**B. PROGRESSION ON THE SALARY SCHEDULE**

1. A teacher normally will advance annually to the next step on the salary schedule subject to the following conditions:
  - a. The teacher will meet the requirements set forth in Part II, A. 4. a., for In-Service Professional Improvement.
  - b. The teacher, in the current year, has maintained high standards of teaching performance satisfactory to the Principal, the Superintendent and the Committee.
  - c. The Committee retains the right to withhold all or part of any increment for reasons of inefficiency or substandard performance.
  - d. Employees on the payroll for 90 work days, or other days for which compensation is received e.g. sick days, will receive a step increase per the salary schedule.
2. Before a teacher is considered eligible to move to a different group on the salary schedule, proof of eligibility, shall be submitted to the Superintendent of Schools on or before September 15.
3. The terms "eligible" and "proof of eligibility" and "credits earned" shall mean proof of actual attainment of the pertinent credit or degree by means of an official transcript which demonstrates attainment prior to the determination dates set forth below.

The determination dates shall be September 15th and December 15th. Proof of eligibility prior to the September 15th determination date shall entitle movement for the entire school year, and proof of eligibility after September 15th but prior to December 15th shall entitle movement effective on the 92nd day of the school year.

In addition, and for budgeting purposes, each employee shall provide the Superintendent with written notice of advanced credits or degrees which they expect to attain during the next school year by January 15th of the current school year. Failure to do so will not prohibit movement on the salary schedule provided the conditions in the two paragraphs above are met.

**C. LONGEVITY**

After completion of fourteen (14) years of credible uninterrupted service to the Ashburnham-Westminster Regional School District, the following will be paid:

	FY 23	FY 24 forward
In years 15-19	\$900	\$1,000
20-24	\$1,150	\$1,250
25-29	\$1,400	\$1,500
30+	\$1,650	\$2,000

Said sum will be paid in 21 equal prorated installments which shall begin with the first paycheck of the school year and shall conclude with the twenty-first payment of the year in June of each school year. Said sum will be considered a stipend to the teacher's total compensation for that year, and will also become part of the teacher's total compensation in subsequent years.

Uninterrupted service means that there is no break in service with the Ashburnham Westminster Regional School District as the employer. Break in service means a Unit A employee has terminated employment with the district. Any teacher who retires, or otherwise leaves the District's employ before the end of the school year, shall be ineligible to receive any of the remaining longevity installments.

**D. MILITARY SERVICE CREDIT**

1. In order to assist a teacher who has had military service to reach the maximum step on the salary schedule sooner, the teacher may be placed on the salary schedule at a step commensurate with previous teaching experience plus one-half year of credit for each year of military service up to a maximum of one (1) year credit for completion of one (1) or two (2) years military service; and two (2) years credit for completion of three (3) or more years of military service and receipt of an Honorable Discharge from the military.
2. Military credit will not advance the teacher beyond the maximum step of the schedule.

**E. WITHHOLDING INCREMENTS DUE TO ADJUSTMENTS OF SALARY SCHEDULES**

1. The committee retains the rights to withhold all or part of any increase in salary resulting from adjustments in the salary for reasons of inefficiency or substandard performance.

**F. CONTRACT DOCUMENTS**

1. Each teacher shall be given two (2) copies of his/her annual salary agreement.

**PART 111--OTHER PROFESSIONAL PERSONNEL**

**A. SCHOOL COUNSELING PERSONNEL**

1. All new school counseling personnel will be hired under the appropriate step of the teachers' salary schedule.
2. For school counseling personnel, all conditions of employment will be the same as those for the classroom teacher, except:
  - a. For short periods of illness a substitute may not be required.
  - b. When required by the School Counseling Department Coordinator and/or the Administration, school counseling personnel will be present at other times not required of the classroom teachers. In this event compensation for such time will be at a per diem rate.

**3. High School Counseling Department Coordinator**

1. Compensation: Appendix F
2. Duties and Responsibilities
  - Serves as liaison between the Administration and the School Counseling Department
  - Prepares and submits the budget for the School Counseling Department
  - Oversees the department's development of student schedules in conjunction with the school administration.
  - Oversees the department's preparation of college admission packages, military and job related materials for students
  - Attends all Department Coordinator meetings and reports back to department members
  - Conducts department meetings
  - Supports department members
  - Facilitates department communication with administration, school counseling and parents
  - Manages and develops department budget
  - Attends monthly department coordinator meeting with administration
  - Oversees the school counseling curriculum and department activities
  - Plans school counseling activities such as financial aid planning night, scheduling nights, class night, and undergraduate awards
  - When required by the administration the school counseling coordinator, or designee, will be present at other times not required of the classroom teachers or other department coordinators. In this event compensation for such time will be at the per diem rate.

**B. SCHOOL NURSE**

1. Salary

Upon hire, nurses will be placed on the appropriate teacher's salary schedule. (See APPENDIX C).
2. Hours and Duties
  - a. In the event the nurse has to perform any work required beyond the scope of the school day, payment will be at the nurse's per diem rate.
  - b. The Oakmont nurse will make themselves available for athletic physicals in August. The rate of compensation will be at the nurse's per diem rate.

## C. CURRICULUM COORDINATORS

1. Organization  
The number of curriculum coordinators will be determined by the Committee and the Superintendent. Their areas of responsibility will be interdisciplinary and they normally will not be assigned to specific subject areas. Their scope of responsibility may include more than one (1) level (i.e., Elementary, Middle School, and High School).
2. Compensation: Appendix F
3. Duties and Responsibilities
  - Ensure that the curriculum being taught is consistent with the Common Core of Learning and Curriculum Frameworks.
  - Observe classroom teachers and provide oral input to teachers and unit administrators.
  - Serve as leaders of curriculum development groups.
  - Review and make recommendations relative to proposals for new curriculum offerings.
  - Facilitate the review of textbooks and other instructional material in use, as well as those being proposed for use.
  - Assist the Principal(s) in the preparation of the annual budget.
  - Assist in selection and assignment of teachers.
  - Prepare proposals for external funding designed to advance the goals of the Board of Education and the Committee.
  - Teach no more than one-halftime and be assigned no duties.
4. Appointment  
Curriculum coordinators will be appointed annually by the Superintendent.

## D. HIGH SCHOOL DEPARTMENT COORDINATORS (ten positions in total beginning 2008-2009)

### 1. Compensation - Appendix F

### 2. Duties and Responsibilities:

- Serves as instructional leader of the department with the primary focus on improving student achievement in a standards-based environment
- Conducts department meetings
- Supports department members (assist with curriculum, instruction, assessment, parents and students)
- Facilitates department communication with administration and guidance
- Manages and develops department budget
- Notifies guidance of award recipients and presents awards at Class Night and Undergraduate Awards Ceremony
- Observes non-professional status high school department teachers and provides feedback concerning curriculum and instructional matters when requested by administration. Release time will be provided by the principal for class observation.
- At the request of the middle school principal, the high school principal may request the high school department coordinator to observe a non-professional status middle school teacher in the coordinator's content area. This request would only be made in a critical situation and only occur one time during the school year. If another observation is necessary, that observation must be mutually agreed upon by the middle school principal, high school principal and the content specific high school department coordinator.
- Attends monthly department coordinator meetings with administration
- Coordinates discussion of student issues
- Plans periodic discussions on curriculum, assessments and best practice
- Assists in the selection and assignment of teachers
- Assists and supports substitutes in department
- Acknowledges the alignment of field trips with the curriculum frameworks by signing the field trip request submitted by the teacher in their department.
- Building principals shall provide adequate contracted time, excluding prep periods, for educators for the purpose of analyzing MCAS and/or other district assessment data

**E. MIDDLE SCHOOL TEAM COORDINATOR**

Each academic teaching team at the middle school shall have a paid team coordinator.

1. Compensation - Appendix F
2. Duties and Responsibilities:

*As the instructional leader of the team with the primary focus on improving student achievement in a standards-based environment, the team coordinator:*

- Coordinates discussions of student issues.
- Facilitates discussion and implementation of integrated/interdisciplinary units with the team and how to best integrate frameworks in the various disciplines.
- Plans periodic discussions on instruction, student work and work load, best practices and flexible scheduling during team time.
- Supports team members.

*As the facilitator of team communication, the team coordinator:*

- Facilitates communication with the administration and creates a weekly summary of daily team meetings on the Middle School Team Agenda/Summary Form (See Appendix G).
- Facilitates communication with the enrichment staff.
- Facilitates communication with special education staff.
- Facilitates communication with guidance.
- Facilitates communication with parents through telephone calls, e-mails or the scheduling of parent meetings (excluding fall conferences).

*As the team manager, the team coordinator:*

- Conducts team meetings
- Attends monthly team coordinator meetings with administration.
- Assists and supports substitutes on their team.
- Organizes team activities.
- Manages the team budget.
- Facilitates the distribution of quarterly progress reports.

**F. MIDDLE SCHOOL ENRICHMENT TEAM COORDINATOR**

The enrichment team at the middle school shall have a paid team coordinator.

1. Compensation - Appendix F

2. Duties and Responsibilities:

*As the instructional leader of the team with the primary focus on improving student achievement in a standards-based environment, the Enrichment Team Coordinator:*

- Coordinates discussion of student issues.
- Facilitates the inclusion of special needs students.
- Collaborates with special education team coordinator and administration regarding classroom support.
- Facilitates discussion and implementation of integrated/interdisciplinary units with teams.
- Supports team members.

*As the facilitator of team communication, the Enrichment team coordinator:*

- Facilitates communication with the administration and creates a weekly summary of team meetings on the Middle School Enrichment/Sped Agenda/Summary Form. (see Appendix H).
- Facilitates communication with academic teachers.
- Facilitates communication with special education staff.
- Facilitates communication with guidance.

*As the team manager, the Enrichment team coordinator:*

- Conducts team meetings.
- Attends monthly team coordinator meetings with administration.
- Assists and supports substitutes on their team.
- Prepares and distributes weekly requests for special education support in enrichment classes.

## **G. MIDDLE SCHOOL SPECIAL EDUCATION TEAM COORDINATOR**

The special education team at the middle school shall have a paid team coordinator.

### 1. Compensation - Appendix F

### 2. Duties and Responsibilities:

*As the instructional leader of the team with the primary focus on improving student achievement in a standards-based environment, the Special Education Team Coordinator:*

- Coordinates discussion of student issues.
- Facilitates the inclusion of special needs students.
- Collaborates with enrichment team coordinator and administration regarding classroom support.
- Supports team members.

*As the facilitator of team communication, the team coordinator:*

- Facilitates communication with the administration and creates a monthly summary of team meetings on the Middle School Enrichment/Sped Agenda/Summary Form. (See Appendix H).
- Facilitates communication between special education director and special education staff.
- Facilitates communication with guidance.

*As the team manager, the Special Education team coordinator:*

- Conducts team meetings of special education staff.
- Attends monthly team coordinator meetings with administration.
- Facilitates the distribution of special education quarterly progress reports

## **H. MIDDLE SCHOOL TEACHER LIAISONS**

### 1. Compensation- Appendix F

### 2. Duties and Responsibilities

- a. Facilitate collaborative grade level meetings to assist in the analysis and utilization of data to improve overall building needs
- b. Work collaboratively with the Principal, Assistant Principal, Director of Curriculum (as needed), and teams on identified areas of need
- c. Keep an agenda and notes to document discussions at team meetings
- d. Work collaboratively with members of the staff as needed
- e. Provide feedback to the Administration in regards to programs, protocols, and procedures
- f. Assist with professional development (facilitating discussion, giving feedback to Curriculum Office, gathering data/info from team members)
- g. Collaborate with the administration at a monthly school-based meeting
- h. Advise administration on team needs
- i. Meet at mutually agreed upon time for a planning meeting the week before school starts

## **I. ELEMENTARY CURRICULUM TEAM LEADS**

### 1. Compensation- Appendix F

### 2. Duties and Responsibilities

- a. Collaborate with the Elementary Curriculum Coordinator in establishing professional development priorities, common assessments and benchmark assessments.
- b. Work collaboratively with Director of Curriculum and Instruction, Elementary Curriculum Coordinator, and grade-level teachers in mapping and implementing curriculum in all content areas
- c. Facilitate collaborative grade level meetings to assist in the analysis and utilization of assessment data to improve focus on curriculum implementation, instructional planning and student achievement.
- d. Keep a meeting agenda and notes to document grade level work.
- e. Work collaboratively with grade level teachers and administrators to ensure our High-Quality Instructional Materials are implemented consistently so that our students have equitable experiences.
- f. Assist the Administration in assessing programs and making recommendations regarding intervention supports.
- g. Collaborate with the Administration at a monthly school-based meeting and a monthly district-wide meeting with the Elementary Curriculum Coordinator and/or Director of Curriculum and Instruction.
- h. Unpack, organize and distribute new curriculum materials.

## **J. MENTOR TEACHERS**

1. Principals must post mentoring positions as they become available. Individuals who are interested in becoming a mentor must complete a mentor application of interest.
2. Mentors shall be selected from among all qualified applicants by the Superintendent after consultation with the building principals. A qualified applicant is an educator who has at least three full years of experience under an Initial or Professional license and who has successfully completed a mentor training program
3. Mentor teachers shall serve for one (1) year and may apply for subsequent years of mentoring subject to approval of the principal. The principal shall approve the subsequent years a mentor wishes to so serve, but there shall be no limit to the number of years one is eligible to serve as a mentor.
4. Mentor teachers shall be required to meet with the teachers they are mentoring for one (1) day prior to the beginning of the school year if it is that mentees first year in the district.
5. Mentor teachers shall be responsible for mentoring one (1) person a year unless there are no other qualified mentors.
  - a. A mentor shall receive a stipend of \$1,800 to mentor a beginning educator for their first year in the district.
  - b. A mentor shall receive a stipend of \$900 to mentor a beginning educator for their second year in the district.
  - c. A mentor shall receive a stipend of \$1,400 to mentor an experienced educator for their first year in the district.
  - d. If a mentor is assigned an additional beginning educator they will receive an additional stipend of \$1000
  - e. If a mentor is assigned an additional experienced educator they will receive an additional stipend of \$500
6. Mentor teachers shall not evaluate the teacher assigned to them.
7. Mentors shall be provided with time during the school day to observe the classes of their mentee. The number of observations required will be listed in the Mentoring Manual provided to members before signing the Statement of Commitment to be a Mentor.
8. A mentor teacher shall meet with teachers assigned to them as listed in the Mentoring Manual provided to members before signing the Statement of Commitment to be a Mentor. Mentors shall submit to the Superintendent by June 1st a Mentor Meeting Report which indicates the dates of the meetings and a summary of the topics discussed.
9. A list of qualified mentors will be updated annually by the principal. Newly qualified mentors must submit proof of qualification to their respective principal.
10. Mentors will perform their duties as established by the DESE Guidelines for Induction and Mentoring Programs.
11. In order to retain status as a trained mentor, mentors must complete a six (6) hour mentor refresher course every 5 years. This course will be provided annually by the District, at no cost to the teacher, by June 30 of each school year. Teachers will receive six (6) contact hours for attending this course with an option to earn ten (10) PDPs by completing a project.

## **PART IV-EXTRACURRICULAR ACTIVITIES**

Salary schedule for advisors and activities coordinators -see APPENDIX D 1-2

### **A. APPOINTMENT OF EXTRA CURRICULAR STIPEND POSITIONS**

1. The Principal will make every reasonable effort to distribute impartially and equitably among all teachers, assignment of extra duties or co-curricular assignments for which there is no additional compensation over and above the contracted salary.
2. The Principal will attempt to make assignments of extra or co-curricular activities commensurate with the abilities and interests of the teacher.
3. Positions in paid activities will be filled by interested teachers. In the event there are no interested teachers, the Committee and/or Administration has the right to appoint any teacher to the position for one year.
4. Whenever practicable the Administration will make every effort to see that the assignment of these necessary functions is handled equitably.
5. High School music personnel are responsible for the extracurricular activities of the High School music

department.

6. The School Committee will not require teachers to attend overnight events, but, since students will be gone, teachers will be assigned to other bargaining unit work.

## **B. NEW & REVISED CO-CURRICULAR APPROVAL**

1. The following procedure shall be followed when either initiating or revising a co-curricular activity.
  - a. Prior to September 1 of the school year, the Advisor will present the Co-Curricular Activity Proposal/Change Form (Appendix D-3) for the new or co-curricular activity to the building principal. The form should be completed in its entirety and include a thorough description of the co-curricular activity, its purpose and all planned activities. Exceptions to the timeline may be granted at the discretion of the Superintendent. Proposals may also be submitted throughout the school year if initiated by the Principal.
  - b. The Principal will review the proposal and decide if the club/activity will proceed. The proposal can be revised if initially rejected by the Principal.
  - c. If approved, the co-curricular activity will be given pilot status for the first year, retroactive to the start of the school year if necessary. Year one receives no stipend.
  - d. The Advisor will present accurate records of membership (total number of members), attendance, meeting times and durations, additional time for the advisor, and other relevant information. This information will help determine whether the co-curricular activity will continue in year two of the pilot. These records must be kept each subsequent year the co-curricular activity runs and will be collected and held by the building principal.
  - e. Upon recommendation of the building Principal to the Superintendent, the new co-curricular activity can proceed to year two. A \$500 stipend will be given in year two of the pilot.
  - f. The Principal must present any proposals for the co-curricular activity to continue in year three to the Superintendent by Dec. 15 in year two of the pilot.
    - i. If the co-curricular activity meets all the requirements in both of the two pilot years, the Superintendent and Professional Rights & Responsibilities Chairperson will determine an appropriate stipend and it will be added to the corresponding Co-curricular/Advisor Stipends Appendix.
    - ii. The determination of the two parties is final.
2. The following procedure shall be followed when revising a co-curricular activity:
  - a. The advisor of an existing co-curricular activity seeking a revised stipend will present the Co-Curricular Activity Proposal/Change Form (Appendix D-3) with data collected for one year to the Superintendent.
  - b. The Advisor will present accurate records of membership (total number of members), attendance, meeting times and durations, additional time for the advisor, and other relevant information. These records must be kept each subsequent year the co-curricular activity runs and will be collected and held by the building principal.
    - i. The Superintendent and the Professional Rights and Responsibilities Chairperson will review the data at the end of that school year. At that time, a revised stipend may be approved.
    - ii. The determination of the two parties is final.
3. The following procedure shall be followed when resuming an "inactive" co-curricular activity:
  - a. Co-curricular activities that do not run for three consecutive years, notwithstanding annual appropriation, will be deemed "inactive." Inactive co-curricular activities may resume after a one year pilot if approved by the building principal.
  - b. The Advisor will present accurate records of membership (total number of members), attendance, meeting times and durations, additional time for the advisor, and other relevant information. These records must be kept each subsequent year the co-curricular activity runs and will be collected and held by the building principal.
  - c. Inactive co-curricular activities must be substantially the same co-curricular activity when they resume as when piloted.
  - d. The building Principal will submit approval to the Superintendent by Dec 15 in year one of the pilot.
    - i. A stipend will be assigned by the Superintendent and the Professional Rights & Responsibilities Chairperson
    - ii. The determination of the two parties is final.
4. All stipends are subject to annual appropriation.

## **PART V--ATHLETIC POSITIONS' SALARIES**

Salary schedule and formula for coaches -see APPENDIX E

1. Annually the Superintendent will appoint the interscholastic athletic coaches.

## **PART VI--CONDITIONS OF EMPLOYMENT**

### **A. SICK LEAVE**

1. For personal illness, a teacher with non-professional teacher status shall be entitled to one (1) day per month for a total of twelve (12) days per year. These may not accumulate except as follows:
  - a. When a teacher achieves professional teacher status any of the sick leave days not used while serving as a teacher with non-professional status, will be accumulated.
  - b. Should a teacher with non-professional status have an extended illness or injury, sick leave not used in prior years may be used subject to the discretion of the Superintendent.
2. For personal illness, a teacher who has achieved professional status shall be entitled to fifteen (15) days sick leave per year.
3. For illness of a member of the teacher's immediate family which necessitates the teacher's absence from school, days used may be charged to the teacher's personal sick leave.
4. The Superintendent, at their discretion, may require certification of illness or injury by a physician.
5. Accumulation of sick leave will start with the beginning of the most recent period of continuous full- time employment in the Ashburnham-Westminster Regional School District.

### **B. SICK LEAVE BANK**

The Ashburnham-Westminster Regional School Committee and Ashburnham-Westminster Teachers Association have established a sick leave bank for the use of members covered under the bargaining unit who have exhausted their accumulated sick leave days and require additional leave to make full recovery from illness.

#### **1. Membership**

- a. Any actively employed member of the bargaining unit covered by this agreement may be eligible to receive benefits from this bank.
- b. Membership in this bank shall be voluntary and each member shall make an initial nonreturnable contribution of two (2) days and one (1) each successive year, until such time the member has contributed a total of five (5) days. If days fall below 1200 days, two (2) sick days shall be contributed.
- c. When the number of unused days in the bank becomes critically low, the Sick Leave Bank Committee may require an additional contribution from members who wish to continue their membership.
- d. Unused days at the end of each year shall remain in the bank and accumulate from year to year.
- e. The enrollment period shall be limited to the month of September. Personnel wishing to become members must request in writing. The Sick Leave Bank Committee may grant exceptions to those employed after September.
- f. Qualification for membership - the Applicant must have achieved professional teacher status and have accumulated the following sick days by enrollment period: 34 days.

#### **2. Sick Bank Committee**

- a. The bank shall be administered by a committee formed of two (2) representatives from the Committee and two (2) active, full-time representatives of the Association. The Superintendent can be a substitute for a school committee member
- b. One member of the Sick Bank Committee shall be elected to serve as chairman and preside over bank meetings.
- c. The Sick Leave Bank Committee shall establish a form for application to the bank. Approval of an applicant's request will be by majority vote of the Sick Bank Committee.

- d. An applicant's request will be by majority vote of the Sick Bank Committee.
- 3. Benefits**
- a. To be eligible, the applicant must be incapacitated for fifteen (15) consecutive school days
- b. Applications by the incapacitated or their representative may be made prior to exhaustion of personal sick leave. Adequate medical certification must be provided. The committee may require an applicant to have a physical examination by an independent physician at the committee's expense
- c. Applications must be made to the Chairman of the bank. This must be accompanied by a statement from the attending physician stating the projected time of recovery beyond the member's own accrued sick leave.
- d. No more than fifteen (15) days may be granted at any one time. Requests for additional days must be accompanied by a new application.
- e. The Sick Bank Committee may use its discretion to make exception with regards to benefits
- f. Days granted, but not used by the applicant, shall be returned to the bank.

**C. SENIOR-TEACHER STATUS ENHANCED LONGEVITY PROGRAM-(begins July 2007)**

In addition to the foregoing longevity payments referred to in Part II, Section C, there shall also be an enhanced longevity payment that will be available only to those employees who have met the following criteria:

1. The teacher must have completed seventeen (17) years of uninterrupted service in the Ashburnham- Westminster Regional School District (including service in the Ashburnham-Westminster Public Schools prior to K-12 regionalization); and approved leaves of absence shall not be considered a break in uninterrupted service.
2. The teacher shall have an accumulated sick leave balance of not less than one-hundred (100) days prior to accessing the benefit, except that sick days used for leave time that would be permissible under the Family and Medical Leave Act shall not be deducted from a teacher's total accumulation for the purposes of this provision only.
3. Only once during their career, any such employee shall be eligible to receive an enhanced longevity payment. Employees selected prior to FY26 will receive the amount of ten thousand (\$10,000) per year for any single period of three (3) consecutive years, Employees selected FY26 and beyond will receive the amount of five thousand (\$5,000) per year for any single period of six (6) consecutive years, subject to the following conditions.
  - a. The employee must give written notice of his/her intent to access this enhanced longevity payment (hereinafter referred to as the "benefit") to the Superintendent or his/her designee between the start of school, but no later than May 1st of their 17th year, or any year thereafter, or the year preceding the contract year in which the employee desires to begin receiving the benefit.
  - b. Once given, the written notice will be irrevocable.
  - c. Once the period for this enhanced longevity payment has been completed, the enhanced longevity payment will terminate and the employee will no longer receive this enhanced longevity payment and the employee will revert to the salary level that they would be at under terms of the collective bargaining agreement then in effect.
  - d. The enhanced longevity payment will be paid in a lump sum, less normal payroll deductions, in the last pay period in October.
  - e. A maximum of *six (6)* teachers may elect commencement of the benefit in FY26, FY27, and FY28. Starting in FY29 the maximum number of individuals that may elect commencement of the benefit will decrease to three (3). The Superintendent may, in his/her sole discretion, allow more new people to enter into this program in any given year, where doing so, in his/her sole opinion, is in the District's best interest. Teachers will be awarded the benefit in order of seniority. Should there be a tie in seniority dates for the available benefit(s), then a lottery will be held. The lottery will take place at the Superintendent's office on the first Monday after May 1st. The President of the Association or their designee will select the names through a blind lottery process. This will be done on an annual basis as needed. A final list of who applied for the benefit will be presented to the President or their designee at the time of the lottery. If there is no lottery that year, the list will be sent to the President by May 7. Any teacher who did not receive the benefit through the lottery must reapply to be considered the following school year.
  - f. Any bargaining unit member who has opted into the enhanced longevity program who leaves the District's employ prior to the conclusion of the school year to which this benefit is tied will, have the remainder of the money the District would have paid them in enhanced longevity paid-out over the payment schedule they were on before they left the District's employ, provided that they have not been employed in another position in the public sector during any portion of the remaining year(s) to which the enhanced longevity is tied.

- g. In the event that the Massachusetts Teachers Retirement Board, a Massachusetts court, or the Massachusetts legislature take action which results in the diminution of value or the elimination of all or some of the benefits under this senior teacher status program, the parties will timely thereafter enter into negotiations for the purpose of restoring benefits to a level comparable to the benefits in place prior to the creation of the senior teacher status program.

#### **D. BEREAVEMENT LEAVE**

1. In the event of death in the immediate family of the teacher, leave of up to five (5) days may be granted without loss of pay or other leave benefits.
2. Immediate family of the teacher is construed as a teacher's spouse, domestic partner, parent, step-parent, child, step-child, sibling, mother-in-law, father-in-law, grandchild, someone for whom the teacher is a legal guardian, or someone for whom the teacher is the primary caregiver.
3. In the event of the death of a grandfather, grandmother, son-in-law, daughter-in-law, brother-in-law or sister-in-law, leave of up to three (3) days may be granted without loss of pay or other leave benefits.
4. For bereavement leave other than for those mentioned above, an unused sick day may be available upon request.

#### **E. PERSONAL LEAVE**

1. Each teacher shall be entitled to two (2) personal leave days per year.
2. One sick day may be converted to a personal day each year for a total of three (3).
3. Such personal leave will not accumulate, if not used, but will be added to accumulated sick leave up to one hundred fifty (150) days. For any individuals with over one hundred (150) accrued sick days, one (1) unused personal day will be added into their accrued sick time.
4. Leave may be used at the discretion of the teacher with forty-eight (48) hours or more notice in writing or at the discretion of the Principal.
5. Personal leave will not be used for recreation or vacation purposes, nor will it be used to extend holiday or vacation periods.
6. Normally no more than three staff members in one school shall be on personal leave in any one day.

#### **F. DISBURSEMENT OF SALARY**

Salaries of teachers will be disbursed in twenty-six (26) equal installments on the first or second Thursday in September and every second Thursday thereafter.

#### **G. HEALTH INSURANCE**

1. For the school year 2016-2017, the District shall pay seventy percent (70%) of the individual and family plan premiums for HMO Blue and Blue Choice. After July 1, 2017, the school committee shall be able to bid the teachers health care plan with bids solicited from at least the following carriers if in existence: Blue Cross Blue Shield, Fallon, Tufts and Harvard Pilgrim Health Care. In the event the decision is made to move teacher's health insurance to either a benchmark or GIC-like plan or invoke MGL Chapter 32B Sections 21-23, the District will, upon the effective date of the change, increase to seventy-five percent (75%) the portion of the individual and family health plan premiums that the District pays.
2. Any material changes in the carriers and/or material changes in one or more aspects of the health plans provided to current employees, if desired by the District and not required to be made by the carrier, will be made only after the District has received a recommendation, for or against the change, from the Insurance Advisory Committee (IAC). The IAC will be notified and consulted at least 30 days before bids. The final plan design prior to going to bid shall be accepted by both the Association and District. In the event that the health insurance carrier imposes mandatory changes in one or more material aspects of the health plans it provides to the District's employees, the District will afford the Teachers Association an opportunity to bargain, if it so requests, over the impacts that those mandatory changes will have on their members.
3. The District will afford the Association at least sixty (60) days advance notice prior to the planned effective

date of any contemplated or mandated changes in the benefit structure referred to in Paragraph 2 above.

4. To the extent permitted by law, employees covered by this agreement will be allowed to make their health insurance premium contributions in pretax dollars.
5. The District School Committee shall vote to accept the provisions of M.G.L., c. 32B, sec. 9A and 9D, and thereafter shall provide to each retired employee or the surviving spouse of any retired employee group health insurance with the District contributing 50% of the premium cost.
6. The District will require that those retired employees and surviving spouses who are eligible for Medicare elect Medicare as the primary carrier. The District will then pay the same percentage of premium cost for a Medicare supplement purchased through the District as it contributes for retired employees who remain in the District's group health insurance program.
7. **MITIGATION FUND**  
The District will budget \$5, 000 annually, to reimburse copayments for MRI, CAT scans, PET scans, emergency room visits, cardiac nuclear imaging and ultrasounds. Expenses will be paid out according to APPENDIX G. In the event MGL, Chapter 32B, Section 21-23 is invoked, the amount shall be increased to \$7, 000.00.
8. **INSURANCE OPT-OUT:**  
Any employee covered by this collective bargaining agreement who is enrolled in a health plan offered by the School District on or after June 30, 2016, and who thereafter opts out of his or her school district health plan and provides the School District with evidence that the employee has obtained health insurance elsewhere, shall become entitled to \$100 stipend each pay period -- annualized to an \$2,600 stipend for each full insurance plan year in which he or she remains not enrolled in a district sponsored health plan. If an employee opts out of health insurance during an insurance plan year, the employee shall be entitled to a prorated portion of the stipend based on the 12-month plan year.

#### **H. LIFE INSURANCE**

The Life insurance program provides for a ten thousand (\$10,000.00) dollar life insurance policy with the Boston Mutual Insurance Company.

#### **I. DENTAL INSURANCE**

The district shall provide a Dental Plan of which individuals pay 100% of the premium.

**J. DEPENDENT CARE ACCOUNT PLAN (D-CAP) and MEDICAL ACCOUNT PLAN (MED-CAP)** Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act) effective January 12, 1988, the Ashburnham-Westminster School Committee agrees to implement the above plans beginning on September 1, 1999, pay for the establishment and maintenance cost for the plan and the third party service fees for the employees. The District as the plan manager establishes a minimum annual deduction of \$312.00 (\$12.00 per pay period).

#### **K. DEFINITION OF THE SCHOOL DAY**

1. Teachers will be at their schools 10 minutes before the start of the school day and 15 minutes after the end of the school day. While "professional obligations" cannot be defined completely, the term is generally understood to include the duration of the students' school day, but it is also understood to mean corridor, bus or other supervisory duties, assigned extracurricular activities, professional meetings, and normal and necessary conferences with students and/or parents commonly associated with teaching. Under the current block scheduling format, high school teachers will not be assigned duties.
2. Nothing in the definition of the school day is to be construed in such a way as to limit the number of scheduled periods or the length of classroom periods within the normal school day as herein before defined.
3. Nothing in the definition of the school day is to be construed in such a way as to prevent the Administration from requiring the presence of teachers on occasion at functions and/or to perform duties of a reasonable nature other than those specified above. The administration will make every reasonable effort to distribute duties equitably.
4. Similarly, the Principal may dismiss or excuse any teacher or teachers without regard to the above hours of specified duties.

#### **L. DEFINITION OF THE SCHOOL YEAR**

1. The normal school year will be the number of days students are scheduled to be in attendance plus four (4) for the 2022-2023 school year, and plus five (5) for the 2023-2024 school year forward.
2. Computation of Per Diem Pay:
  - a. Additions to and deductions from compensation for the school year will be made at the rate of 1/184 for the 2022-2023 school year, and at the rate of 1/185 for the 2023-024 school year forward.
  - b. This applies only to the employment of the full-time staff above and beyond the normal school year and to individuals working less than the normal school year.
3. These provisions will apply only to district teachers who are employed on a School Year Contract.
4. A teacher in his/her first year of teaching in the Ashburnham-Westminster school district may be required by the Administration to attend up to three (3) days of orientation workshops prior to the opening of school.
5. In a single academic calendar, bargaining unit members may be required to attend up to four (4) school related activities in the evenings, none of which will exceed three hours in duration.

#### **M. TRANSFERS AND VACANCIES**

All transfers and the filling of vacancies shall be made only where the best interests of the pupils, the school, and the teachers are given consideration. Therefore, the parties agree to the following definitions:

**A vacancy** is an opening of any position in the bargaining unit.

**A transfer** is any voluntary or involuntary change of position within a school or between schools. A change of position is a change in schools, grade levels, or disciplines.

##### **1. Vacancies**

- a. Staff vacancies or new positions will be made known simultaneously via; 1: a District email which is addressed to the "all staff" email database maintained by the District internally for ten (10) work days; 2: posted on the District website or other public domains.

##### **2. Voluntary Transfers**

- a. A teacher desiring a transfer will submit a written request to the Superintendent with a copy to the teacher's principal stating the assignment preferred and reasons for the transfer. Such requests will be submitted between September 1 and April 1 of each school year. Requests must be renewed each school year and all requests must be acknowledged in writing.
- b. Transfers normally will become effective at the beginning of the next school year.
- c. In the determination of assignments and transfers, the convenience and wishes of the individual teacher shall be honored to the extent that those considerations do not conflict with the instructional requirements and the best interests of the school system and pupils as determined by the Superintendent.

##### **3. Involuntary Transfers**

- a. When a reduction in the number of teachers in a school is necessitated by a change in the school population or other unusual circumstances, qualified volunteers from that school for other positions in the district will be sought by the Superintendent prior to taking steps toward an involuntary transfer.
- b. Involuntary transfers will not be used when a reduction in force is being implemented.
- c. When transfers are necessary, criteria employed for involuntary transfer shall include teacher qualifications, areas of competency, certifications, major and minor field of study, and length of service. The determination of transfers shall be made by the Principal with the approval of the Superintendent.
- d. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent. At that meeting the employee will be notified of the reasons for the transfer. The employee is entitled to have an Association Representative at said meeting.

- e. Notice of transfer shall be given to employees as soon as possible, and under normal circumstances not later than June 1 of the year immediately preceding the transfer.
- f. Employees involuntarily transferred shall be given an assignment, which is the most comparable to their present position.

**N. DEVIATIONS FROM THE SALARY SCHEDULE**

- 1. The President of the Association will be notified of any deviations made from the salary schedules, which are part of this Contract.
- 2. Placement of New Appointees:
  - a. A teacher shall be assigned to the appropriate salary class determined by their preparation and previous experience.
  - b. In the event that it becomes necessary or desirable to change the basic school day schedule, the impact of said change will be bargained before implementation.
- 3. The Athletic Director for the District will be appointed annually by the Superintendent. Stipend will equal a combination of the two highest paid coaches on the stipend schedule. The Athletic Director will be responsible for the evaluation of head coaches.
- 4. Cafeteria supervisors at Oakmont will be paid at the following rate:

2025-2026	2026-2027	2027-2028
\$3,762	\$3,837	\$3,875

- 5. Nature's Classroom stipend of \$100 per night for up to six (6) elementary teachers per building (JohnR. Briggs Elementary School and Westminster Elementary School/ Meetinghouse School).
- 6. Up to twelve (12) Middle School teachers will receive a stipend of \$100.00 per night to attend the Washington DC trip. If there are more than 12, the \$1,200 will be divided equally among them.

**O. USE OF SCHOOL FACILITIES**

- 1. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for additional custodial costs by reason of said meetings. The Principal shall be notified in advance of the time and place of all such meetings.
- 2. The Association will not use any other school facilities, equipment and/or supplies, without first obtaining permission of the Principal and making arrangements to pay a reasonable fee for such use as necessary, provided however, that all costs for the preparation of any written documents mandated by this Contract will be shared equally by the School Committee and the Association.

**P. PROFESSIONAL OBLIGATIONS**

- 1. All teachers shall be solely responsible for maintenance of appropriate DESE licensure and/or any other professional licensures/certifications/ designations required for their particular role.
- 2. The Committee and the Association are in full agreement that student safety is paramount. The Association fully recognizes and supports the AWRSD Background Check Policy Section ADDA relative to required background checks and expectations for all current and future employees.
- 3. Teachers shall be responsible for student behavior within their classrooms or under their supervision wherever that may be, at whatever time, while engaged in school sponsored activities.
  - a. The district shall take all reasonable measures to cover classes due to staff absences before ever doubling or combining classes.
- 4. Teachers shall be responsible for the proper use and care of school property entrusted to their care.

5. However, no teacher who has made a just and prudent endeavor to fulfill these responsibilities shall be held personally liable for conditions or circumstances beyond his/her control.

**6. Material and Equipment:**

- a. Audio-visual material or other equipment constructed on school time or with school materials or supplies will remain the property of the School District even if the preparing teacher leaves the District.
- b. However, this provision shall apply in no way to the creative ideas or concepts involved in the preparation of said materials. Such ideas remain the property of the individual teacher.

**7. Personnel Files Statement:**

Teachers have the right, upon request in writing, to review the contents of their personnel file. The teacher will acknowledge this review by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher will have the right to submit a written answer to such material and their answer will be reviewed by the Superintendent and attached to the file copy.

8. Teachers shall dress in a manner befitting their profession and in a manner befitting the activities in which they happen to be engaged. Extremes in dress shall be avoided.

**9. Medical Examinations:**

- a. A medical examination shall be required of new teachers at their expense as a condition of employment.
- b. Other teachers may be required to undergo a medical examination upon request of the Committee at the School Committee's expense.

**10. Due Notice of Termination of Employment:**

Teachers shall give sixty (60) days' notice, in writing, of employment termination except in cases of emergency, such as long-term illness or injury, pregnancy, or spouse's change of employment requiring change of residence.

The Association and the District agree that mid-year retirements can be disruptive (and not in the best interest of District children) and, that mid-year retirements should be avoided.

11. All elementary teachers will have a duty free lunch and duty-free lunch recess.

**Q. PREPARATION PERIOD**

All AWRSD teachers will have at least one preparation period per school day. A daily preparation period for each elementary teacher will be no less than forty (40) minutes of consecutive, uninterrupted time. On a typical school day, middle school and high school preparation periods will be at least equal in length to the length of a typical student period. Cumulative preparation time over a full five (5) day week will be no less than three hundred seventy-five (375) minutes for elementary, four hundred (400) minutes for middle school, and four hundred fifteen (415) minutes for high school.

**R. TEACHER EVALUATION**

**I. PURPOSE OF EDUCATOR EVALUATION**

Educators are at the core of the educational process. Educator performance makes a difference in students' achievement, sense of fulfillment and feeling of well-being. The word "educator" is a generic word which in this case refers to all members of the bargaining unit referred to in this collective bargaining agreement. *AWRSD Teacher Evaluation Handbook* is an addendum to that agreement.

The regulatory purposes of evaluation are:

- a. 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);
- b. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- c. 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
- d. To assure effective teaching and administrative leadership, 35.01(3).

Evaluation can encourage and facilitate professional growth while assessing performance. It is a cooperative process with the responsibility for accomplishment shared by teacher and evaluator. Educators will be active participants in all phases of the evaluation process.

## 2. STANDARDS OF PERFORMANCE

The *Standards of Performance* that follow represent the standards that educators will be evaluated on. It is not intended that all performance standards are exhibited all of the time. It must be understood, however, that proficiency, or a "proficient rating" is the desired goal.

The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against these four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- > Standard 1: Curriculum, Planning and Assessment
- > Standard 2: Teaching All Students
- > Standard 3: Family and Community Engagement
- > Standard 4: Professional Culture
- > Attainment of Professional Practice Goal(s)
- > Attainment of Student Learning Goal(s)

## 3. EDUCATOR PLANS

- a. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- b. The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- c. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- d. The four types of Educator plans are as follows:
  - i. Developing Educator Plan  
The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
  - ii. Self-Directed Growth Plan  
A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high.
  - iii. Directed Growth Plan  
A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - iv. Improvement Plan  
An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

## 4. GENERAL

- a. Building meetings will be held during September to discuss the evaluation procedure. Individual evaluators will be identified by September 20. All evaluators will be trained.
- b. The person being evaluated shall have an opportunity to respond in writing to observations, announced and unannounced, formative assessments and formative and summative evaluation reports. Correspondence will be made using "Teach Point" or an approved secure portal for evaluation.
- c. The evaluation process shall be free of gender identity, racial, sexual, religious, and other discrimination and biases as defined in the state and federal laws.
- d. All monitoring, or observation of the work performance of a teacher, will be conducted openly and with the full knowledge of the teacher.
- e. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing his/her signature to the file copy. It is understood that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit a written response to such material.
- f. The teacher evaluation process is described in detail in the *AWRSD Teacher Evaluation Handbook* which is part of this Collective Bargaining Agreement.
- g. Evaluation forms that have been mutually agreed upon by the parties will be an addendum to the *AWRSD Teacher Evaluation Handbook*. The forms are listed below and will be added to the secure portal for evaluation.
  - i. Self-assessment forms -Step 1
  - ii. Goal setting forms-Step 2a
  - iii. Educator plan forms-Step 2b
  - iv. Educator evidence template-Step 3a
  - v. Observation templates-Step 3b
  - vi. Formative assessment, Formative evaluation templates-Step 4 and 5
  - vii. Summative evaluation report templates-Step 4 and 5
  - viii. Evaluator Evidence forms
  - ix. Lesson Plan Template
  - x. DESE Rubrics
  - xi. Flowcharts

#### S. SABBATICAL LEAVE

1. Upon the recommendation of the Superintendent of Schools, a sabbatical leave of one (1) school year may be funded by the Committee for advanced study or research by teachers who have completed seven (7) consecutive years in the Regional School District.
2. Personnel requesting such leave must submit their applications in writing to the Superintendent not later than November 1 of the school year preceding the school year in which the leave is requested. Action shall be taken on all such requests as soon as possible and not later than April 15.
3. No more than four (4) teachers from the district will be absent on sabbatical leave during any one school year.
4. Personnel on sabbatical leave shall receive one-half (1/2) the contracted salary for the full year, provided that the amount when coupled with any scholarship, aid, grant, or extra-employment shall not exceed the salary to which the teacher is entitled contractually.
5. Personnel on sabbatical leave shall receive one quarter (1/4) of the contracted payment of Blue Cross Blue Shield for the full year. Before accepting such sabbatical leave, the teacher shall enter into a written agreement in accordance with the terms of Chapter 71, Section 41A of the General Laws, to return to active service in the Regional School District for a period of two (2) years, or twice the length of such sabbatical leave.
6. Upon completion of the leave the teacher shall submit a written report to the Superintendent containing transcripts of all college and

university work done on leave, together with other pertinent or interpretive material considered essential for the evaluation of their program.

#### **T. LEAVES OF ABSENCE**

1. Leaves of Absence without pay may be granted at the discretion of the Superintendent.
2. Requests for Leaves of Absence must be submitted to the Superintendent in writing at least ninety (90) days prior to the beginning of the requested leave.
3. The request shall indicate the purpose for such leave of absence and the duration.

#### **U. TEMPORARY LEAVES OF ABSENCE**

Employees will be granted the following temporary leaves of absence with pay each school year:

1. Days for visiting other schools or attending meetings or conferences of an educational nature with approval by the Superintendent.
2. Time necessary for appearances in legal proceedings under subpoena, exclusive of arbitration hearings. The A.W.T.A. President will be able to attend such hearings.

#### **V. MATERNITY LEAVE, CHILD REARING, ADOPTIVE LEAVE, AND PATERNITY LEAVE**

An Act Relative to Parental Leave expanded the current maternity leave law, Massachusetts General Laws, Chapter 149 Section 105D.

1. An educator shall be granted eight (8) weeks of parental leave for the purpose of giving birth. For each instance of leave, members shall be granted 10 paid days for the purpose of that leave that will not be taken from the teachers accrued sick time.
  - a. The educator shall give at least two (2) weeks' notice to the Superintendent of the anticipated date of departure and the educator's intention to return or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
  - b. The educator giving birth may use their accrued sick leave concurrently with the eight (8) weeks of parental leave.
  - c. This parental leave shall not affect the educator's teaching position, movement on the salary scale, granting of sick leave, seniority, length of service, or other benefits.
  - d. An educator on the payroll for a minimum of ninety (90) workdays, or other days for which compensation is received e.g. sick days, shall receive a step increase per the salary schedule.
  - e. The educator must notify the Superintendent by the first of April of the school year in which the parental leave expires of their intention either to return to the Regional School District (by signing a contract) or of their intention to terminate their employment in the School District.
  - f. The parental leave shall begin upon the birth of the child.
2. An educator who is the non-birthing parent shall be granted eight (8) weeks of parental leave for the purpose of bonding with their child. Non-birthing parents include but are not limited to foster, adoptive, and paternal parents. For each instance of leave, members shall be granted 10 paid days for the purpose of the leave that will not be taken from the teachers accrued sick time.
  - a. The educator shall give at least two (2) weeks' notice to the Superintendent of the anticipated date of departure and the educator's intention to return or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
  - b. The non-birthing educator may use their accrued sick leave concurrently with the eight (8) weeks of parental leave.
  - c. This parental leave shall not affect the educator's teaching position, movement on the salary scale, granting of sick leave, seniority, length of service, or other benefits:

- d. An educator on the payroll for a minimum of ninety (90) workdays, or other days for which compensation is received e.g. sick days, shall receive a step increase per the salary schedule.
  - e. The educator must notify the Superintendent by the first of April of the school year in which the parental leave expires of their intention either to return to the Regional School District (by signing a contract) or of their intention to terminate their employment in the School District.
3. An educator may request and shall be entitled to unpaid extended parent leave provided the educator provides at least sixty (60) days advance written notice of their intention to take such leave and the duration of the leave is specified.
- a. An educator returning from an extended parental leave less than or equal to one (1) year in length shall be returned to the grade level or department as well as the school to which they were assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other changes that makes such an assignment impossible, in which case the assignment shall be to a comparable position as possible.
  - b. An educator returning from an extended parental leave less than or equal to one (1) year in length shall be placed on the current salary schedule at least at the step held at the commencement of the leave.
  - c. An educator returning from an extended parental leave more than one (1) year in length shall be returned to the same or similar position to which they were assigned at the commencement of the leave unless there has been an elimination of courses or programs, reduction in force, or other changes that makes such an assignment impossible, in which case the assignment shall be to as similar a position as possible.
  - d. An educator returning from an extended parental leave more than one (1) year in length shall be placed on the current salary schedule at least at the step held at the commencement of the leave.
  - e. An educator returning from an extended parental leave more than one (1) year in length shall retain their seniority. The time of leave shall not be considered a break in service. The time of leave will not be included to determine an educator's total length of service.
  - f. An educator on the payroll for a minimum of ninety (90) workdays, or other days for which compensation is received e.g. sick days, will receive a step increase per the salary schedule.
4. Failure to comply with any of the relevant above provisions shall be considered grounds for termination of employment in the Regional School District
5. The conditions stipulated above are subject to amendment, modification, or revisions as prescribed by statute.

#### **W. FAMILY AND MEDICAL LEAVE ACT (FMLA) (APPENDIX H)**

- 1. This agreement shall recognize and abide by the Family and Medical Leave Act (FMLA).
- 2. Each time an educator takes FMLA leave, the remaining FMLA leave entitlement shall be the balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.

#### **X EXTENDED CONTRACT**

Subject to mutual agreement, the School Committee may award an "Extended" contract, in addition to a "School Year" contract. Remuneration for this Extended Contract will be set at ten (10) percent of the total school year contract salary. Teachers on an Extended Contract will be obligated to an additional seven weeks of employment. That employment will generally cover the Christmas, February, and April vacation weeks, plus four weeks during the summer. No teacher may be compelled to accept an Extended Contract. Requests for such a contract may be initiated either by the School Committee, the Administration, or the teacher.

#### **Y. TEACHER PROTECTION**

- 1. Teachers will immediately report to the Principal, in writing, all cases of assault suffered by them in connection with their employment.
- 2. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in their possession related to the incident or to the person involved and will act in appropriate ways as liaison between the teacher, police and the courts.

3. If an assault on a school department employee is by an adult who is not a pupil, the principal will promptly report the incident to the proper law enforcement authorities and the Superintendent of Schools.

## Z. CONTRACT LIAISON COMMITTEE

1. **Purpose**

To serve as an informal advisory committee to the Association and School Committee; to supervise generally the contractual obligations; to serve as an interpretative body regarding the intent of less concrete contractual items, and further, to consider additional professionally related matters not included in the Contract.

2. **Membership**

The Contract Liaison Committee shall be composed of the Superintendent of Schools, two members of the School Committee, a Principal, the President of the Association, the Chairman of the Associations Professional Rights and Responsibilities Committee, and two additional teachers.

3. **Limitations**

The Contract Liaison Committee will be vested with advisory powers only.

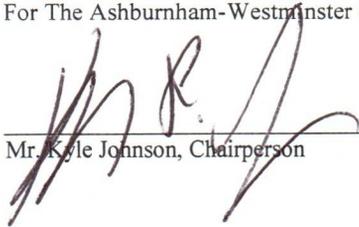
## AA. REDUCTION IN FORCE

1. The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, employees with professional status shall be laid-off in the inverse order of their seniority as defined in Section 2d below. No employee with professional status will be laid-off until all teachers without professional status are gone unless the least senior teacher with professional status is not qualified to perform the duties of the last remaining teacher without professional status.
2. An employee with professional status whose position is eliminated shall:
  - a. Be transferred to an open position for which he or she is licensed. If no such opening exists, the employee shall:
  - b. Replace an employee with the lowest seniority within the district in an area in which the laid-off employee is qualified.
  - c. An employee who is bumped in Section 2b above shall be afforded the same bumping rights therein.
  - d. "Seniority" means an employee's continuous service to the district, excluding unpaid leaves of absence. Seniority is calculated in years, months and days in the bargaining unit from the initial date of teaching. Approved paid leaves of absence, including sabbatical leaves, and unpaid family medical leave shall not be considered a break in continuous service. Any year(s) an employee was gone due to an unpaid leave of absence will be deducted from the total years calculated from their initial date of teaching. An employee who has been employed part-time for any given year, will receive a fraction of a year's seniority equivalent to the amount of employment.
  - e. "Qualified" means that the teacher holds a valid license for the position.
3. Ties for seniority list shall be broken in the following manner:
  - a. One point shall be granted to the teacher or teachers in each of the following areas:
    - i. The greatest number of certifications
    - ii. The greatest number of degrees
    - iii. The greatest number of total years of public school teaching experience earned outside the Ashburnham-Westminster Regional School District up to a maximum of six (6) years.
  - b. All of the points awarded above shall be totaled for each teacher. The teacher with the least number of points will be laid-off first. The teacher with the greatest number of points will be re-employed first.
  - c. In the event it is not possible to break a tie by applying the criteria identified above, the educational needs of the system as specified by the Superintendent in writing shall prevail.
  - d. Other applicable guidelines include the following:
    - i. "Grandfathered" personnel will receive credit for certification in disciplines in which they have taught for at least three (3) years (see a.i. above)

ii. Teacher records must be updated by the individuals by written notice by February 1, with official verification by April 1.

4. Teachers who are to be effected by a reduction in staff during the school year must be notified in writing no later than 30 days in advance of the date at which the reduction will take effect. Teachers who are to be effected by a reduction in staff for the following school year must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect.
5. Teachers who have been laid-off shall be entitled to recall rights for a period of twelve (12) months from the effective date of their respective layoffs. The Association President shall be notified of openings in writing as they arise by the Superintendent. These openings will also be posted on the District website. Preference for positions as they develop will be in the inverse order of their respective layoff dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff. A person recalled shall be given 14 days to commence employment. For a period of 24 months after the layoff date, laid-off employees may continue the group health and life insurance coverage (provided by the District to members of the bargaining unit) by reimbursing the District for the full premium cost subject to then COBRA regulations. Failure to forward premium payments to the Superintendent's office by the 10th of the month, or refusal to return to employment upon recall will terminate this option.
6. While members of the bargaining unit continue on layoff during the recall period, the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system decline an offer to fill the vacancy within the posting period.
7. For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Ashburnham-Westminster Regional School District.
8. A seniority list shall be compiled and updated upon request of the Association President on or before October 1. A copy shall be given to the Association within 30 days of such a request and any challenge to the list shall be made within 45 days of receipt of such list. The Administration shall respond to the Association's challenge within 30 days. If necessary, a meeting between the parties shall take place within 30 days of the Administration's response to resolve any issues. A new list will be published after any needed corrections are made. Nothing in this section shall be read as a reason to stop layoffs during the period stated herein.

For The Ashburnham-Westminster School Committee:

  
\_\_\_\_\_

Mr. Kyle Johnson, Chairperson

5/21/25  
Date

For the Ashburnham-Westminster Teachers' Association

  
\_\_\_\_\_

Mr. Dana Altobelli, President

5/23/2025  
Date

  
\_\_\_\_\_

Mr. Nicholas Kostich, PR&R Chairperson

5/23/2025  
Date

**APPENDIX A**

**MASSACHUSETTS TEACHERS ASSOCIATION - GRIEVANCE REPORT**  
 Ashburnham-Westminster Teacher's Association  
MASSACHUSETTS TEACHERS ASSOCIATION - GRIEVANCE REPORT

Name of Grievant: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Association Grievance Chairperson: \_\_\_\_\_



Prepare three copies for each grievance:

- ONE copy for Local Association
- ONE copy for MTA Central Office

1st Level (Supervisor/Principal): Date: _____      Employer Response:	2nd Level (Grievance Com)      Due Date: Date: _____      Employer Response:
3rd Level (Superintendent)      Due Date: Date: _____      Employer Response:	4th Level (Sch. Com.)      Due Date: Date: _____      Employer Response:

Level (Arbitration) - Due Date: \_\_\_\_\_

Arbitrator's Award:  
 \_\_\_\_\_

Date of Implementation of Remedy (if any): \_\_\_\_\_

\_\_\_\_\_  
 Grievance Association Chairperson

\_\_\_\_\_  
 Date

## **APPENDIX B**

### **VOLUNTEER LANGUAGE**

1. "Volunteer" is defined as someone who is willing to donate a significant period of time (sports season, major activity, play, course, or other specialized program) in academics, athletics, some other co-curricular activity and who does not receive a stipend. Not covered by this definition is someone who donates a short duration of time (one day, one week.)
2. A teacher/coach/principal may choose to accept or not accept the assistance of a volunteer.
3. A volunteer will not supplant a teacher's stipend position as defined by the contract.
4. A "C.O.R.I." (Criminal Offender) check will be performed on all volunteers.
5. All volunteers must complete an application process.
6. The principal or their designee must complete a reference check of the prospective volunteers.

**APPENDIX C**

**TEACHER'S SALARY SCHEDULE**

**2025-2026**

FY26 3% 185 Days	BA	BA15	BA30	MA	MA15	MA30	MA60	CAGS MA/MA	DOC MA75
STEP 1	\$ 53,276	\$ 54,474	\$ 55,673	\$ 58,177	\$ 59,266	\$ 60,795	\$ 63,531	\$ 66,390	\$ 69,377
STEP 2	\$ 54,873	\$ 56,107	\$ 57,342	\$ 59,923	\$ 61,272	\$ 62,620	\$ 65,437	\$ 68,381	\$ 71,458
STEP 3	\$ 56,519	\$ 57,791	\$ 59,062	\$ 61,721	\$ 63,109	\$ 64,498	\$ 67,400	\$ 70,433	\$ 73,602
STEP 4	\$ 58,215	\$ 59,525	\$ 60,835	\$ 63,572	\$ 65,002	\$ 66,433	\$ 69,422	\$ 72,546	\$ 75,811
STEP 5	\$ 59,961	\$ 61,311	\$ 62,659	\$ 65,479	\$ 66,952	\$ 68,425	\$ 71,505	\$ 74,721	\$ 78,085
STEP 6	\$ 61,760	\$ 63,150	\$ 64,540	\$ 67,444	\$ 68,962	\$ 70,479	\$ 73,650	\$ 76,964	\$ 80,427
STEP 7	\$ 63,613	\$ 65,043	\$ 66,475	\$ 69,467	\$ 71,030	\$ 72,592	\$ 75,858	\$ 79,273	\$ 82,840
STEP 8	\$ 65,521	\$ 66,995	\$ 68,469	\$ 71,551	\$ 73,161	\$ 74,770	\$ 78,135	\$ 81,651	\$ 85,325
STEP 9	\$ 67,487	\$ 69,005	\$ 70,524	\$ 73,699	\$ 75,356	\$ 77,013	\$ 80,479	\$ 84,100	\$ 87,886
STEP 10	\$ 69,512	\$ 71,075	\$ 72,639	\$ 75,909	\$ 77,617	\$ 79,324	\$ 82,893	\$ 86,624	\$ 90,523
STEP 11	\$ 71,596	\$ 73,207	\$ 74,818	\$ 78,186	\$ 79,944	\$ 81,703	\$ 85,380	\$ 89,222	\$ 93,238
STEP 12	\$ 73,745	\$ 75,404	\$ 77,064	\$ 80,532	\$ 82,343	\$ 84,154	\$ 87,941	\$ 91,900	\$ 96,034
STEP 13	\$ 75,957	\$ 77,666	\$ 79,375	\$ 82,947	\$ 84,813	\$ 86,679	\$ 90,580	\$ 94,656	\$ 98,916
STEP 14	\$ 78,236	\$ 79,996	\$ 81,756	\$ 85,436	\$ 87,357	\$ 89,279	\$ 93,297	\$ 97,495	\$ 101,883
STEP 15	\$ 82,325	\$ 84,178	\$ 86,031	\$ 89,903	\$ 91,925	\$ 93,948	\$ 98,174	\$ 102,592	\$ 107,210
STEP 16	\$ 85,368	\$ -	\$ -	\$ 91,187	\$ -	\$ 94,395	\$ -	\$ -	\$ -

Note: Step 16 is only attainable by those who were placed there as of July 1, 2016.  
 Step 15 shall be considered the top step.

**APPENDIX C**

**TEACHER'S SALARY SCHEDULE  
2026-2027**

FY27 2% 185 Days	BA	BA15	BA30	MA	MA15	MA30	MA60	CAGS MA/MA	DOC MA75
STEP 1	\$ 55,971	\$ 57,229	\$ 58,489	\$ 61,122	\$ 62,497	\$ 63,872	\$ 66,746	\$ 69,748	\$ 72,887
STEP 2	\$ 55,971	\$ 57,229	\$ 58,489	\$ 61,122	\$ 62,497	\$ 63,872	\$ 66,746	\$ 69,748	\$ 72,887
STEP 3	\$ 57,650	\$ 58,947	\$ 60,244	\$ 62,955	\$ 64,371	\$ 65,788	\$ 68,748	\$ 71,842	\$ 75,074
STEP 4	\$ 59,379	\$ 60,715	\$ 62,052	\$ 64,843	\$ 66,302	\$ 67,762	\$ 70,810	\$ 73,997	\$ 77,327
STEP 5	\$ 61,161	\$ 62,537	\$ 63,912	\$ 66,789	\$ 68,291	\$ 69,793	\$ 72,935	\$ 76,216	\$ 79,647
STEP 6	\$ 62,995	\$ 64,413	\$ 65,831	\$ 68,793	\$ 70,341	\$ 71,888	\$ 75,123	\$ 78,503	\$ 82,035
STEP 7	\$ 64,885	\$ 66,344	\$ 67,805	\$ 70,857	\$ 72,450	\$ 74,044	\$ 77,376	\$ 80,858	\$ 84,497
STEP 8	\$ 66,832	\$ 68,335	\$ 69,839	\$ 72,982	\$ 74,624	\$ 76,265	\$ 79,697	\$ 83,284	\$ 87,032
STEP 9	\$ 68,836	\$ 70,385	\$ 71,935	\$ 75,173	\$ 76,863	\$ 78,553	\$ 82,089	\$ 85,781	\$ 89,643
STEP 10	\$ 70,902	\$ 72,497	\$ 74,091	\$ 77,427	\$ 79,169	\$ 80,911	\$ 84,551	\$ 88,357	\$ 92,333
STEP 11	\$ 73,028	\$ 74,671	\$ 76,315	\$ 79,750	\$ 81,543	\$ 83,337	\$ 87,087	\$ 91,006	\$ 95,102
STEP 12	\$ 75,220	\$ 76,912	\$ 78,605	\$ 82,142	\$ 83,990	\$ 85,837	\$ 89,700	\$ 93,738	\$ 97,955
STEP 13	\$ 77,476	\$ 79,219	\$ 80,962	\$ 84,606	\$ 86,510	\$ 88,412	\$ 92,392	\$ 96,549	\$ 100,894
STEP 14	\$ 79,800	\$ 81,596	\$ 83,391	\$ 87,145	\$ 89,105	\$ 91,065	\$ 95,163	\$ 99,445	\$ 103,921
STEP 15	\$ 82,194	\$ 84,044	\$ 85,893	\$ 89,760	\$ 91,778	\$ 93,797	\$ 98,018	\$ 102,428	\$ 107,039
STEP 16	\$ 84,660	\$ 86,565	\$ 88,470	\$ 92,452	\$ 94,531	\$ 96,611	\$ 100,959	\$ 105,501	\$ 110,250

Note: Step 16 is attainable by all teachers as of July 1, 2026

**APPENDIX C**

**TEACHER'S SALARY SCHEDULE  
2027-2028**

FY28 1% 185 Days	BA	BA15	BA30	MA	MA15	MA30	MA60	CAGS MA/MA	DOC MA75
STEP 1	\$ 58,226	\$ 59,537	\$ 60,846	\$ 63,585	\$ 65,015	\$ 66,445	\$ 69,436	\$ 72,561	\$ 75,825
STEP 2	\$ 58,226	\$ 59,537	\$ 60,846	\$ 63,585	\$ 65,015	\$ 66,445	\$ 69,436	\$ 72,561	\$ 75,825
STEP 3	\$ 58,226	\$ 59,537	\$ 60,846	\$ 63,585	\$ 65,015	\$ 66,445	\$ 69,436	\$ 72,561	\$ 75,825
STEP 4	\$ 59,973	\$ 61,322	\$ 62,672	\$ 65,491	\$ 66,965	\$ 68,439	\$ 71,519	\$ 74,737	\$ 78,101
STEP 5	\$ 61,772	\$ 63,162	\$ 64,551	\$ 67,457	\$ 68,974	\$ 70,491	\$ 73,664	\$ 76,978	\$ 80,444
STEP 6	\$ 63,625	\$ 65,057	\$ 66,489	\$ 69,481	\$ 71,044	\$ 72,607	\$ 75,874	\$ 79,288	\$ 82,855
STEP 7	\$ 65,534	\$ 67,008	\$ 68,483	\$ 71,565	\$ 73,175	\$ 74,785	\$ 78,149	\$ 81,667	\$ 85,342
STEP 8	\$ 67,500	\$ 69,019	\$ 70,537	\$ 73,712	\$ 75,370	\$ 77,028	\$ 80,494	\$ 84,117	\$ 87,902
STEP 9	\$ 69,525	\$ 71,089	\$ 72,654	\$ 75,924	\$ 77,632	\$ 79,339	\$ 82,910	\$ 86,639	\$ 90,540
STEP 10	\$ 71,611	\$ 73,222	\$ 74,832	\$ 78,201	\$ 79,961	\$ 81,720	\$ 85,397	\$ 89,240	\$ 93,256
STEP 11	\$ 73,759	\$ 75,418	\$ 77,078	\$ 80,547	\$ 82,359	\$ 84,170	\$ 87,958	\$ 91,916	\$ 96,053
STEP 12	\$ 75,972	\$ 77,681	\$ 79,391	\$ 82,964	\$ 84,830	\$ 86,696	\$ 90,597	\$ 94,675	\$ 98,934
STEP 13	\$ 78,251	\$ 80,012	\$ 81,772	\$ 85,452	\$ 87,375	\$ 89,296	\$ 93,316	\$ 97,515	\$ 101,903
STEP 14	\$ 80,598	\$ 82,412	\$ 84,225	\$ 88,017	\$ 89,996	\$ 91,976	\$ 96,115	\$ 100,439	\$ 104,960
STEP 15	\$ 83,016	\$ 84,884	\$ 86,752	\$ 90,657	\$ 92,695	\$ 94,735	\$ 98,998	\$ 103,452	\$ 108,109
STEP 16	\$ 85,507	\$ 87,431	\$ 89,355	\$ 93,377	\$ 95,476	\$ 97,577	\$ 101,968	\$ 106,556	\$ 111,352
Step 17	\$ 88,072	\$ 90,054	\$ 92,035	\$ 96,178	\$ 98,341	\$ 100,504	\$ 105,027	\$ 109,752	\$ 114,693

**APPENDIX D-1**

CO-CURRICULAR /ADVISOR STIPENDS\*

High School

**\*All stipends are subject to annual appropriations**

	2025-2026	2026-2027	2027-2028
CLASS ADVISORS			
Freshman Advisor 1	\$1,003	\$1,023	\$1,034
Freshman Advisor 2	\$1,003	\$1,023	\$1,034
Sophomore Advisor 1	\$1,405	\$1,433	\$1,447
Sophomore Advisor 2	\$1,405	\$1,433	\$1,447
Junior Advisor 1	\$1,703	\$1,737	\$1,754
Junior Advisor 2	\$1,703	\$1,737	\$1,754
Senior Advisor 1	\$2,002	\$2,042	\$2,063
Senior Advisor 2	\$2,002	\$2,042	\$2,063
Graduation Advisor	\$1,565	\$1,596	\$1,612
ADVISORS/DIRECTORS			
Assembly Director	\$1,431	\$1,459	\$1,474
Bookstore	\$1,524	\$1,555	\$1,570
Forum Magazine SAF	\$1,689	\$1,723	\$1,740
Independent Study Coordinator	\$1,659	\$1,693	\$1,709
Debate Club	\$1,049	\$1,070	\$1,080
National Honor Society	\$2,100	\$2,142	\$2,164
NEASC Co-Chair	\$1,612	\$1,644	\$1,661
NEASC Co-Chair	\$1,612	\$1,644	\$1,661
Oakmonitor	\$2,483	\$2,533	\$2,558
Gender Sexuality Alliance	\$835	\$852	\$861
Oakmont TV	\$1,941	\$1,979	\$1,999
Peer Leadership	\$3,369	\$3,437	\$3,471
Peer Mediation (Title IV grant)	\$2,704	\$2,758	\$2,785
Photo Media	\$955	\$974	\$984
Publication Supervisor	\$1,876	\$1,913	\$1,932
Robotics	\$1,049	\$1,070	\$1,080
SADD	\$2,226	\$2,270	\$2,293
Student Accounts Fund	\$7,310	\$7,456	\$7,531
Student Council	\$4,951	\$5,050	\$5,101
Summer Reading Coordinator	\$835	\$852	\$861
Web Master	\$2,906	\$2,964	\$2,993
Yearbook	\$7,854	\$8,011	\$8,091
French National Honor Society	\$2,100	\$2,142	\$2,164

	2025-2026	2026-2027	2027-2028
CLUBS			
Art Club	\$ 1,496	\$ 1,525	\$ 1,541
Friends Club	\$ 1,153	\$ 1,176	\$ 1,187
Creative Writing Club	\$ 835	\$ 852	\$ 861
Oakmont Environmental Association	\$ 1,049	\$ 1,070	\$ 1,080
Hiking Club	\$ 1,049	\$ 1,070	\$ 1,080
Math Team	\$ 1,085	\$ 1,106	\$ 1,117
Science Club	\$ 763	\$ 778	\$ 786
Spanish Club	\$ 935	\$ 954	\$ 963
PERFORMING ARTS			
Concert Band	\$ 2,373	\$ 2,421	\$ 2,445
Dramatics	\$ 3,144	\$ 3,206	\$ 3,238
Evening at the Arts	\$ 835	\$ 852	\$ 861
High School Choir	\$ 2,071	\$ 2,113	\$ 2,134
Jazz Band	\$ 2,635	\$ 2,687	\$ 2,714
Select Choir	\$ 1,954	\$ 1,993	\$ 2,013
Spring Musical	\$ 3,154	\$ 3,217	\$ 3,249
MARCHING BAND			
Marching Band Director	\$ 6,464	\$ 6,594	\$ 6,660
Marching Band Instructor I	\$ 1,458	\$ 1,488	\$ 1,503
Marching Band Instructor 2	\$ 1,458	\$ 1,488	\$ 1,503
Marching Band Instructor 3	\$ 1,458	\$ 1,488	\$ 1,503
Winter Percussion Coordinator	\$ 2,000	\$ 2,040	\$ 2,060
Winter Percussion Instructor 1	\$ 1,000	\$ 1,020	\$ 1,030
Winter Percussion Instructor 2	\$ 1,000	\$ 1,020	\$ 1,030
Winter Percussion Instructor 3	\$ 1,000	\$ 1,020	\$ 1,030
Winter Guard Coordinator	\$ 2,000	\$ 2,040	\$ 2,060
Winter Guard Instructor 1	\$ 1,000	\$ 1,020	\$ 1,030
Winter Guard Instructor 1	\$ 1,000	\$ 1,020	\$ 1,030
Winter Guard Instructor 2	\$ 1,000	\$ 1,020	\$ 1,030
Winter Guard Instructor 3	\$ 1,000	\$ 1,020	\$ 1,030

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Note: Bargaining unit members will not be required to collect money for participation in sports or other similar after school programs. This prohibition does not include such things as collecting money for the occasional class trip.

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**APPENDIX D-2**

**CO-CURRICULAR/ADVISOR STIPENDS\***

**\*All stipends are subject to annual appropriations**

<b>Elementary</b>	2025-2026	2026-2027	2027-2028
Band Elementary School	\$1,950	\$1,989	\$2,009
Chorus (Elementary School)	\$1,950	\$1,989	\$2,009
Evening of the Arts	\$835	\$852	\$861
Jazz Band	\$1,950	\$1,989	\$2,009
Nature's Classroom Coordinator	\$1,030	\$1,051	\$1,061
Science Coordinator	\$1,135	\$1,158	\$1,169
Student Council	\$1,349	\$1,376	\$1,390
Web Master	\$2,906	\$2,964	\$2,993
<b>Middle School</b>	2025-2026	2026-2027	2027-2028
Band (Middle School)	\$1,950	\$1,989	\$2,009
Bookstore	\$1,523	\$1,554	\$1,569
Chorus (Middle School)	\$1,950	\$1,989	\$2,009
Drama 1	\$1,950	\$1,989	\$2,009
Drama2	\$1,950	\$1,989	\$2,009
Evening of the Alts	\$835	\$852	\$861
Fishing Club	\$1,154	\$1,177	\$1,188
Jazz Band	\$1,950	\$1,989	\$2,009
Peer Mediation (Title IV Grant)	\$2,704	\$2,758	\$2,785
Project Write	\$2,343	\$2,390	\$2,414
Quick Stop Cafe	\$1,114	\$1,137	\$1,148
Science Fair	\$972	\$992	\$1,002
Student Council 1	\$1,350	\$1,377	\$1,391
Student Council 2	\$1,350	\$1,377	\$1,391
Washington DC Trip Coordinator	\$2,060	\$2,101	\$2,122
Web Master	\$2,906	\$2,964	\$2,993
Yearbook	\$3,705	\$3,779	\$3,817

Note: Bargaining unit members will not be required to collect money for participation in sports or other similar after school programs. This prohibition does not include such things as collecting money for the occasional class trip.

**APPENDIX E**

**COACHING STIPENDS**

**All stipends subject to annual appropriation.**

BOYS	2025-2026	2026-2027	2027-2028
Varsity Baseball	\$5,849	\$5,966	\$6,026
JV Baseball	\$4,094	\$4,176	\$4,218
MS Baseball	\$3,690	\$3,764	\$3,802
Varsity Lacrosse	\$5,849	\$5,966	\$6,026
JV Lacrosse	\$4,094	\$4,176	\$4,218
Varsity Basketball	\$7,818	\$7,974	\$8,054
JV Basketball	\$5,471	\$5,581	\$5,637
FR Basketball	\$3,910	\$3,988	\$4,028
MS Basketball	\$3,910	\$3,988	\$4,028
Varsity Football	\$8,634	\$8,807	\$8,895
Football Assist.	\$6,043	\$6,164	\$6,226
JV Football	\$5,152	\$5,255	\$5,308
FR Football 1	\$4,317	\$4,403	\$4,447
FR Football 2	\$4,317	\$4,403	\$4,447
Varsity Soccer	\$5,849	\$5,966	\$6,026
JV Soccer	\$4,094	\$4,176	\$4,218
MS Soccer	\$3,690	\$3,764	\$3,802
Tennis	\$4,317	\$4,403	\$4,447
Track and Field	\$5,849	\$5,966	\$6,026
Track Assist.	\$4,094	\$4,176	\$4,218

GIRLS	2025-2026	2026-2027	2027-2028
Varsity Basketball	\$7,818	\$7,974	\$8,054
JV Basketball	\$5,471	\$5,581	\$5,637
FR Basketball	\$3,910	\$3,988	\$4,028
MS Basketball	\$3,910	\$3,988	\$4,028
Cheering – Fall	\$5,849	\$5,966	\$6,026
Cheering - Winter	\$5,849	\$5,966	\$6,026
Cheering - MS	\$835	\$852	\$861
Varsity Lacrosse	\$5,849	\$5,966	\$6,026
JV Lacrosse	\$4,094	\$4,176	\$4,218
Field Hockey	\$5,849	\$5,966	\$6,026
JV Field Hockey	\$4,094	\$4,176	\$4,218
MS Field Hockey	\$3,690	\$3,764	\$3,802
Varsity Soccer	\$5,849	\$5,966	\$6,026
JV Soccer	\$4,094	\$4,176	\$4,218
MS Soccer	\$3,690	\$3,764	\$3,802
Varsity Softball	\$5,849	\$5,966	\$6,026
JV Softball	\$4,094	\$4,176	\$4,218
MS Softball	\$3,690	\$3,764	\$3,802
Tennis	\$4,317	\$4,403	\$4,447
Track and Field	\$5,849	\$5,966	\$6,026

COED			
MS Track	\$3,690	\$3,764	\$3,802
MS Track Assist.	\$1,846	\$1,883	\$1,902
MS X-Country	\$3,690	\$3,764	\$3,802
MS X-Country-Asst	\$1,846	\$1,883	\$1,902
Golf	\$5,849	\$5,966	\$6,026
Ice Hockey	\$7,376	\$7,523	\$7,599
JV Ice Hockey	\$5,152	\$5,255	\$5,308
X-Country	\$5,849	\$5,966	\$6,026
X-Country Assist	\$4,094	\$4,176	\$4,218
Indoor Track	\$5,849	\$5,966	\$6,026
Indoor Track Assist	\$4,094	\$4,176	\$4,218

Athletic Director	\$ 15,973	\$ 15,973	\$ 15,973
Asst. Athletic Dir.	\$ 5,420	\$ 5,420	\$ 5,420

Note: Bargaining unit members will not be required to collect money for participation in sports or other similar after school programs. This prohibition does not include such things as collecting money for the occasional class trip.

**APPENDIX D-3**

**Co-Curricular Activity Proposal or Change Form**

Co-Curricular Activity Name:		Advisor Name:	
Pilot Status: ___ Year 1 ___ Year 2 ___ Existing Club		Date Submitted:	
Proposed/Revised Stipend Amount:		Dates of Pilot:	
Proposed # of Meetings/Events:		Proposed Meeting Dates:	
Co-Activity Club Description: (attach additional sheets if necessary)			
Student Sponsor: (if applicable)		Are Signatures attached? (Y1 only) ___Y ___N	Is Attendance attached? (Y2 only) ___Y ___N
<b>Does this club/activity require/include:</b>			
Overnight Trips? ___Y ___N # of trips _____			
Performance or competition? ___Y ___N # of competitions _____			
Weekend participation? ___Y ___N # of weekends _____			
<b><i>*Overnight or out of state trips require AWRSD School Committee Approval</i></b>			
Approved by Principal _____ Date: _____			
Approved by Superintendent _____ Date: _____			
At the conclusion of the pilot the advisor will provide all of the relevant data for this co-curricular activity to the Principal for Stipend determination. This includes but is not limited to the following:			
~ Attendance and Membership Data			
~ Meeting Times and Durations; Calendar(s)			
~ Documentation of performances, competitions, and/or travel/trips			
~ Student work products, performances, videos, photographs, reflections, etc.			
~ Administrative time/Prep time			

**APPENDIX E**

**COORDINATOR STIPENDS\***  
All stipends are subject to annual appropriation.

**Elementary Curriculum Team Lead**

2025-2026:	\$1,800
2026-2027:	\$1,836
2027-2028:	\$1,854

**Middle School Team Coordinators**

(one per academic team, six in total)	2025-2026:	\$3,493
	2026-2027:	\$3,493
	2027-2028:	\$3,493

**Middle School Enrichment Team Coordinator**

(one in total)	2025-2026:	\$3,493
	2026-2027:	\$3,493
	2027-2028:	\$3,493

**Middle School Special Education Team Coordinator**

(one in total)	2025-2026:	\$3,493
	2026-2027:	\$3,493
	2027-2028:	\$3,493

**Middle School Teacher Liaisons**

2025-2026:	\$1,800
2026-2027:	\$1,836
2027-2085:	\$1,854

**High School Department Coordinators**

2025-2026:	\$4,150
2026-2027:	\$4,234
2027-2028:	\$4,276

English, Math, Business Education, Science, Technology Education, Social Studies, Foreign Language, Health/Fitness, Visual/Performing Arts, and Special Education

**High School Counseling Department**

(one in total)	2025-2026:	\$4,150
	2026-2027:	\$4,234
	2027-2028:	\$4,276

**Curriculum Coordinators**

(one in total)	2025-2026:	\$6,596
	2026-2027:	\$6,596
	2027-2025:	\$6,596

## APPENDIX G

### HEALTH INSURANCE REIMBURSEMENT ACCOUNT

#### GENERAL STATEMENT

A reimbursement account of \$5,000.00 has been established for MRI, CAT, PET scans, cardiac nuclear imaging, ultrasounds and emergency room visits. In order to manage the account, it was decided to reimburse *all* MRI, CAT, PET scans, cardiac nuclear imaging and ultrasounds first. Itemized receipts will be totaled for all MRI, CAT, PET scans, cardiac nuclear imaging and ultrasounds. This total amount will be subtracted from the \$5,000.00, and reimbursements will then be made. Itemized receipts will then be totaled for emergency room visits. This total amount will be subtracted from the remainder of the \$5,000.00 account and reimbursements will then be made for emergency room visits. All itemized receipts, listing services rendered and indicating proof of payment for the services, must be submitted to the Central Office and the Association treasurer, or the Association designee, by June 30 of that school year.

#### REIMBURSEMENT PROCESS

1. A receipt of payment that lists the services rendered and indicates proof of payment, must be submitted to the Central Office and the Association treasurer by June 30 of that school year.
2. MRI, CAT, PET scan, cardiac nuclear imaging and ultrasounds receipts will be totaled.
3. If the total amount for the stated incidents is less than five thousand dollars (\$5,000), each incident will be reimbursed to the full one-hundred dollars (\$100.00) amount.
4. In the event the receipt total is more than five-thousand dollars (\$5,000), the total fund will be divided equally per incident, and reimbursement for scans will be made in equal amounts.
5. If there is a remaining balance in the account, emergency room receipts will then be totaled.
6. Each emergency room incident will then be reimbursed to the full one-hundred dollars (\$100.00) amount if the balance of the \$5,000.00 account allows.
7. If the remaining balance does not allow equal payments of \$100.00 for emergency room visits, the remaining fund total will be divided equally per emergency room incident, and reimbursements for emergency room visits will be made in equal amounts.
8. Reimbursement for any incident is not to exceed one-hundred dollars (\$100.00).
9. Reimbursements to Association members will be made by the Central Office on or before July 30 of that school year.

## APPENDIX H

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

An educator who has worked for the Ashburnham-Westminster School District for at least twelve (12) months is eligible to take up to twelve (12) work weeks of job-protected leave in a twelve (12) month period for specified family and medical reasons, with continuation of group health insurance coverage under the same terms and conditions as if the educator had not taken leave.

- 1. The birth of a child and to bond with the newborn child within one year of birth.** An educator's entitlement to FMLA leave for birth and bonding expires twelve (12) months after the date of birth. Both mothers and fathers have the same right to take FMLA leave for the birth of a child. The Committee may not request a certification for leave to bond with a newborn child.
- 2. The placement with the educator of a child for adoption or foster care and to bond with the newly placed child within one year of placement.** FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the educator may be entitled to FMLA leave to attend counseling sessions, appear in court, consult with their attorney or the birth parent's representative, submit to physical examination, or travel to another country to complete an adoption before the actual date of the placement. An educator's entitlement to FMLA leave for the placement of a child for adoption or foster care expires twelve (12) months after the placement. The Committee may not request a certification for leave to bond with a child placed for adoption or foster care.
- 3. A serious health condition that makes the educator unable to perform the functions of their job.** An employee is "unable to perform the functions of the position" where the health care provider finds the educator is unable to work at all, or is unable to perform any one of the essential functions of the educator's position. An educator who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. The Committee may require the educator to submit a certification from a health care provider to support the educator's need for FMLA leave for the educator's own serious health condition. The educator may voluntarily use their accrued sick leave concurrently with the FMLA leave.
- 4. To care for the educator's spouse, son, daughter, or parent who has a serious health condition.** An educator must be needed to provide care for his or her spouse, son, daughter, or parent because of the family member's serious health condition in order for the educator to take FMLA leave. An educator may be needed to provide care to the family member, for example when the family member is unable to care for their own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor; or to provide psychological comfort and reassurance to the family member with a serious health condition. The Committee may require the educator to submit a certification from a health care provider to support the educator's need for FMLA leave to care for a covered family member with a serious health condition. The educator may voluntarily use their accrued sick leave concurrently with the FMLA leave.
- 5. Any qualifying exigency arising out of the fact that the educator's spouse, son, daughter, or parent is a military member on covered active duty.** Qualifying exigencies are situations arising from the military deployment of an educator's spouse, son, daughter, or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member of Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to are of the parent of the military member while the military member is on covered active duty. An employee may take qualifying exigency leave for the

deployment of a son or daughter of any age.

6. The Committee uses a "rolling" twelve (12) month period measured backward. Under the "rolling" twelve (12) month period, each time an educator takes FMLA leave, the remaining leave entitlement would be the balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
7. An educator is entitled to up to twelve (12) workweeks of FMLA leave. The educator's actual workweek is the basis for determining the employee's FMLA leave entitlement. Only the amount of leave actually taken may be counted against an educator's FMLA leave entitlement. Where an employee takes FMLA leave for less than a full workweek, the amount of FMLA leave used is determined as a proportion of the educator's actual workweek. Time that an educator is not scheduled to report for work may not be counted as FMLA leave. Weeks that do not count against the educator's FMLA leave include any full weeks that school is not in session (summer break, holiday break, winter break, spring break). When a holiday falls during a week in which an educator is taking a full week of FMLA leave, the entire week is counted as FMLA leave.
8. The conditions stipulated above are subject to amendment, modification, or revisions as prescribed by statute.