

***AYER SHIRLEY REGIONAL SCHOOL  
COMMITTEE***

**&**

***AYER SHIRLEY REGIONAL EDUCATION  
ASSOCIATION, INC.***

**2019 - 2022**

**Effective September 1, 2019**



**TABLE OF CONTENTS**

AGREEMENT .....4

PREAMBLE .....4

ARTICLE I RECOGNITION .....4

ARTICLE II RIGHTS OF ASSOCIATION-DEDUCTIONS .....5

ARTICLE III RIGHTS OF DISTRICT AND COMMITTEE .....6

ARTICLE IV GRIEVANCES .....7

ARTICLE V ARBITRATION .....9

ARTICLE VI NON-TEACHING DUTIES .....10

ARTICLE VII STRIKES, WORK STOPPAGES, ETC. ....12

ARTICLE VIII REDUCTION IN FORCE .....13

ARTICLE IX TEACHING ASSIGNMENTS AND TRANSFERS .....14

ARTICLE X SHARED TEACHING POSITIONS .....15

ARTICLE XI PROMOTIONS-VACANCIES .....16

ARTICLE XII TEACHER EVALUATION .....17

ARTICLE XIII USE OF SCHOOL FACILITIES .....17

ARTICLE XIV TEACHERS’ SAFETY AND LEGAL ASSISTANCE .....18

ARTICLE XV SICK LEAVE .....18

ARTICLE XVI WORKER’S COMPENSATION .....19

ARTICLE XVII PERSONAL LEAVE .....20

ARTICLE XVIII BEREAVEMENT LEAVE.....20

ARTICLE XIX PROFESSIONAL LEAVE .....21

ARTICLE XX SABBATICAL LEAVE .....21

ARTICLE XXI MILITARY LEAVE AND JURY DUTY .....22

ARTICLE XXII EXCHANGE TEACHER .....23

ARTICLE XXIII FAMILY MEDICAL LEAVE/PATERNAL LEAVE CHILD REARING LEAVE.....24

ARTICLE XXIV DELEGATES’ LEAVE .....26

ARTICLE XXV RELIGIOUS LEAVE.....26

ARTICLE XXVI OTHER LEAVE.....27

ARTICLE XXVII LEAVE RESTRICTIONS .....27

ARTICLE XXVIII INSURANCE .....28

ARTICLE XXIX SCHOOL CALENDAR-PROFESSIONAL RESPONSIBILITIES .....28

ARTICLE XXX COMPENSATION .....30

ARTICLE XXXI CURRICULUM DEVELOPMENT .....	33
ARTICLE XXXII MENTORING PROGRAM .....	34
ARTICLE XXXIII SEPARABILITY AND SAVINGS .....	35
ARTICLE XXXIV DURATION-NEGOTIATION PROCEDURES .....	36
ARTICLE XXXV SALARY COMPUTATION 2019 - 2022.....	36
SCHEDULE A TEACHERS’ SALARY SCHEDULE .....	38
SCHEDULE C EXTRACURRICULAR POSITIONS .....	42
SCHEDULE C RATES 2019 – 2022.....	43
WITNESS PAGE .....	45
APPENDIX A EDUCATOR EVALUATION AGREEMENT .....	46

**AGREEMENT**

This AGREEMENT is made and entered into by and between the Ayer Shirley Regional School Committee (hereinafter referred to as the “Committee”) and the Ayer Shirley Regional Education

Association, Inc. (hereinafter referred to as the " Association").

## **PREAMBLE**

In entering into this Collective Bargaining Agreement, it has been the intention of the parties to establish harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improving educational opportunities for the students enrolled in the Ayer Shirley Regional School District (hereinafter "the District").

The parties acknowledge that the District has complete authority, except as modified by this Agreement, over the policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will continue to provide the teachers with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the District with a goal of assisting in solving the growing problems inherent in the advancement of education.

## **ARTICLE I RECOGNITION**

### *Section 1*

For purposes of collective bargaining on matters pertaining to wages, hours, and conditions of employment, the School Committee recognizes the Ayer Shirley Regional Education Association, Inc., as the exclusive bargaining agent and representative of all appropriately licensed full-time and part-time teachers, guidance counselors, occupational therapists, speech therapists, nurses, school psychologists (included as of September 1, 2016), and librarians who are employed by the Ayer Shirley Regional School District, but excluding the following: all administrators, supervisors, department heads, by whatever title they are known and regardless of whether they may also teach; all per diem substitute teachers and nurses; therapists who provide contracted services; tutors; and all other employees of the Ayer Shirley Regional School District. The only terms of the eventual Collective Bargaining Agreement that will apply to coaches and advisors of extracurricular activities will be the wage scales that appear in appendices to the agreement. Nurses, except for substitute nurses, will be included in the bargaining unit, but will only be covered by those portions of the eventual Collective Bargaining Agreement that the School Committee agrees will be applied to nurses. Unless otherwise indicated, the employees of the above unit will be referred to as "teachers" and reference to teachers will include both male and female.

*Section 2*

The Committee agrees not to negotiate with any teachers' organization, teacher, or group of teachers, other than that designated as the exclusive bargaining agent pursuant to Chapter 150E with regard to wages, hours, and conditions of employment of teachers covered by this Agreement.

*Section 3*

The District and Association agree that no religious or political activities (or lack thereof) by a teacher outside of school property will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

*Section 4*

This Agreement is a complete agreement between the parties for the term hereof covering all mandatory subjects of bargaining. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to negotiate with the Association any modifications or additions to this Agreement which are to be effective during the term thereof.

In the event any changes are mutually agreed to between the Committee and the Association, on a voluntary basis, they will be reduced to writing, signed by the Committee and the Association representative, and become an addendum to this Agreement.

**ARTICLE II RIGHTS OF ASSOCIATION - DEDUCTIONS**

*Section 1*

There shall be no discrimination, interference, restraint, or coercion by the District, the Association, or their respective agents against any teacher because of membership or non- membership in the Association.

The services of the Association in the capacity of bargaining agent will be available to all professional employees in the Unit covered by this Agreement who are eligible for membership. Although membership in the Association is encouraged, no professional employee shall be required to join the Association to obtain such services.

*Section 2*

The District agrees that, in accordance with the provision of Chapter 180, Section 17C of the General Laws of Massachusetts, it will request the District Treasurer to deduct membership dues from the salaries of its teachers who have voluntarily submitted a written authorization in the form currently in use in the School District.

Dues will be deducted in eighteen (18) equal payments beginning with the first check in October.

The amount so deducted will be remitted in accordance with such authorization to the Association for disbursement to the respective organizations, provided that the District shall be under no obligation to make such deductions after the receipt of a revocation from the individual teacher, in accordance with the terms thereof.

The District will incur no liability for loss of dues moneys after properly depositing the same addressed to the Association in the United States mail.

*Section 3*

The Association will certify to the District in writing its rate of membership dues for the year prior to September 15.

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

*Section 4*

In accordance with the provisions of G.L. Chapter 71, Section 37B, the District Treasurer will make payroll deductions for those teachers who so authorize the deduction from their paycheck and the payments of the deducted amounts into an appropriate tax sheltered investment authorized under section 403(b) of the Internal Revenue Code.

**ARTICLE III RIGHTS OF DISTRICT AND COMMITTEE**

*Section 1*

The District is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Ayer and Shirley charged with responsibility for the quality of education in and the efficient and economical operation of the District's schools, it is acknowledged that the Committee has the final responsibility for establishing the education policies of the District.

*Section 2*

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

*Section 3*

As to every matter not expressly covered by this Agreement, and except as directly modified by a specific provision of this Agreement, the Committee and the District retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding. Nothing that occurred prior to July 1, 2011, will be regarded as a past practice that will bind the Committee or the District.

**ARTICLE IV GRIEVANCES**

*Section 1*

For the purposes of this Agreement, a grievance shall be defined as an alleged violation of a specific provision of this Agreement.

*Section 2*

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

*Section 3*

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

*Section 4*

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level 1 and to state its views. If the teacher so chooses, a representative of the Association may be present at Level 1.

*Section 5*

Any party in interest (i.e., the person or persons, including the Association, making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim) may be represented at all stages of the grievance procedure by a person of the teacher's own choosing, except that the teacher may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is

not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level 1. A class action grievance (defined as a grievance which affects a group or class of employees) may be filed directly at Level 2 of the grievance procedure.

#### *Section 6*

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that any matter in the process of being grieved at the time this Agreement is signed shall continue to be processed and settled in conformity with the procedures and terms of the previous Agreement.

#### *Section 7*

If, at the end of ten (10) school days following the occurrence of any grievance, the grievance shall not have been presented in writing at Level One set forth below, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have taken place within the time specified therefore in this Article.

#### *Section 8*

The Association, through its officers, may initiate action on behalf of a group of grievants.

#### *Section 9*

No reprisals of any kind will be taken by the Superintendent or by any member of the administration against any party of interest, any school representative, or any other participants in a grievance by reason of such participation.

#### *Section 10*

Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below.

Level 1: The teacher/Association shall present the grievance in writing during the teacher's non-teaching hours to the teacher's school principal. The grievance shall explicitly cite the section(s) of the Agreement alleged to have been violated as well as a description of how the section allegedly was violated. The principal shall give an answer in writing within five (5) school days. If the grievance is not satisfactorily settled at this step, it may

Level 2: Be appealed in writing by the teacher/Association within five (5) school days after receipt of the principal's answer and be presented to the Superintendent of Schools. The Superintendent and/or the Superintendent's designee and the teacher/Association, and if the teacher so elects, the president of the Association and/or the president's designee, shall meet to discuss the grievance within five (5) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. In the event the Superintendent (or the Committee) elects to hold a grievance session during working hours, the grievance or parties in interest (including witnesses or representatives) will not have any pay deducted for time spent during school hours. The Superintendent or the Superintendent's designated representative shall give a written answer to the grievance within five (5) school days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Level 3: Be appealed in writing within five (5) school days after receipt of the written answer of the Superintendent by the teacher/Association to the Committee. The Committee or its designated

representatives and the teacher, and if the teacher so elects, representatives of the Grievance Committee shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days, at a time mutually agreed upon between the Chairperson of the Committee and the President of the Association. If any person or persons are to represent the teacher at this meeting, the Committee and the Association will be notified within twenty-four (24) hours before the meeting of the names and titles of such persons. The Committee or its designated representatives shall elect whether this discussion shall take place during working hours. If the Committee plans to have counsel or a representative present, it will so notify the Chairperson of the Grievance Committee within twenty-four (24) hours of the hearing. The Committee will give its written answer to the grievance within five (5) school days following the conclusion of the meeting, or within five (5) school days of the next Committee meeting that follows the grievance meeting. If no satisfactory settlement of the grievance is made, it may

Level 4: Be appealed to arbitration by filing notice of such appeal with the American Arbitration Association within ten (10) school days after the receipt of the written answer under Level 3. No matter will be referred to arbitration without the approval of the Association. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V (Arbitration).

### *Section 11*

A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the principal, the Superintendent, or the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

During the summer months, the term “school days” shall be interpreted to mean business days.

A grievance that pertains to the discipline, dismissal, assignment or evaluation of a teacher cannot be processed to the School Committee at Level 3. If the Association desires to appeal the Superintendent’s decision on a grievance pertaining to such matters, the Association’s recourse is to file for arbitration under Article V.

### *Section 12*

The District will, upon request, provide the Association with the approved minutes of Committee meetings together with any public documents (other than those utilized in Executive Session), which may be necessary for the Association to process grievances under this Agreement.

## **ARTICLE V ARBITRATION**

### *Section 1*

In the event that the Association elects to appeal a grievance to arbitration as provided in Article IV, Section 8, Level 4, during the term of this Agreement, the matter shall be submitted to the American Arbitration Association for disposition in accordance with the applicable rules of the said American Arbitration Association, or to some other mutually acceptable arbitration board.

### *Section 2*

Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case.

The fees and expenses (if any) of the arbitrator shall be shared equally by the parties, provided that the

obligation of the District to pay shall be limited to the obligation which the District can legally undertake in that connection.

In no event shall any present or future member of the District have any personal obligation for any payment under any provision of this Agreement.

*Section 3*

The Arbitrator shall hold hearings promptly at a time mutually agreeable to the parties, unless the time shall be extended by mutual agreement, shall issue an award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived and briefs submitted, from the date of submission to the Arbitrator of the final statement and briefs. The Arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning and conclusions. The Arbitrator shall be without power to make any award, which requires the Commission of an act prohibited by law or which is inconsistent with any provisions of this Agreement.

*Section 4*

The Arbitrator shall arrive at a decision solely upon the facts, evidence and contentions as presented to the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and in reaching a decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words herein and the principle that there are no restrictions intended upon the rights and authority of the District other than those expressly set forth herein. Subject to the foregoing, the decision of the Arbitrator shall be final and binding upon the parties.

*Section 5*

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

*Section 6*

In the event that the Arbitrator chosen by the parties pursuant to Section 1 is unable or declines to serve, and if the District and the Association cannot agree upon one of the other named Arbitrators, then the Arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association and shall be governed by the procedures set forth above.

## **ARTICLE VI NON-TEACHING DUTIES**

*Section 1*

The District and the Association acknowledge that a teacher's primary responsibility is to teach and the teacher's energy should, to the extent possible, be utilized to this end. The Administration shall strive to organize the school day to maximize academic learning time for students while providing a safe and orderly environment for students and staff.

*Section 2*

A. Pupils may be dismissed early on a number of days to be determined by the Administration. Teachers will remain on duty until the end of their normal workday on such days. Release time hereby provided will be utilized for parent-teacher conferences or for other professional purposes.

B. Teacher time:

(1) All full-time teachers will be on site for seven continuous hours of work each day that school is in session. The starting and ending times will be subject to meeting student learning needs which will be in compliance with state requirements. The work day for teachers will begin twenty (20) minutes prior to the regular starting time for students, and will end ten (10) minutes after the regular student dismissal time.

The Committee, through its agents, agrees to provide a duty-free lunch period, as well as an amount of preparation time as follows. At the elementary and middle schools; the average preparation time per day will be equal to each school's regular period of instruction, but no less than an average of forty-five (45) minutes per day. At the high school, preparation time will be as described in Section B(3) below. Preparation time should be used for instructional planning (individual or team), to plan and prepare class activities, correct student work, meet with parents/guardians, assist students, and attend meetings addressing the needs of the students or academic programs.

This Section shall not relieve a teacher of the obligations imposed by Section B (3) herein.

(2) Teachers, other than new teachers, will not be required to report for duty prior to the time specified in Article XXIX, Section 1. Teachers in their first year in the District will be required to attend the New Teacher Orientation in August.

(3) All elementary and middle school teachers will perform thirty minutes of duties per week. Assigned duties may be divided into multiple shorter increments at the discretion of the Administration. Such duties shall include lunch duty, homeroom duty, recess, hall duty, breakfast duty, bus duty, tours, and such other special duties as necessary.

It is the intent of this Agreement that a teacher at the elementary or middle school who is required to attend an IEP meeting during his/her preparation period will not be required to perform a duty that same day. The teacher should first attempt to switch duties with another teacher. If the teacher is unable to switch the duty after making reasonable effort to do so, then he/she should notify the principal, who will reassign the duty or provide alternative coverage.

B (3) So long as the current high school schedule is in effect, each 79-minute period that a teacher is not assigned to teach will be divided into 49 minutes of preparation time and 30 minutes of duty/PLC time. It is understood that, while teachers will average one such period per day, due to scheduling constraints there may be days where a teacher is assigned no such periods, and days where a teacher is assigned two such periods. However, over a 10-day period, teachers will receive 490 minutes of preparation time, 155 minutes of duty time, and 145 minutes of PLC time.

Duties at the high school shall include hallway duty, bathroom duty, library duty, cafeteria duty, and bus duty, and small group testing coverage. Other duties may be negotiated from time-to-time between the Association and the Committee.

Attendance at an IEP or 504 meeting by high school teachers shall be considered PLC time; however, this shall not preclude teachers from being required to attend IEP or 504 meetings during their preparation time. A teacher who is required to attend such a meeting during the teacher's preparation time will be permitted to utilize an equal amount of scheduled PLC time for purposes of preparation.

The provisions of the previous three paragraphs will be in effect for the 2019-2020 school year. Beginning in March, 2020, a subcommittee made up of 3 representatives appointed by the Association and 3 appointed by the Superintendent shall meet to review and assess the preparation, duty, and PLC

schedule at the high school. The subcommittee may make recommendations for changes to these provisions, by majority vote. To the extent that any such recommendations would change the terms of the contract, they will be subject to ratification by the School Committee and the Association prior to implementation.

C. All non-teaching duties will be distributed on an equitable basis within each school.

*Section 3*

Teachers will not be required to maintain the attendance register.

**ARTICLE VII STRIKES, WORK STOPPAGES, ETC.**

*Section 1*

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, condone, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, demonstration of any kind or other illegal activities directed against the District.

*Section 2*

If the Association disclaims such activities publicly, and in writing to the Superintendent, and advises the individuals concerned that the activity is illegal and in violation of this Agreement and instructs them to cease such activities, it will not be liable in any way therefore.

*Section 3*

Teachers who participate in any such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided that an issue of facts as to whether an individual engaged in such activities may be made the subject of the grievance or arbitration procedure.

*Section 4*

In connection with any negotiations for a successor agreement held pursuant to Article XXXIV, said negotiation shall be conducted without the threat of sanctions or strikes or other public pressure by either party and any outstanding differences shall be referred to mediation, fact finding or other statutory impasse procedures provided by law.

**ARTICLE VIII REDUCTION IN FORCE**

A. Pursuant to G.L. Chapter 71, Section 42, in the event a decrease in the number of pupils, or financial and budgetary considerations in the schools, or a reorganization of educational programs, renders advisable the dismissal of one or more teachers, a teacher with Professional Teacher Status under G.L. Chapter 71, Section 41, shall not be dismissed if there is a teacher who does not have Professional Teacher Status whose position the teacher with Professional Teacher Status is qualified to fill. See side letter on Chapter 71, Section 42 as revised by the legislation effective September 1, 2016.

B. (1) If a group of teachers within a department or classification has identical length of service, then lots will be drawn among said teachers to determine seniority. Placement of additional person(s) into an already existing, identical seniority grouping, due to transfers from one department or classification to

another, will be made by having the additional person(s) added to the bottom of the already existing seniority grouping.

(2) For teachers who were employed in the Shirley Public Schools or the Ayer Public Schools and who were immediately thereafter employed in the Ayer Shirley Regional School District, seniority will be defined as the number of years, months and days of continuous service in the Shirley, Ayer, and Regional School systems combined. For all other teachers, seniority will be defined as the number of years, months, and days of continuous service in the Ayer Shirley Regional School District. Paid leaves of absence will be credited for purposes of seniority. Unpaid leaves of absence will not be credited for purposes of seniority but will not break the continuity of service. If a member of the bargaining unit leaves the unit to serve in a non-bargaining unit position within the District, time in the non-bargaining unit position will not be credited for purposes of seniority but will not break the continuity of service. If said individual returns to the bargaining unit, he/she will retain only that seniority credit that he/she had when he/she left the bargaining unit. Part-time service and/or partial year service will be prorated for seniority purposes.

(3) On October 15 of each school year, the Superintendent shall forward to the Association a current seniority list. Should the Association choose to challenge the accuracy of any seniority list submitted under this Agreement, written notice detailing the challenge shall be sent to the Superintendent within twenty (20) school days of receipt of the seniority list. Within -ten (10) school days of receipt of the challenge, the Association's representative shall meet with the Superintendent to resolve the challenge. If the parties are unable to resolve the challenge, the matter shall be immediately submitted to arbitration in accordance with Article V of the Agreement. Challenges to the makeup of the subsequent seniority lists may be made only to the extent of the change, if any, from the preceding seniority list. The rest of this Article below will apply only to teachers with Professional Teacher Status.

(4) Teachers with Professional Teacher Status shall appear on the seniority list in only one department and/or classification. If a teacher teaches in more than one department and/or classification, the teacher will be placed on the seniority list in the department and/or classification in which the majority of teaching time is spent.

(5) If a reduction in teaching staff results in the layoff of a teacher with Professional Teacher Status, the order of layoff shall be on a departmental or classification basis. The teacher currently in that department or classification with the least seniority shall be the first to be laid off, provided that the performance (as reflected in evaluations), training, and subject area teaching experience of the senior teacher is at least equal to the teacher to be laid off. A displaced teacher with Professional Teacher Status shall have the right to replace any teacher with Professional Teacher Status with less system wide seniority holding a position for which the senior teacher with Professional Teacher Status is certified, provided that performance, training, and subject area teaching experience of the senior teacher with Professional Teacher Status are at least equal to that of the junior teacher with Professional Teacher Status in the position.

(6) Teachers who are reduced from full to part-time status will be paid on a pro-rata basis.

(7) Each department or classification listed below shall constitute a separate unit for purposes of layoff:

Art, Librarian, Social Studies, Computer Technology, Mathematics, Special Education, Elementary (PreK-6), Music, World Language, English, Nurses, Occupational Therapists, EL, Physical Education/Health, Speech Therapists, School Counselor, Science, School Psychologist.

C. Teachers with Professional Teacher Status who have been laid off shall be entitled to recall rights to

positions which they had previously performed in the District for a period of one (1) year from the September 1 following the effective date of their respective layoffs, or fourteen (14) months after the effective date of the layoff. During the recall period, employees shall be notified by certified mail to their last address of record, and given the aforesaid positions over the other applicants for vacancies as they occur in the inverse order of their respective layoff and all benefits to which an employee was entitled at the time of the layoff shall be restored in full upon reemployment within the recall period. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept the position. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. During the recall period teachers who have been laid off shall be given preference on the substitute list at the rate of pay applicable thereto if they so desire.

## **ARTICLE IX TEACHING ASSIGNMENTS AND TRANSFERS**

### *Section 1 - General*

A. Each teacher within the District will be provided with a hard copy of this Agreement and will receive an annual statement setting forth compensation due in accordance with the schedule included in the Collective Bargaining Agreement.

B. Teachers (other than newly appointed teachers) will be notified of any change of programs from the prior school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than August 1.

C. In order to ensure that pupils are taught by teachers working in their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching licenses.

D. Unless the needs of the system call for changes, changes in grade assignment in the elementary schools, grade/subject assignments in the middle school and subject assignment in the high school, will be voluntary.

E. Teacher assignments will be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation, or marital status.

### *Section 2 - Involuntary Transfers*

A. When involuntary transfers of teachers from one school, grade level, and/or subject area to another are necessary, a list of teachers who have filed a statement of desire to transfer pursuant to Section 3 will be reviewed. Volunteers will be transferred first, provided said transfer serves the best interest of the District and its students, as determined by the Superintendent.

B. When there are no volunteers, a teacher's area of licensure and prior teaching experience, quality of performance, educational background and length of service in the Ayer Shirley Regional School District will be considered in determining which teacher(s) will be transferred. The final decision will be based on the best interest of the District and its students. Teachers being involuntarily transferred will be transferred to comparable positions as far as reasonably possible.

C. An involuntary transfer from one school to another will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his/her designee) will

meet the Association's representative to discuss the transfer.

### *Section 3 - Voluntary Transfers*

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1, or within five (5) school days of a new posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which the teacher wishes to be transferred.

B. Prior to July 1, when a position for the upcoming school year opens, it will be posted internally for a period of five (5) school days prior to external posting. Teachers interested in applying for a transfer to the available position will submit a letter of interest within five (5) school days of the internal posting. Transfer applicants will be considered based on qualifications and performance. Notification of a candidate's status will be given before beginning interviews with outside candidates. If letters of interest are submitted after five (5) school days, teachers may be considered as part of the general applicant pool.

## **ARTICLE X SHARED TEACHING POSITIONS**

### *Section 1*

Two (2) teachers may volunteer to be employed to fill a single position on a shared basis. Interested teachers will submit a proposal by March 15 of the prior school year. The proposed plan will be subject to the approval of the principal and the Superintendent. Seeking a shared teaching position will not jeopardize one's teaching position. Teachers are to be notified regarding the status of their proposal by April 15.

### *Section 2*

Shared teaching positions will be in effect for one (1) year only. Shared employment may be renewed on a year-to-year basis if it is satisfactory to the teachers, principal and Superintendent. Otherwise, teachers will be returned to former full-time status.

### *Section 3*

Teachers with Professional Teacher Status who enter a shared teaching position shall retain their professional status.

### *Section 4*

Teachers in shared positions will be credited with prorated service on the seniority list and will be subject to reduction in force with all the teachers, according to Article VIII.

### *Section 5*

Each teacher will receive half of the salary due him/her as listed in the salary schedule.

### *Section 6*

The individuals combined shall be eligible for leave benefits (for example, sick leave, personal leave, etc.,) on a pro rata basis.

### *Section 7*

None of the provisions of this Article shall be subject to the grievance and arbitration provisions of the Agreement.

## **ARTICLE XI PROMOTIONS – VACANCIES**

### *Section 1*

For purposes of this Article, a "promotional position" is defined as an administrative or leadership position over and above that of a classroom teacher.

All vacant promotional positions shall be publicized by a notice posted during the school year in every school building for ten (10) school days in advance of filling such vacancy, although the position may, in the meantime, be temporarily filled. Staff shall be notified of available promotional positions by e-mail. Such notice shall clearly set forth the specific qualifications and compensation for the position and the date by which applications shall be filed with the Superintendent.

During the months of July and August, copies of such notice will be sent to the president of the Association or the president's designee. The posting will also be prominent on the District website. Staff will also be notified of available positions by email.

The filling of such promotional positions is, by law, the sole responsibility of the Superintendent or, where appropriate, the principal.

Notification of all promotional positions vacant on May 1 for a subsequent school year shall be publicized on that date in the manner prescribed by Paragraph 2 of this Section. All positions that become available between May 1 and the end of the school year shall be posted as they become available.

### *Section 2*

The filling of such promotional positions shall be based upon the Superintendent's and, where appropriate, the principal's judgment as to what will serve the best interests of the students.

### *Section 3*

All teaching openings in the summer school or evening programs run by the School District will be adequately publicized in each school building.

### *Section 4*

Teaching positions in the summer school or evening programs run by the School District will, to the extent possible, be filled first by regularly appointed teachers in the District (including new teachers who have been hired for the next school year) where, in the opinion of the Superintendent, those teachers possess qualifications equal to those of candidates outside the School System.

## **ARTICLE XII TEACHER EVALUATION**

The evaluation of teachers shall be done in accordance with the provisions of the "ASRSD Model for Professional Growth and Educator Evaluation." The said document is an integral part of this Agreement by reference and as Appendix A. (Copies of the evaluation documents will be provided to each teacher and will be available on the ASRSD website.)

## **ARTICLE XIII USE OF SCHOOL FACILITIES**

*Section 1*

Priority for the use of school facilities will be given to school functions.

*Section 2*

The general policy of the Committee is to permit the use of school buildings for educational, recreational, and civic purposes insofar as is practical to do so without interference to regular school activities. Nothing in this Agreement shall be construed as denying the broadest use of these public facilities to the citizens of the community.

*Section 3*

Subject to the foregoing, the Association will have the privilege of using school buildings without cost at reasonable times for meetings or elections, unless the use of buildings requires additional labor expenses (custodial overtime coverage, etc.). Request in advance, of the time and place of all such meetings will be made to the principal of the building in question.

The Association may request the use of a secondary school athletic facility and equipment without cost one evening each week. The regular procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

*Section 4*

Association notices may be posted on existing bulletin boards or places where notices are normally posted either in the faculty lounges or faculty lunchroom and e-mailed to staff if such notice is signed by an authorized representative of the Association.

*Section 5*

The Association may prepare, at no cost to the District, communications relating to the conduct of the business of the Association and may distribute these through the teachers' mailboxes and e-mail accounts to persons covered by this Agreement.

*Section 6*

Discussions among teachers concerning Association matters on School Department property will take place only while all of the teachers involved in such discussions are on lunch break or other non-teaching time, and not in the presence of students.

**ARTICLE XIV TEACHERS' SAFETY AND LEGAL ASSISTANCE**

*Section 1*

The School Committee will strive to provide students and teachers with safe and healthful schools. This would include periodic professional development on issues of student and classroom safety, teacher liability and legal rights to maintain a classroom environment where all students have the right and responsibility to learn.

*Section 2*

Teachers will immediately report all cases of assault suffered by them in connection with their employment to the building principal in writing. The building principal will provide a copy to the

Superintendent.

*Section 3*

The Superintendent will comply with any reasonable request from the teacher for non-privileged information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, the police and the courts.

**ARTICLE XV SICK LEAVE**

*Section 1*

Teachers will be credited with fifteen (15) days of Sick Leave per year as of the first official day of school.

*Section 2*

Unused Sick Leave will accumulate from year to year up to a maximum of one hundred ninety (190) days at the beginning of any school year. Extensions, with or without pay, beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent upon the recommendation, where appropriate, of the principal. In cases of extensions without pay, a deduction of one over one hundred eighty four (1/184) of the contract salary will be made from the pay of individual teachers. Teachers who were employed in the Shirley Public Schools prior to the creation of the District and who had accumulated more than one hundred ninety (190) sick days as of June 30, 2011, will be able to retain those days. This accumulation will diminish as sick days are used by those teachers, and new days will not be added to the accumulation of these teachers unless the accumulation drops below one hundred ninety (190), after which point in time the terms and conditions that apply to other teachers will apply to these teachers as well. In any event no more than one hundred ninety (190) accumulated days will be eligible for the retirement Sick-Leave Buyback under Article XXX, Section 15. Section 3

In order to receive the benefits of this Article, the teacher must notify the substitute caller or immediate supervisor as promptly as possible (calls should be made from 7-9 p.m. the prior evening or from 5:30-6:30 a.m. on the morning of the absence) when the teacher will be unable to be present because of illness.

*Section 4*

Sick Leave with pay is intended primarily to cover the employee's own incapacitation due to sickness or injury. The Superintendent of Schools may require a physician's certificate as to the necessity of any absence due to sickness or injury. Following five (5) or more days of continuous absence, teachers may be required to submit a doctor's certificate indicating the purpose of the absence and approval to return to work to perform the essential functions of the job. Abuses of Sick Leave will be treated as individual disciplinary cases by the Superintendent.

*Section 5*

Any teacher with Professional Teacher Status whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay up to a period of one school year. Leaves of absence under this Section shall expire at the end of the school year in which the leave is granted.

*Section 6*

Absences not to exceed five (5) days in any school year may be charged against such leave in cases of

severe illness of a member of the immediate family, i.e., spouse, child or parent. A doctor's certificate substantiating such need may be required by the Superintendent.

*Section 7*

All teachers in the District are compensated on an annual salary. Sick Leave is not a bonus and is only intended for the unforeseen circumstances set forth in this Agreement. Accordingly, teachers whose services are terminated through resignation, dismissal, retirement (other than pursuant to Article XXX, Section 15), or death shall not be entitled to additional salary or wages in lieu of any Sick Leave not taken, nor may such unused Sick Leave be transferred to the account of any other teacher. Notification of the amount of accumulated sick leave shall be given at the beginning of the school year.

*Section 8*

Except on reinstatement after an approved leave of absence, no Sick Leave credit for prior employment will be allowed to any newly hired teacher or teacher rehired after termination of service.

**ARTICLE XVI WORKER'S COMPENSATION**

*Section 1*

Teachers who receive a personal injury arising out of the course of their employment are entitled to Worker's Compensation benefits provided by the District.

*Section 2*

When covered by the Worker's Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such Sick Leave payments will be chargeable against accumulated Sick Leave and whereby the amount, when added to Worker's Compensation benefits, does not exceed the teacher's full salary or wages. In instances where accumulated Sick Leave is exhausted, the teacher will only receive the Worker's Compensation benefits.

**ARTICLE XVII PERSONAL LEAVE**

*Section 1*

It is recognized by all that absences interrupt the educational process and must therefore be held to an absolute minimum.

*Section 2*

In each school year however, up to two (2) days may be utilized for imperative personal business or legal obligations, which could not effectively be conducted outside of school hours.

*Section 3*

Request for such leave must be made in writing to the principal as early as possible before such absence occurs, normally at least seventy-two (72) hours prior to the requested date. Personal leave cannot be taken to extend a holiday or vacation period.

*Section 4*

If the Superintendent believes the purpose of the leave is not of a nature specified above, requiring the absence of the teacher during school hours, then he/she may decline to pay for such leave. The matter

may, however, be presented through the grievance and arbitration procedures if the individual teacher so elects.

*Section 5*

Nothing in this Section shall preclude the Superintendent from granting additional personal leave, with or without pay, for reasons which he deems urgent. In cases of Personal Leave without pay, deductions from salary will be made on the basis of one over one hundred eighty-four (1/184) of the teacher's salary for each such day.

**ARTICLE XVIII BEREAVEMENT LEAVE**

*Section 1*

Full time teachers shall be allowed up to five (5) consecutive days leave during the school year in case of any death in the immediate family. The term immediate family means the teacher's spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or relative and significant other actually living in the employee's household. An absence of three (3) days shall be granted applicable to teacher's grandparents, grandchild, sister-in-law, brother-in-law, or the grandparents of the teacher's spouse.

*Section 2*

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

*Section 3*

At the discretion of the Superintendent, additional Bereavement Leave may be granted under extraordinary circumstances.

**ARTICLE XIX PROFESSIONAL LEAVE**

*Section 1*

Leave of absence may be granted to teachers at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The schools visited shall be subject to the approval of the principal and Superintendent. Written reports shall cover all such visits.

*Section 2*

The District shall pay reasonable expenses (including, but not limited to, registration fees, meals, lodging, or transportation) incurred by teachers who are required by the Superintendent to attend workshops, seminars, or other approved professional improvement sessions. It may pay all or part of such expenses of teachers whose request to attend similar courses it approves (provided, however, that such travel and amount shall have been provided for and are expendable in the existing school department budget).

*Section 3*

Teachers requesting reimbursement under this Section will submit through the school principal for the Superintendent's approval a voucher individually listing the expenses for which reimbursement is sought.

## ARTICLE XX SABBATICAL LEAVE

### *Section 1*

A Sabbatical Leave may be granted by the Superintendent for advance study or research to teachers who have completed seven (7) consecutive years of service in the District, where such experience would, in the opinion of the Superintendent, increase the teacher's professional ability.

### *Section 2*

Personnel requesting such leave must submit their applications in writing through the school principal to the Superintendent of Schools not later than November 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests not later than January 1.

### *Section 3*

No more than two (2) teachers will be absent on sabbatical leave during anyone school year.

### *Section 4*

Successful applicants will receive one-half (1/2) of the salary to which they would have been entitled.

### *Section 5*

Before accepting such Sabbatical Leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A to return to active service in the District for a period of at least twice the length of such leave. A teacher who does not fulfill this Agreement shall have agreed in writing to pay the District the amount of the salary received by the sabbatical provided that the teacher may be released from such payment if failure to serve twice the length of the leave is due to disability, death or if he/she is discharged from a teaching position by the Superintendent.

### *Section 6*

A teacher returning from Sabbatical Leave shall be placed on the step of the salary schedule the teacher would have attained had the teacher remained in the school system, and shall be eligible for insurance benefits according to District policy while on leave.

### *Section 7*

No teacher may reapply for a second Sabbatical Leave until the teacher has completed seven (7) consecutive years since the last leave.

### *Section 8*

Upon completion of the leave, the recipient shall submit a written report to the Superintendent containing transcripts of all college and university work done while on leave, together with any other pertinent or interpretive material considered essential to an evaluation of the teacher's program.

### *Section 9*

In case the number of applications shall exceed the number of Sabbatical Leaves of Absence that the Superintendent plans to grant for a particular school year, the recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the District.

### *Section 10*

The denial of any sabbatical request will not be subject to the grievance or arbitration sections of this Agreement.

## **ARTICLE XXI MILITARY LEAVE AND JURY DUTY**

### *Section 1*

The District will comply with all state and federal laws with respect to mandatory Military Leaves of absence.

### *Section 2*

Teachers who are required to perform active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances, they will be granted necessary leave and shall receive the difference between total military pay, including allowances, for the period of active duty and the teacher's regular pay for the number of school days they are absent, including all or any part of compensation for stipendiary positions held at the time of such military duty.

### *Section 3*

Military Leave without pay will be granted to any teacher who is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

### *Section 4*

Upon return from such leave, a teacher will be placed on the salary schedule at the level, which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence up to a maximum of four (4) years.

In no event shall such absence count toward Professional Teacher Status, nor shall the provisions of this Section be applied to permit a teacher with Professional Teacher Status to exceed the maximum of the schedule the teacher was on at the time of departure.

### *Section 5*

Teachers required to perform Jury Duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between Jury Duty pay, exclusive of mileage reimbursement, and the teacher's regular pay, including all or any part of compensation for stipendiary positions held at the time of such Jury Duty. This provision shall be applicable only during the teacher work year set forth in Article XXIX.

## **ARTICLE XXII EXCHANGE TEACHER**

### *Section 1*

A teacher with Professional Teacher Status may obtain a leave of absence without pay for one (1) year to serve as an exchange teacher.

### *Section 2*

Upon return from such leave a teacher will be offered a position as reasonably comparable to the one occupied as is then available, and will be placed on the salary schedule at a step level the teacher would have achieved had the individual remained actively employed in the system during the period of this leave.

### *Section 3*

All leaves will be based on school year calendar. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

*Section 4*

The teacher must notify the Superintendent of Schools in writing by March 1 of the year in which the leave is to expire of the teacher's intention to return in September. In no instance may more than one (1) teacher in the system be absent on such leave at any one time. Extensions may be granted at the discretion of the Superintendent.

**ARTICLE XXIII FAMILY MEDICAL LEAVE/PARENTAL LEAVE/CHILD REARING LEAVE**

*Section 1*

**Family Medical Leave (FMLA Leave)**

A. Any full-time teacher who has been employed for at least one (1) year or more shall be entitled to Family Medical Leave of up to twelve (12) weeks during the year;

(1) To care for a son or daughter within a year of birth, adoption or the initiation of foster care; (2) To care for a spouse, child or parent suffering from a serious health condition; and/or (3) Because the teacher's own serious health condition makes the teacher unable to perform the functions of his/her position.

B. Family Medical Leave is unpaid except that the teacher may use paid leave for an equivalent amount of unpaid leave when FMLA leave is due to the employee's serious health condition or that of a spouse, child, or parent. The provisions of FMLA shall not limit an employee's use of accumulated sick leave as paid leave when an employee's own health condition extends beyond the limits of FMLA leave.

C. During FMLA leave, teachers shall be entitled to participate in all medical, dental and other insurance plans.

D. At the end of the leave, teachers shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.

E. Application Procedure

(1) Except in emergencies, teachers shall apply to the Superintendent at least thirty (30) days before the start of the leave period.

(2) The teacher shall indicate the anticipated date of return to active employment.

(3) Teachers may be required to produce reasonable medical and other certification of the need for Family Medical Leave within fifteen (15) days of requesting leave. The District may require the employee to submit medical recertification during leave at thirty (30) day intervals, and it may require employees to report periodically on their status and intent to return to work. As a condition for returning to work, a teacher who has been on Family Medical Leave may be required to present medical certification that the teacher is able to resume work.

F. Leave entitlements under state law and FMLA run concurrently where both laws cover the same type of leave.

*Section 2*

**Parental Leave**

A. Upon receipt of at least two (2) weeks written notice of a teacher's anticipated date of departure and intention to return, a teacher who has been employed for at least three (3) months shall be granted a Parental Leave without pay of up to eight (8) weeks in accordance with the provisions of G.L. Chapter 149, Section 105D. Parental Leave under this provision will be granted for:

i. The birth of the teacher's child; ii. The placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, with the teacher for adoption;

Except to the extent covered by Sick Leave as set forth below, said leave will be without pay.

A. A teacher who is pregnant and is physically unable to work due to disability

Connected to pregnancy or childbirth may use accumulated Sick Leave to cover those days the teacher is disabled and unable to work? The District may require a teacher to submit medical evidence verifying the disability.

B. This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on FMLA/Parental Leave may return at an appropriate time in consideration of the student's program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the eight (8) weeks in Subsection (A) above.

C. During unpaid FMLA/Parental Leave, teachers shall be entitled to participate in all medical, dental and other insurance plans. If both parents are employees of the district, they are entitled to a combined eight (8) weeks of leave. At the end of the leave, teachers shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.

D. Where a teacher is eligible for both Parental Leave and FMLA leave, said leaves will run concurrently.

### *Section 3*

#### **Child Rearing Leave**

In the event a teacher desires a leave longer than that provided by statute, the procedure listed below shall be followed:

A. Under normal conditions, the Superintendent shall be notified in writing not later than the beginning of the fourth (4th) month of pregnancy. The request must be accompanied by a physician's certification stating the expected date of delivery.

B. Said Child Rearing Leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) provided that, up to this time, the teacher can perform normal duties satisfactorily. A teacher who does not wish to request a Maternity Leave or Child Rearing Leave shall submit her resignation effective upon leaving the system in accord with the above provisions.

C. Said Child Rearing Leave shall be without pay and shall terminate one (1) year from the first of September following the birth of the child or, sooner, if the teacher and Committee so agree. Extensions of leave may be granted at the discretion of the Superintendent.

D. The teacher must notify the Superintendent by the first (1st) of March of the year in which the Child Rearing Leave expires of the teacher's intention to return in September, apply for an extension, or to retire from the school system. Failure to comply with this requirement will be considered as a resignation from the school system. Upon return from such leave, the teacher will be assigned to any school where a vacancy occurs in as comparable a position as possible.

E. In the event the child does not live, the teacher may make written application for reinstatement, accompanied by a physician's statement that the teacher is able to perform the essential functions of the job. Such reinstatement may be granted by the Superintendent if an acceptable vacancy exists.

#### *Section 4*

Adoption Leave - A teacher who adopts a child shall be granted leave as follows:

A. The teacher shall be entitled to a leave of absence without pay upon proper notification to the Superintendent at least two (2) months in advance of the date the leave is to begin, if possible.

B. Said leave of absence shall not exceed one (1) year from the September 1st following the child's adoption. The return to work at the conclusion of an Adoption Leave that exceeds a leave entitled to by statute must be at the start of a school year.

C. A teacher upon returning to the system shall be entitled to all the benefits, rights and privileges of the preceding sections of this Article.

#### *Section 5*

In the event the teacher has continued in the duties under the contract through February 1 of the school year in which the leave is granted, the teacher will be credited with a step on the Salary Schedule upon return from leave. Such leave of absence shall not count toward Professional Teacher Status.

### **ARTICLE XXIV DELEGATES' LEAVE Section 1**

Upon fourteen (14) days written notice, the Superintendent may approve a leave of absence with or without pay for such time as the Superintendent deems reasonable for officers of the Association, not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers' Association or National Education Association conferences, meetings, or conventions, including directors and other meetings of the MTA. The expense of such trips will be borne by the Association, the individual, the MTA or the NEA.

#### **Section 2**

Once each year, up to four (4) designees of the Association will be granted a leave of absence of one day without loss of pay to attend the MTA House of Delegates meeting, provided that at least one week's notice of the names of such teachers is given in writing to the Superintendent.

### **ARTICLE XXV RELIGIOUS LEAVE**

#### *Section 1*

Absences not to exceed three (3) days in any school year shall be allowed without loss of pay for the observance of religious days falling within the regular work week but not included in the school calendar when the tenets of one's religion obligate abstention from work or when the religious observance of the day necessarily conflicts with the work day. Requests for such absences will be submitted in writing to the principal seven (7) days in advance of the day of absence. The principal shall indicate approval or disapproval and shall forward the request to the Superintendent of Schools for final decision. Approval shall not be unreasonably withheld.

## **ARTICLE XXVI OTHER LEAVES**

### *Section 1*

Additional leaves of absence with or without pay may be granted at the discretion of the Superintendent.

### *Section 2*

The Superintendent may at his/her discretion grant a leave of absence to any teacher with Professional Teacher Status designated by the Association, without pay, for a year for the purpose of engaging in Association (State or National) activities. If the teacher returns from such leave, the teacher will be considered as if actively employed by the District during such leave for purposes of being placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.

### *Section 3*

The Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to any teacher with Professional Teacher Status to campaign for or serve in elected public office or for such other purpose as the Superintendent deems appropriate under all existing circumstances, including the primary purpose for which each of us is working; i.e., the best education of the children concerned.

## **ARTICLE XXVII LEAVE RESTRICTIONS**

### *Section 1*

All benefits to which a teacher was entitled at the time any such leave commenced, including unused accumulated Sick Leave, will be restored to the teacher's account upon return from leave. It is recognized that no specific position can be held open during ANY leave, but in all instances every effort will be made to assign the teacher to a substantially equivalent position to the one held at the time the leave commenced.

### *Section 2*

The teacher will notify the Superintendent by March 1 of the teacher's intention to return the following September. If a teacher fails to inform the Superintendent by March 1 of his/her intent to return the following September, he/she will be taken to have resigned. All requests for extensions or renewals of leaves must be applied for in writing on or before March 1 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by April 15.

### *Section 3*

A teacher may not be granted more than one (1) leave under Article XXVI (Other Leaves) or Article XXII (Exchange Teacher) during the teacher's service with the District. This means one (1) leave may be taken under each of these Articles.

## **ARTICLE XXVIII INSURANCE**

The District will pay seventy five percent (75%) of insurance premium costs, and the teacher will pay twenty five percent (25%). The District will deduct the teacher's share of insurance premium costs from payroll checks upon receipt of proper authorization.

## **ARTICLE XXIX SCHOOL CALENDAR - PROFESSIONAL RESPONSIBILITIES**

It is acknowledged by both parties that the duties and responsibilities of a teacher in terms of the demands of the profession do not permit prescribed limitations of time. Preparation, evaluation and visitation, as well as other related activities, are carried on to insure quality performance. Accordingly, the standards set forth below are only minimum standards, which will be used to measure the performance of professional duties.

### *Section 1*

Except in extraordinary circumstances, the work year of classroom teachers covered by this Agreement (other than personnel who may be required to attend pre-school orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30, but in no event to be more than three (3) workdays longer than the school year for children established by the Superintendent. The Committee agrees that the school calendar will contain February and April vacations. The teacher's work year will consist of one hundred eighty-four (184) days of which one hundred eighty-one (181) will be student contact days and three (3) will be used for activities determined by the Superintendent. The one hundred eighty first (181st) day shall be a half-day (1/2) for students and a full day for teachers in order to close out the school year. Within the one hundred eighty-one (181) student contact days, some amount of time will be scheduled for purposes of professional development and/or curriculum development. The final day for teachers will not be later than the final day for students.

### *Section 2*

The Association's Executive Board will meet with the Superintendent by February 15 each year regarding the following year's school calendar. Based on this meeting, the Association may make recommendations to the Superintendent within one week following the meeting. It is acknowledged that the final decision regarding the calendar must rest with the Superintendent of Schools subject to the provisions set forth below. Section 3

During the term of this Agreement, it is the intention of the Superintendent to retain the starting and dismissal time for the students and teachers in the various schools as set forth in Article VI. This schedule may be adjusted, as the Superintendent deems necessary in light of current conditions, including bus transportation and after notification to the Association with an explanation for the reasons involved. In the event the length of the teachers' workday is to be increased by a change in schedule the parties will enter into negotiations on the subject, which may include the question of pay differentials.

### *Section 4*

Teachers shall attend and take such part as is assigned to them in all meetings of an educational matter scheduled by the Superintendent of Schools or their principal or departmental meetings called by proper administrative officers or meetings called by a Committee Chairperson. Reasonable advance notice of such meetings, of at least twenty-four (24) hours, will be given, whenever possible. It is understood that attendance at such meetings beyond the normal workday shall not be required for more than twenty (20)

meetings per school year, nor for more than two (2) meetings per calendar month, Meetings will begin within ten (10) minutes of the normal student dismissal time, and will last no longer than ninety (90) minutes. The principal of each building shall designate one (1) week day as a meeting day on which all such meetings shall be scheduled, and the meeting day shall not be changed for the duration of the school year except in case of emergency.

All unit members will attend up to four (4) evening meetings each school year. Evening assignments shall be made by the principal according to an employee's assignment and the needs of the school. The principal shall keep a record of the evening events that employees attend, and the records shall, upon request be made available to the employee. The principals will determine to which schools shared staff will be assigned for purposes of this provision. Evening parent-teacher conferences will begin no earlier than 6:00 p.m. and end no later than 9:00 p.m.

#### *Section 5*

The Committee will continue its policy to make every reasonable effort to provide qualified substitutes to fill temporary absences, which occur because of illness, or other causes recognized in this Agreement. In emergency situations where substitutes are necessary, but not available, or when it is necessary for teachers to be absent from duty for a short period of time other regular teachers will be assigned to insure the continuity of the educational process. The principal normally will designate a teacher to use a preparation period for such substituting. Such assignment shall be distributed as equitably as possible among qualified teachers within the building during the school year.

#### *Section 6*

Except in emergency situations, the School Department shall provide a duty-free lunch period for all teachers. In emergencies, the paramount consideration must be the supervision of the students. Section 7

The Superintendent and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability, student supplies such as computers and books, and all other educational considerations, insure that class size is the most effective nature for both teacher and pupil. However, the final decision as to the class size will be made by the Superintendent in the best interest of all.

#### *Section 8*

The required notification of resignation of employment is a minimum of thirty (30) days. The teacher may be released from this obligation by mutual agreement between the Superintendent and the prospective employer.

#### *Section 9*

The Administration and the Association recognize that some students may need additional academic support beyond the school day. Extra academic help will be provided to only those students directly assigned to the teacher. Accordingly, teachers will make themselves available for thirty (30) minutes of extra help per week on a mutually agreed time between the teacher and the principal. Teachers will notify parents and students as well as post their availability on the District Website.

### **ARTICLE XXX COMPENSATION**

The salary schedule and compensation for extra-curricular duties of each teacher in the public schools of the District shall be determined pursuant to the following sections of this Article. Section 1

The annual salary shall be divided into twenty-one (21) or twenty-six (26) equal payments. Annual salary installments will revert to 22 or 26 installments in subsequent contracts. Does not affect those who elect 26 installments. The District will establish a pay schedule, which provides for 21 payments over ten (10) months or 26 payments over twelve (12) months. All payments shall be issued in a timely manner on Friday on a bi-weekly basis. Teachers must notify the Business Office by June 1 of their intention to change their option for the following year.

The first check for teachers will be provided no earlier than September 1 and no later than the third Friday of September. A letter of verification of annual salary will be issued to the employee as close as possible to the issuance of the first pay period. Those teachers who choose to have 26 payments will be paid through June 30 from the appropriate accounts in the School District's general fund and the remaining pays will be encumbered and paid for out of the appropriate fiscal year's funds. These remaining pays will follow the same bi-weekly pay schedule.

Teacher's health benefit premiums will be distributed evenly across all employee checks regardless of whether the employee is paid in 21 or 26 paychecks. Teachers must establish a direct deposit of salary payments to a bank designated by the teacher.

#### *Section 2*

The District shall fix the initial salary and step level of each teacher on entering employment (or of permanent substitutes) giving due consideration to previous teaching experience, special skills, and academic attainment.

Teachers, who enter the system at other than the beginning of the school year and prior to February 1, will move the following year on the step schedule.

Teachers who are within the system will not request or be granted individual additional step increases except for service, degree requirements, or additional duties.

#### *Section 3*

Except as provided in Article XXXV, annual increments as scheduled will be granted at the start of the school year to all teachers who have rendered satisfactory service. A question as to whether the Superintendent had just cause for withholding the increment of a teacher may be presented through the grievance and arbitration procedure.

#### *Section 4*

Courses must have the prior approval of the Superintendent of Schools and the teacher must obtain a grade of "B" or better to be credited for such courses on the salary schedule. When universities have a grading system of pass-fail, pass will be acceptable. Prior approval for courses may be requested on-line or via paper copy.

#### *Section 5*

Courses must have been taken after the receipt of a Bachelor's or Master's degree and must be approved by the Superintendent or have been in a degree-granting program or as part of the teacher's special field of study, and the grade of "B" or better must have been received for the course. Courses already credited within the system will be accepted for advancement on the salary schedule. When a university offers a course on a pass/fail basis, a passing grade shall be sufficient for purposes of this paragraph.

#### *Section 6*

In order to be eligible to advance to a new column on the salary schedule at the beginning or middle of a new school year, a teacher must have submitted to the Human Resource Specialist a letter of intent to

advance to a new column no later than January 15 of the prior school year. (Letters of intent will allow the District to calculate and adequately fund the total cost of all column advancements.) Provided that a letter of intent is filed no later than January 15 of the prior school year, official transcripts or other documents from the college or university must be submitted for verification to the Superintendent by September 30 in order for column advancement to be effective as of the first day of the new school year. A letter of verification of lane change will be sent to the employee. Teachers who have submitted the letter of intent but who miss the September 30<sup>th</sup> deadline may submit their verification by January 15 in order for their advancement to become effective for the second half of the school year.

#### *Section 7*

Teachers within the system who supervise practice teachers will be given first preference for vouchers for course work from the participating colleges.

#### *Section 8*

Extra-curricular and athletic duties and services shall be compensated in accordance with the provisions of Schedule C. The enumeration of certain classes of types of extra-curricular services and duties set forth in Schedule C neither means that the District must continue these in existence, nor is it intended to exclude payments for any other extra-curricular duties not specifically included therein. All vacant Schedule C positions shall be posted by e-mail.

Assignments to these duties and positions are subject to annual appointment by the principal with approval of the Superintendent of Schools. Additional salary or compensation for such positions shall be by special contract as set forth in Schedule C. Appointments may be made for a period of up to three (3) years.

#### *Section 9*

The Superintendent will make his/her best effort to respond to all retirement notifications and other requests in a timely fashion.

#### *Section 10*

School counselors who are requested to perform their duties during the summer or at other times not covered by the Agreement shall be compensated at the appropriate per diem rate for the preceding school year.

#### *Section 11*

The Superintendent, at his/her discretion, may grant in-service credit to a teacher for his or her participation in an activity that will enhance the effectiveness of the District. In-service credits will be granted on the basis of one (1) credit for each 20 hours of approved activity.

Credits will be granted for non-compensated time only. The Superintendent may designate in advance that credit for certain professional-development activities may be applied to lane changes across the salary schedule. No more than six (6) such credits may be used per lane change. In-service credits applied to lane changes may also be converted to PDPs for the purpose of teacher re-licensure.

#### *Section 12*

Teachers shall be reimbursed up to one thousand dollars (\$1,000.00) annually for the cost of tuition, fees and books of one three (3) credit course in which they receive a grade of "B" or better. It is understood that to be eligible for reimbursement, the teacher must have the course approved in advance by the Superintendent or his/her designee. Such approval shall not be unreasonably withheld if the course is directly related to the teacher's present teaching assignment. The Committee shall not be required to

expend more than twenty-five thousand dollars (\$25,000.00) per year pursuant to this Section.

In order to provide equity in access to the tuition reimbursement funds, all reimbursements will occur at the end of the school year. In the event that this amount is insufficient to satisfy the total amount of reimbursement due to teachers for a given school year, teachers will receive partial payment on a pro rata basis. With the exception of courses that finish in June, all documentation required for course reimbursement must be submitted to the Superintendent's office by the last day of school. For courses ending in June, all documentation must be submitted by July 31<sup>st</sup>.

### *Section 13*

The Superintendent and the president of the Association shall act as a standing committee to bargain regarding any proposed changes to Schedule C that are proposed during the term of an existing contract period. This will not constitute a general re-opening of the contract and shall not affect any other provision of the contract, including any so-called waiver clause or zipper clause that may exist from time to time. Upon agreement being reached between the Superintendent and the president of the Association over a proposed change, such agreement shall be presented to the Union membership and the School Committee for ratification. Absent ratification, the proposed change shall not be made.

### *Section 14*

In recognition of dedicated service to the children of the District, any teacher covered by this Agreement who has taught for twenty (20) years in the District (or thirty (30) years total teaching, the last fifteen (15) of which have been consecutive in the District) may obtain an increase in compensation by following the procedure in the next paragraph. Years of teaching service in either the Ayer or the Shirley School Departments, as well as years of service in the District, will count as years of service for purposes of this section.

Eligible teachers who desire to participate in this program shall notify the Superintendent by January 15 of the school year at the end of which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement System. If such notice is submitted in writing by January 15, then at the conclusion of the final year of teaching, all accumulated Sick Leave shall be wiped off the books and in lieu thereof, the teacher will receive payment at the rate of twenty-five dollars (\$25.00) per day for each Sick Leave day surrendered. One-half (1/2) of this payment will be issued to the teacher in July after his/her last year of teaching, and the other half (1/2) of this payment will be made during July, one year later.

It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the teacher giving such notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.

### *Section 15*

A. Teachers who retire pursuant to the provisions of the Massachusetts Teachers' Retirement System who give notice of retirement to the Superintendent consistent with paragraph B will receive a payment of the following gross amount if at the time of retirement they have completed the requisite number of years of full-time service (listed below) as a teacher in the District (service as a teacher in either the Ayer or the Shirley School Department which is continuous with service in the District will count for this purpose). A year of part-time service which is .5 or greater will count as a year of full-time service for purposes of this section. Years Completed Gross Payment 20 through 24 \$5,000 (five thousand dollars) 25 through 29 \$6,500 (six thousand five hundred dollars) 30 and over \$8,000 (eight thousand dollars)

B. In order to be eligible for this payment, the teacher cannot retire during a school year, and an

irrevocable written notice of retirement must be submitted to the Superintendent prior to January 15 of the school year at the end of which the teacher intends to retire.

C. One-half (1/2) of this payment will be issued to the teacher in July after his/her last year of teaching, and the other half (1/2) of this payment will be made during July, one year later.

#### *Section 16*

Teachers who, prior to the creation of the District, had been employed by the Ayer School Department and who had been enrolled in a Town of Ayer health insurance plan during the 2007-2008, 2008- 2009, 2009-2010, and 2010-2011 school years, and who have maintained continuous service with the Ayer Shirley Regional School District, shall receive a wage adjustment to his/her base annual salary in the amount of two thousand (\$2,000) dollars. This amount will be paid as part of his/her regular salary.

The Parties agree to establish a joint labor-management task force with an equal number of members appointed by the Superintendent and the Association President, for the purpose of studying the creation of a sick leave bank for association members. The task force will make recommendations to the parties, which will be subject to the approval of the full membership of the Association and the Committee.

## **ARTICLE XXXI CURRICULUM DEVELOPMENT**

### *Section 1*

Teachers are integral to the development of a standards-based curriculum. It is expected that all teaching staff have the right, benefit and responsibility to participate in curriculum development. The District's Strategic Plan for improvement addresses the support of teaching and learning through the implementation of a Pre-K-12 standards based system of curriculum, assessment, and instruction that meets local, state, and national standards and is supported by a comprehensive program of student services. Curriculum development initiatives are mutually beneficial in that they provide professional growth opportunities for teachers while building a rigorous and relevant curriculum to benefit all of our students.

Curriculum development includes the following: aligning curriculum standards and benchmarks for student learning, developing vertical and horizontal curriculum maps, developing curriculum units and courses, strengthening use of data to inform decision-making, expanding use of alternative forms of assessment, meeting the needs of all students within the classroom, using technology to enhance teaching and learning, and strengthening student services programs.

### *Section 2*

The District is committed to a collaborative approach to curriculum development; therefore, a task-force structure (committee, study group, or work group) will generally be used to identify and/or respond to specific curriculum-development priorities. Task forces may be organized by areas of need and include teachers and administrators, who will, working in alignment with school and district improvement plans, meet as needed to address existing and emerging program needs.

When specific needs have been identified, a description of the project goals, tasks, resources, anticipated timeline, number of teachers involved, and time allocated for the work will be developed in concert with the Superintendent or his/her designee and communicated to the staff in writing. Teachers may indicate their interest to the Superintendent or designee, who will select the team members based on the expertise of the applicants relative to the specific project.

### *Section 3*

Any teacher or teachers may submit to the Superintendent, through the appropriate administrators, a Curriculum Research & Development proposal that includes the following:

1. A description of the project goals and tasks
2. Resources needed
3. Anticipated timeline, including total time required for the project
4. Teachers to be involved
5. Description of the project
6. Measure of success
7. Plan to share results

The Superintendent will review each Curriculum Research & Development proposal and negotiate any needed changes to strengthen alignment with district curriculum goals and priorities. Acceptable Curriculum Research & Development proposals will be approved, pending funding availability.

### *Section 4*

Curriculum-development activities may be eligible for in-service credit, in accordance with Article XXX, Section 11, of this Agreement.

## **ARTICLE XXXII MENTORING PROGRAM**

The Mentoring Program for the District will provide a system of structure and support for encouraging and guiding new teachers into our school system. This collaborative program will offer opportunities for all staff members to grow in a professional, collegial, and non-judgmental way. It will add energy and new ideas into every classroom, enhance student learning, and improve the school climate. New teachers will be offered a secure, friendly, and welcoming environment.

### *Section 1*

The Superintendent, building principals and the mentor coordinator will coordinate the Mentoring Program. All participants will operate according to the guidelines established by the MA DESE Guidelines for Induction Programs and by the District's Mentoring Program Handbook.

### *Section 2*

The role of the coordinator does not include mentoring.

### *Section 3*

There will be a general posting each spring to enlist recruits for the mentoring program. Mentors will be selected from this pool or by the principal. The principal may invite individual teachers to serve as mentor if he/she feels there is not an appropriate match in the mentor pool.

### *Section 4*

Mentors will undergo mentor training, and attend the New Teacher Orientation in August. Mentors will perform no evaluations.

### *Section 5*

Mentors and mentees may request release time for the purpose of in class peer observation. Such requests will be presented to the building principal.

### *Section 6*

All first-year teachers and those new to the District will participate, and all second-year teachers may be

required to participate, in the Mentoring Program. Teachers who are assuming positions out of their degree, licensure, or department areas, or any teacher experiencing a significant grade level change, may request a mentor.

*Section 7*

Individual mentors and mentees will meet on a regular basis.

**ARTICLE XXXIII SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE XXXIV DURATION - NEGOTIATION PROCEDURES**

*Section 1*

This Agreement shall become effective as of September 1, 2019, and shall continue in full force and effect until August 31, 2022.

*Section 2*

If either party desires to amend, modify, or terminate this Contract at the expiration thereof, it must send written notice to the party prior to October 15, of the last year of the Contract, or the anniversary thereof, including a list of items to be negotiated. If the Committee and the Association have failed to reach agreement by December 15 on such terms, they jointly, or either of them separately, may petition the Division of Labor Relations to initiate the statutory impasse in accordance with the provisions of Chapter 150E.

*Section 3*

During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter proposals, as each deems appropriate.

*Section 4*

Either party may, if it desires, utilize the service of outside consultants and may call upon professional or

lay representatives to assist in negotiations.

*Section 5*

A copy of the official proofs of the Contract will be submitted to the Negotiating Committee and the School Committee seventy-two (72) hours prior to the formal signing of the Contract.

**ARTICLE XXXV SALARY COMPUTATION FOR 2019-2022**

September 1, 2019:

- i. The salary schedule which was in effect as of August 30, 2019 shall be increased by 3%.
- ii. A new Step 14 will be added to the M, M+15, and M+30 lanes which is 4.5% higher than the salary for the existing top step in the corresponding column.
- iii. The steps on the salary schedule (which are currently 2-13 for B and B+15, and 2-14 for M, M+15, and M+30) will be renumbered as 1-12 and 1-14, respectively. As a result of this renumbering, an employee who advances a step effective September 1, 2019 will have the same step number for the 2019-20 school year as he/she had for the 2018-19 school year.
- iv. Employees who, as of the 2018-19 school year, had already advanced to “above top step” status shall receive a 3% increase over their previous year’s salary. However, if the addition of this 3% increase would result in a salary which is less than the salary for the top step in the applicable column, the employee will be placed back onto the salary schedule, at the top step, and will not return to “above top step” status in the future.

September 1, 2020:

- i. The salary schedule which was in effect as of August 30, 2020 shall be increased by 3%.
- ii. Three new columns (M+45, M+60, and M+75/Ph.D.) will be added to the salary schedule. The salary for each step in these new columns will be \$2,000 higher than the salary for the corresponding step in the column which immediately precedes it.

Note: Graduate courses which were taken by a teacher prior to the ratification of this Agreement, and after the teacher had already attained 30 credits beyond a Masters’ degree, may be used by the teacher for advancement toward the newly-established M+45, M+60, and M+75/Ph.D. lanes, despite not being pre-approved by the Superintendent of Schools. However, such courses will still be subject to the other requirements of Article XXX, Sections 4 & 5.

So that the District may adequately plan for future lane changes to the newly-established lanes, all teachers who, as of September 1, 2019, have earned credits in excess of 30 beyond a Masters’ degree which they intend to use toward lane changes beyond M+30 shall, by December 1, 2019, submit

documentation and an official transcript for any courses which were not pre-approved by the Superintendent. In addition, teachers intending to advance to one of the newly-created lanes for the 2020-2021 school year must submit the letter of intent required by Article XXX, Section 6 by December 1, 2019.

Except as set forth in the previous two paragraphs, the requirements for all other course approvals and lane changes will continue to be governed by Article XXX, Sections 4-6.

- iii. Employees who, as of the 2018-19 school year, had already advanced “above top step,” and who remain in such status, shall receive a 3% increase over their previous year’s salary.

September 1, 2021:

- i. The salary schedule which was in effect as of August 30, 2021 shall be increased by 3%.
- ii. “Above top step” employees shall receive a 3% increase over their previous year’s salary.

Above top step employees: No new employees will advance to “above top step” status after the 2018-19 school year. Employees who had already advanced to “above top step” as of the 2018-19 school year, and who remain “above top step” after the implementation of the salary increase on September 1, 2019 as described in subsection a.iv. above, will receive salary increases as described in subsections a.-c. above, and will receive a salary increase of \$2,000 for each column the teacher advances during the term of this contract. Said \$2,000 increase for column advancement will be applied before application of the applicable cost-of-living increase.

**SCHEDULE A – TEACHERS’ SALARY SCHEDULES**

2019-2020 Teacher Salary Scale

3.0% FY20	[BA]	[BA+15]	MA	MA15	MA30
1	\$43,878	\$45,423	\$46,968	\$48,513	\$50,058
2	\$45,423	\$46,968	\$48,513	\$50,058	\$51,603
3	\$47,071	\$48,616	\$50,367	\$51,912	\$53,457
4	\$48,719	\$50,264	\$52,067	\$53,560	\$55,105
5	\$50,367	\$51,912	\$53,818	\$55,363	\$57,062

6	\$52,015	\$52,736	\$55,723	\$57,268	\$58,813
7	\$52,839	\$53,560	\$57,835	\$59,380	\$60,925
8	\$53,663	\$54,384	\$59,946	\$61,697	\$63,500
9	\$54,487	\$55,208	\$62,212	\$64,015	\$65,817
10	\$55,311	\$56,032	\$64,890	\$66,693	\$68,495
11	\$56,135	\$56,856	\$67,980	\$70,040	\$72,100
12	\$56,959	\$57,680	\$71,379	\$73,892	\$76,246
13	\$0	\$0	\$74,675	\$77,250	\$79,722
14	\$0	\$0	\$78,035	\$80,726	\$83,309

2020-2021 Teacher Salary Scale

3.0% FY21

	[BA]	[BA+15]	MA	MA15	MA30	MA45	MA60	MA75
1	\$45,194	\$46,786	\$48,377	\$49,968	\$51,560	\$53,560	\$55,560	\$57,560
2	\$46,786	\$48,377	\$49,968	\$51,560	\$53,151	\$55,151	\$57,151	\$59,151
3	\$48,483	\$50,074	\$51,878	\$53,469	\$55,061	\$57,061	\$59,061	\$61,061
4	\$50,181	\$51,772	\$53,628	\$55,167	\$56,758	\$58,758	\$60,758	\$62,758
5	\$51,878	\$53,469	\$55,432	\$57,023	\$58,774	\$60,774	\$62,774	\$64,774
6	\$53,575	\$54,318	\$57,395	\$58,986	\$60,577	\$62,577	\$64,577	\$66,577
7	\$54,424	\$55,167	\$59,570	\$61,161	\$62,752	\$64,752	\$66,752	\$68,752
8	\$55,273	\$56,016	\$61,744	\$63,548	\$65,404	\$67,404	\$69,404	\$71,404

9	\$56,122	\$56,864	\$64,078	\$65,935	\$67,792	\$69,792	\$71,792	\$73,792
10	\$56,970	\$57,713	\$66,837	\$68,693	\$70,550	\$72,550	\$74,550	\$76,550
11	\$57,819	\$58,562	\$70,019	\$72,141	\$74,263	\$76,263	\$78,263	\$80,263
12	\$58,668	\$59,410	\$73,520	\$76,109	\$78,533	\$80,533	\$82,533	\$84,533
13	\$0	\$0	\$76,915	\$79,568	\$82,114	\$84,114	\$86,114	\$88,114
14	\$0	\$0	\$80,376	\$83,148	\$85,809	\$87,809	\$89,809	\$91,809

2021-2022 Teacher Salary Scale

3.0% FY22								
	[BA]	[BA+15]	MA	MA15	MA30	MA45	MA60	MA75
1	\$46,550	\$48,189	\$49,828	\$51,467	\$53,107	\$55,167	\$57,227	\$59,287
2	\$48,189	\$49,828	\$51,467	\$53,107	\$54,746	\$56,806	\$58,866	\$60,926
3	\$49,938	\$51,577	\$53,434	\$55,073	\$56,713	\$58,773	\$60,833	\$62,893
4	\$51,686	\$53,325	\$55,237	\$56,822	\$58,461	\$60,521	\$62,581	\$64,641

5	\$53,434	\$55,073	\$57,095	\$58,734	\$60,537	\$62,597	\$64,657	\$66,717
6	\$55,183	\$55,948	\$59,117	\$60,756	\$62,395	\$64,455	\$66,515	\$68,575
7	\$56,057	\$56,822	\$61,357	\$62,996	\$64,635	\$66,695	\$68,755	\$70,815
8	\$56,931	\$57,696	\$63,597	\$65,454	\$67,367	\$69,427	\$71,487	\$73,547
9	\$57,805	\$58,570	\$66,001	\$67,913	\$69,825	\$71,885	\$73,945	\$76,005
10	\$58,679	\$59,444	\$68,842	\$70,754	\$72,666	\$74,726	\$76,786	\$78,846
11	\$59,554	\$60,319	\$72,120	\$74,305	\$76,491	\$78,551	\$80,611	\$82,671
12	\$60,428	\$61,193	\$75,726	\$78,392	\$80,889	\$82,949	\$85,009	\$87,069
13	\$0	\$0	\$79,223	\$81,955	\$84,577	\$86,637	\$88,697	\$90,757
14	\$0	\$0	\$82,788	\$85,642	\$88,383	\$90,443	\$92,503	\$94,563

2019 – 2022 Above Top Step Salaries (Doles Not Include Lane Changes)

<b>Above Top Step</b>	<b>FY19 Salary</b>	<b>FY20</b>	<b>FY21</b>	<b>FY22</b>
RN12- Max	\$ 56,138	\$ 57,822	\$ 59,557	\$ 61,344
BA+15 Max Step	\$ 58,235	\$ 59,982	\$ 61,781	\$ 63,634
BA (1) Max Step-	\$ 67,396	\$ 69,418	\$ 71,501	\$ 73,646
BA (2) Max Step	\$ 68,908	\$ 70,976	\$ 73,105	\$ 75,298
RN Max Step-	\$ 68,989	\$ 71,059	\$ 73,191	\$ 75,386
BA+15 (3) Max Step	\$ 70,826	\$ 72,951	\$ 75,139	\$ 77,393
MA Max Step (3)	\$ 77,296	\$ 79,615	\$ 82,003	\$ 84,463
MA Max Step (2)	\$ 78,599	\$ 80,957	\$ 83,386	\$ 85,888
MA+15 Max Step	\$ 79,468	\$ 81,853	\$ 84,308	\$ 86,837
MA Max Step	\$ 79,794	\$ 82,188	\$ 84,654	\$ 87,193
MA+30 Max Step -2	\$ 81,636	\$ 84,085	\$ 86,608	\$ 89,206
MA+15 Max Step-2	\$ 81,846	\$ 84,302	\$ 86,831	\$ 89,436
MA+15 Max Step -3	\$ 81,904	\$ 84,361	\$ 86,892	\$ 89,499
MA+15 Max Step-4	\$ 81,967	\$ 84,426	\$ 86,959	\$ 89,568
MA+30 Max Step -3	\$ 82,824	\$ 85,309	\$ 87,868	\$ 90,504
MA+30 Max Step-4	\$ 83,054	\$ 85,545	\$ 88,111	\$ 90,755
MA+30 Max Step -5	\$ 84,019	\$ 86,540	\$ 89,136	\$ 91,810
MA + 30 (6)	\$ 84,140	\$ 86,664	\$ 89,264	\$ 91,942
MA+30 Max Step-7	\$ 84,249	\$ 86,776	\$ 89,379	\$ 92,061
SH (1) Max Step	\$ 86,615	\$ 89,214	\$ 91,890	\$ 94,647
MA + 30 (8)	\$ 87,498	\$ 90,123	\$ 92,827	\$ 95,612
MA+30 (1) Max Step	\$ 90,921	\$ 93,648	\$ 96,458	\$ 99,352

Please Note: There will also be no additional educators added to this category of “Above Top Step”. In addition, there may be some educators who will be removed from the “Above Top Step” status to the newly created Step 14 due to this newly created Step 14 having a higher salary than remaining in “Above Top Step”.

### **SCHEDULE C EXTRACURRICULAR AND STUDENT SUPPORT POSITIONS**

Regarding Schedule C stipendiary positions:

1. Schedule C stipends paid to teachers are subject to MTRS (Massachusetts Teachers' Retirement System) withholding and count for MTRS credit.
2. All stipendiary positions in the following schedules will be posted in the spring, with the exception of athletic positions, which will be posted on the following schedule: Fall sports – January; Winter sports – April; Spring sports – June. Teachers wishing either to continue in the same position or to apply for a position should send a brief email to the activity supervisor (building principal, Athletic Director, or Assistant Superintendent/Superintendent) within ten (10) school days stating such interest.
3. All positions are one-year appointments, and the final decision rests with the supervisor.
4. All duties/responsibilities must be fulfilled before the supervisor verifies completion of the activity and submits a request for final payment. Payment of the stipend (less retirement and taxes, where appropriate) will be dispersed in a timely fashion following verification by the supervisor.
5. All monetary amounts for stipend positions are subject to contract negotiations. Positions will be filled according to need and available funding. All after-school activities will be based on proposals presented to an approved by the Superintendent or designee, subject to available funds. These activities may be subject to a cap on number of hours and/or total compensation.
6. The funding and filling of all Schedule C positions is at the discretion of the Regional School Committee and its designee(s). General job descriptions governing athletics, activities/clubs, and professional positions in Schedule C are available upon request. Duties/responsibilities can be added to the job descriptions as each category warrants.

**SCHEDULE C RATES 2019 THROUGH 2022**

<b>Athletics</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>Season/Year</b>
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Cheerleading Coach	\$2,927	\$3,015	\$3,106	Fall
Football Head Coach	\$7,013	\$7,224	\$7,440	Fall
Football Assistant Coach	\$4,086	\$4,209	\$4,335	Fall
Volleyball Head Coach	\$4,086	\$4,209	\$4,335	Fall
Volleyball Assistant Coach	\$2,927	\$3,015	\$3,106	Fall
Girls Soccer Head Coach	\$4,086	\$4,209	\$4,335	Fall
Boys Soccer Head Coach	\$4,086	\$4,209	\$4,335	Fall
JV Boys Soccer Head Coach	\$2,927	\$3,015	\$3,106	Fall
JV Girls Soccer Head Coach	\$2,927	\$3,015	\$3,106	Fall
Boys Basketball Head Coach	\$5,689	\$5,859	\$6,035	Winter
Boys Basketball Assistant Coach	\$4,086	\$4,209	\$4,335	Winter
Girls Basketball Head Coach	\$5,689	\$5,859	\$6,035	Winter
Girls Basketball Assistant Coach	\$4,086	\$4,209	\$4,335	Winter
Baseball Head Coach	\$4,086	\$4,209	\$4,335	Spring
Baseball Assistant Coach	\$2,927	\$3,015	\$3,106	Spring
Softball Head Coach	\$4,086	\$4,209	\$4,335	Spring
Softball Assistant Coach	\$2,927	\$3,015	\$3,106	Spring
Boys Track Head Coach	\$4,086	\$4,209	\$4,335	Spring
Boys Track Assistant Coach	\$2,927	\$3,015	\$3,106	Spring
Girls Track Head Coach	\$4,086	\$4,209	\$4,335	Spring
Girls Track Assistant Coach	\$2,927	\$3,015	\$3,106	Spring
Winter Track Head Coach	\$4,086	\$4,209	\$4,335	Winter
Winter Indoor Track Assistant Coach	\$2,927	\$3,015	\$3,106	Winter
Golf Head Coach	\$3,259	\$3,357	\$3,457	Fall
Cross Country Coach	\$4,086	\$4,209	\$4,335	Fall
Unified Track Coach	\$2,000	\$2,060	\$2,122	Spring
Unified Track Assistant Coach	\$1,000	\$1,030	\$1,061	Spring
Unified Basketball Coach	\$2,000	\$2,060	\$2,122	Fall
Middle School Softball Head Coach	\$2,045	\$2,106	\$2,169	Spring
Middle School Baseball Head Coach	\$2,045	\$2,106	\$2,169	Spring
Middle School Boys Basketball Head Coach	\$2,872	\$2,958	\$3,047	Winter

Middle School Girls Basketball Head Coach	\$2,872	\$2,958	\$3,047	Winter
Middle School Cheerleading Head Coach	\$1,492	\$1,537	\$1,583	Winter
Middle School Boys Soccer Head Coach	\$2,045	\$2,106	\$2,169	Fall
Middle School Girls Soccer Head Coach	\$2,045	\$2,106	\$2,169	Fall
Middle School Volleyball Coach	\$2,000	\$2,060	\$2,122	Fall

<b>Activities</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>Season/ Year</b>
High School Student Council	\$2,209	\$2,276	\$2,344	Year
High School Year Book Advisor	\$1,989	\$2,049	\$2,110	Year
High School Band Director	\$2,486	\$2,561	\$2,638	Year
Jazz Band Director	\$1,327	\$1,366	\$1,407	Year
High School Chorus Director	\$1,327	\$1,366	\$1,407	Year
Senior Class Advisor	\$1,989	\$2,049	\$2,110	Year
Junior Class Advisor	\$1,051	\$1,082	\$1,115	Year
Sophomore Class Advisor	\$1,051	\$1,082	\$1,115	Year
Freshman Class Advisor	\$1,051	\$1,082	\$1,115	Year
High School National Honor Society	\$1,105	\$1,138	\$1,172	Year
High School Musical Director (drama)	\$2,651	\$2,731	\$2,813	Fall & Spring
High School Musical Asst. Director (music)	\$1,989	\$2,049	\$2,110	Year
Robotics Coordinator	\$2,123	\$2,187	\$2,252	Year
Mock Trial Coach	\$1,700	\$1,751	\$1,804	Year
Model U.N. Advisor	\$1,700	\$1,751	\$1,804	Year
Leadership Club Advisor	\$1,700	\$1,751	\$1,804	Year
Literary Magazine Advisor	\$1,700	\$1,751	\$1,804	Year
Middle School Yearbook	\$1,051	\$1,082	\$1,115	Year
Middle School Student Council	\$1,492	\$1,537	\$1,583	Year

Middle School Chorus Director	\$1,327	\$1,366	\$1,407	Year
Middle School Band Director	\$2,100	\$2,163	\$2,228	Year
Middle School Musical Director	\$1,989	\$2,049	\$2,110	Year
Middle School Asst. Musical Director	\$1,767	\$1,821	\$1,875	Year
Middle School Ski Club	\$829	\$854	\$880	Winter
Mountain Classroom Coordinator	\$400	\$412	\$424	Year
Nature's Classroom Coordinator	\$400	\$412	\$424	Year
Washington D.C. Coordinator	\$400	\$412	\$424	Year
Destination Imagination	\$1,105	\$1,138	\$1,172	Year
Elementary Chorus Director (PH)	\$1,306	\$1,345	\$1,386	Year
Elementary Chorus Director (LAW)	\$1,306	\$1,345	\$1,386	Year

<b>Professional Support</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>Season/ Year</b>
Mentors	\$719	\$741	\$763	Year
District Mentor Coordinator	\$719	\$741	\$763	Year
Curriculum Leaders (PreK-12)	\$2,240	\$2,307	\$2,376	Year
Guidance Leader (PreK-12)	\$1,621	\$1,670	\$1,720	Year
High School AP Coordinator	\$1,105	\$1,138	\$1,172	Year
EL Coordinator	\$2,209	\$2,276	\$2,344	Year
Library Coordinator	\$2,209	\$2,276	\$2,344	Year
Curriculum Development	\$33.11	\$34.11	\$35.13	Hourly
Professional Rate	\$33.11	\$34.11	\$35.13	Hourly

**WHEREFORE**, intending to be bound, the parties have executed this agreement this \_\_\_\_\_th day of \_\_\_\_\_, 2019.

For the Ayer Shirley Regional School  
Committee:

\_\_\_\_\_  
\_\_\_\_\_

For the Ayer Shirley Regional  
Education Association:

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**APPENDIX A PROFESSIONAL GROWTH AND EDUCATOR EVALUATION**

The evaluation of teachers shall be done in accordance with the provisions of the “ASRSD Model for Professional Growth and Educator Evaluation.” The said document is an integral part of this Agreement by reference and as Appendix A.

