

**AGREEMENT BETWEEN
MIDDLETON SCHOOL COMMITTEE
AND
MIDDLETON EDUCATORS' ASSOCIATION**

September 1 2013 – August 31, 2016

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AGREEMENT

between the

MIDDLETON SCHOOL COMMITTEE

and the

MIDDLETON EDUCATORS' ASSOCIATION

September 1, 2013 through August 31, 2016

This Agreement is made between the MIDDLETON SCHOOL COMMITTEE and the MIDDLETON EDUCATORS' ASSOCIATION PURSUANT TO M.G.L. CHAPTER 150E, entered into on this 12th of August 2013.

The Middleton School Committee will hereinafter be referred to as the "Committee".

The Middleton Educators' Association will hereinafter be referred to as the "Association".

ARTICLE I

RECOGNITION

1. For purposes of collective bargaining on questions of wages, hours, and conditions of employment, the Committee recognizes the Association as the exclusive representative of all the teaching staff, specialists, and the School Nurse excluding the Superintendent, Supervising Principal, substitute teachers, Administrator of Special Education, Special Education Coordinators, Assistant Superintendent, Director of School Facilities and Operations, Technology Coordinator, Director of Curriculum, Curriculum Coordinators and personnel funded by Federal, State or other than local appropriations. Said members, shall hereinafter be referred to as "teachers." Effective September 1, 2011, the Committee agrees to include in the bargaining unit Library Media Specialists and Technology Integration Specialists, who are licensed by the Department of Elementary and Secondary Education.
2. Unless another employee organization shall have been designated as the exclusive representative of the teachers, the Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association as the representative of the teachers for the purposes specified in Section 1.

ARTICLE II

DURATION

1. This Agreement is executed and effective this 12th day of August for the period September 1, 2013 through August 31, 2016. Negotiations for a new contract shall commence upon notification to the Committee by the Association on or before October 1, 2015, and the Agreement shall remain in full force and effect during such negotiation, except that the Agreement shall terminate on August 31, 2016 unless extended by new mutual Agreement.

2. The receipt of any written notice under Section 1 shall be acknowledged in writing by the party to this Agreement receiving such notice within ten (10) school days of its receipt. Negotiations concerning the subject matter referred to in any such notice shall commence not later than ten (10) school days from the date of the acknowledgment in writing of such notice.

ARTICLE III

DISCLAIMER

1. As to all matters covered by this Agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and policy, practice, procedure, custom or writing not incorporated in the Agreement.
2. If any provision of this Agreement, or any application of this Agreement to any teacher, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
3. The parties agree that each has exercised its right to bargain for any provision it wished to be included in the Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in this Agreement, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the authority, powers, responsibilities and rights provided by and under the laws of Massachusetts in the control, direction and management of the Middleton School System. No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice.
4. The Committee will not take any reprisals of any kind against any teacher by reason of his/her membership in the Association or participation in its activities.
5. Once a teacher has reported his/her unavailability for work it will not be his/her responsibility to arrange for a substitute teacher.
6. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary, in order to permit their participation in such meetings.

ARTICLE IV

TEACHING HOURS

1. The Committee determines, subject to law and applicable regulation of superior authority, the length of the school day and the number of school days in the school year. The length of the school day shall not exceed six (6) hours and thirty (30) minutes. The school day for a particular school is the period commencing at the time by which students must be present and ending at the time of general student dismissal. Students will not be released to their classroom more than five

(5) minutes prior to the start time. The student day for grades K-6 will be 8:30 a.m. - 3:00 p.m. The student day for prekindergarten may start as early as 8:00 a.m.

In the case of schools operating on a school day divided into two sessions, the school day shall not include the interval between the time of general pupil dismissal from the first session and the time by which pupils must be present for the second session. Prior to the commencement of a school year the Committee shall fix, and shall advise teachers and the Association of, the starting and ending times for each school in the system. The Committee will consult with the Association prior to the establishment of the School Calendar.

2. The teacher day is the period during which a teacher is required to be present in a school or schools. For teacher assigned to a particular school, the regular teacher day shall commence not more than ten (10) minutes before the start of the school day and end not more than forty (40) minutes after the end of the school day, the last twenty five (25) minutes of which will be designated as planning time. Teachers will have the option of shifting the twenty-five (25) minutes of preparation time from the end of the day to prior to the beginning of the school day. Teachers who choose to shift the twenty-five (25) minutes of preparation time will report from 7:55 a.m. to 3:15 p.m. Teachers maintaining the existing schedule will report from 8:20 a.m. to 3:40 p.m. In either case the teacher day will be seven (7) hours and twenty (20) minutes. School will not be in session the Friday before Labor Day, or after December 23rd prior to the December vacation break.

Preschool Teachers - In the event the preschool hours do not follow the K-6 hours, the Association will be informed by April 1st of the year preceding the change.

Once per month, teachers shall use the twenty-five (25) minutes of planning time for job-a-like meetings. The purpose of these meetings is to enhance the instructional program by providing increased opportunities for communication among teachers at each grade level and/or across grade levels on core subject areas consistent with District Goals and School Improvement Plans.

The schedule and agenda shall be determined by the teachers on a trimester basis with input from the Building Principal. Said meetings shall not be scheduled on Fridays or any day before a holiday, long weekend or vacation. The Principal shall be able to attend these meetings at his/her discretion.

A written record will be kept of the topics discussed and decisions made at each meeting. The record will be provided to the Building Principal in a timely manner.

For up to fourteen (14) days in each school year, the teacher day may be extended by sixty (60) minutes for meetings. These meetings, but no more than one day per week and with five (5) or more school days' notice, may be scheduled by the Principal for professional purposes and in the case of special education personnel may be scheduled by the Principal in consultation with the Assistant Superintendent of Student Services and/or Special Education Coordinator. The extended day, however, shall not be scheduled for a Friday. The requirement for teachers to be present after the pupil day is waived on Friday, providing the children have been dismissed. For teachers, other than part-time teachers not assigned to a particular school, the teacher day shall commence and end at such times as may be determined on the basis of the schedule of the particular teacher. The teacher day for part-time teachers shall be as determined on the basis of the particular teacher's assignment.

Before the commencement of each school year, the Committee shall approve a schedule of early release days for that year. If the practice of early release days is continued, four (4) early release days shall be used by teachers for parent conferences. These would normally occur on the two

(2) early release days after the first and second report cards have been issued. Students shall be released at 12:10 p.m. on two (2) days in the spring for parent conferences after the second Trimester report card.

Early Release days will not be used for faculty meetings.

3. Each teacher assigned to a school operating on a single-session basis and whose consecutive hours of required attendance equal or exceed five and one-half shall be scheduled to have a duty-free period for lunch each day of at least forty (40) minutes, except in the case of an emergency in which appropriate coverage by lunchroom aides is not available. It is further understood that the Building Principal will provide teachers with fifteen (15) minutes of duty free time each day. Students' classes with specialists; Physical Education, Art, Music, Library and Computer shall be treated as teacher preparation. These preparation periods shall be forty (40) minutes in duration. It is expected that grade level and other teams will use one (1) specialist period during each four (4) week cycle for job-alike meetings.

Preschool teachers who are full time will have two-hundred (200) minutes of preparation time per week even though preschool students do not have specialists (Physical Education, Music, Art, Library and Computer). Preparation time will be in increments not less than thirty (30) consecutive minutes. Part time Preschool teachers will have a proportionally equivalent amount of preparation time.

4. Whatever the Committee may fix as the scheduled number of school days in the school year, teachers, other than newly employed teachers, shall not be required to be present more than four (4) days more than the number of days pupils are required by law to be in attendance in any twelve-month period commencing not earlier than Monday prior to Labor Day unless additional compensation as provided in Section 5 is paid for attendance in excess of such four (4) days and shall not be required to be present on any day after June 30th until the beginning of the next teacher work year, which may begin up to Monday prior to Labor Day as determined by the Committee. For other than newly hired teachers, one day will be used which shall be the day prior to the first pupil day. The other three (3) days will be used for professional development, and shall be scheduled during or contiguous to the work year. The Committee agrees to consult with the Association prior to the scheduling of these days. Newly employed teachers may be required to be present an additional two (2) days prior to the commencement of the first school year of employment.
5. If a teacher is required to be present in any twelve-month period more than the number of days determined pursuant to Section 4, he/she shall receive additional compensation at the rate of 1/184th of his/her annual rate for each additional day of required presence.
6. In cases of (a) shortage of personnel because of absence, (b) unavailability of facilities or (c) other emergency, the requirements of Sections 2, 3, and 4 shall not apply to the extent and for the period necessary to maintain the scheduled educational program of the Middleton School System.
7. The parties agree that the instructional responsibilities of teachers include preparing teaching materials, giving help to individual pupils and conferring with parents, principals and other administrators and these responsibilities should, to the greatest possible extent, be fulfilled outside of scheduled teaching periods. The parties recognize the importance of the use of electronic information in instructional responsibilities and in developing tools to facilitate communication between pupils, parents, principals and other administrators. The parties will form a Technology Advisory Committee which will make recommendations on the use of technology on/or before June 30th each year of the Agreement. All teachers will complete the Department of Education Technology Skills Assessment Tool (TSAT).

8. Participation by teachers in extracurricular activities sponsored by the Middleton Schools and attendance by teachers at meetings and conferences related to school matters are desirable in the promotion of good public education in Middleton. Participation or attendance by any teacher, however, in any activity or at any meeting other than as may be specifically required hereunder shall be at the option of each teacher in the exercise of his/her professional judgment. Additional compensation for participation in certain activities is provided by Article IV, Section 5. Teachers who volunteer to supervise students during lunch and or lunch recess periods will be compensated in accordance with the annual hourly rate of compensation used to develop the stipend schedule contained in Article XVII.
9. Teachers in fulfilling their professional obligation will provide, when in their estimation it is necessary, extra help sessions after the normal school day.
10. The teachers recognize that the use of electronic information systems such as websites and e-mail is essential in this age of information technology in achieving these instructional responsibilities and will endeavor to use these tools to facilitate communication between pupils, parents, principals and other administrators.

Each teacher will establish a web page by September 15th each year and maintain the web page by updating it on no less than a monthly basis from October to June. At the end of each school year, a committee comprised of at least one teacher representative from each school shall meet with the Superintendent to assess communications for future endeavors.

11. The Committee recognizes that teacher participation in certain Chapter 766 and Section 504 evaluations does require time beyond usual expectation and agrees to provide compensation for this activity at an hourly rate of \$22.00 to a maximum of one and one-half hours compensation for each meeting under the following terms and conditions:
 - (a) "Chapter 766 and Section 504 Evaluation Meetings" shall be defined as those specified in Chapter 71B and Section 504 referring to the annual meeting held to determine the specific elements of the Individual Educational Plan through evaluation, reevaluation, or annual review and specifically excludes meetings for quarterly review of progress.
 - (b) Compensation for attendance at such meetings at times before 8:20 a.m. and after 3:40 p.m. on each regular workday and after 4:00 p.m. on each extended workday shall be made to any teacher required by the Principal to be present. Attendance at such meetings outside the normal teacher day shall not be considered as one of the fourteen (14) extended days provided for in Article IV, Section 2, and Paragraph 6.
 - (c) Teachers shall be responsible for submitting within fifteen (15) days, a voucher for such payment to the School Principal noting the nature, dates, and times of the work performed. Payments will be made to the nearest quarter-hour of the time reported.
- 11.1 The scheduling of evaluation meetings should fall within the normal workday to the extent possible, but not during the duty free lunch period. In the event the meetings fall during class time, a substitute teacher will be called to cover the class of the teacher involved except in emergency situations.
- 11.2 The total amount available for such compensation to all staff combined shall be \$2000 per year.
12. Class Time Restrictions: The School Committee and the Administration agree to make reasonable efforts to restrict teachers being pulled out of the classroom during instructional time

for training and professional development. The Superintendent and the Association will monitor the use of class time at least once a year at the request of either party.

ARTICLE V

STAFFING

1. All teachers will be notified of all openings of summer school or other programs, and teachers who apply for such positions in writing will be notified in writing of the action taken regarding their applications within thirty (30) days. To the greatest extent possible, these positions will be filled by teachers in the school system.
2. The Superintendent shall post a tentative organizational design of all professional positions by April 15th of the school year prior to the assignments. Teachers who desire a change in the nature of their assignments may request in writing, by May 1st of that year, a transfer to a different grade and/or subject areas of their preference. All final actions shall be acknowledged in writing. If the request is denied, the teacher may request and shall be granted a conference to discuss the reasons for the denial.
3. A transfer is defined as a change in assignment for a teacher from one school to another, from one grade level to another, from a specialist position to a classroom position or from a classroom position to a specialist position. In cases of involuntary transfer or reassignment, the teacher involved will be entitled to meet with the Superintendent to discuss the implications of the transfer or reassignment and the teacher's preference in that regard. Such transfers shall be made only for the good of the school system as determined by the Superintendent.

ARTICLE VI

TEXTBOOKS AND SUPPLIES

1. The Committee recognizes that teachers should have a responsible voice in textbook selection and, accordingly, expects that all proposals for discontinuing the use of textbooks and for adoption of new textbooks and for replacement and maintenance of existing educational materials will usually issue from the teachers through their involvement with the curriculum review process. Strong teacher participation on curriculum committees is encouraged and stipends will be offered. These committees shall ordinarily take place after the regular school day.
2. Teacher reimbursement shall be \$150 per year for the duration of the contract. The deadline for the submission of original receipts and expense form to the building principal for reimbursement shall be April 1st of each school year.

ARTICLE VII

DISCIPLINE AND DISMISSAL

1. Statutes applicable. The parties agree that the provisions of Sections 38H, 41 and 42 of Chapter 71 or the General Laws of Massachusetts as shall be applicable to any particular case of proposed suspension, dismissal, demotion or reduction in salary of a teacher shall apply as provisions of this Agreement and that any amendments made to any of said Sections shall constitute amendments of this Agreement. A teacher to whom Section 41 applies is a teacher elsewhere referred to in this Agreement as on professional status.

2. Actions respecting teachers to whom statutes do not apply. The Committee may, at its discretion, retain or terminate the services of a teacher to whom none of the Sections of Chapter 71 cited in 1. above applies.

ARTICLE VIII

REDUCTION IN FORCE

- 1.1 In the event that it is necessary to reduce the teaching staff due to lowered enrollment or insufficient funds, (such as might occur due to the fiscal limitations of Proposition 2 1/2), the Superintendent shall first use natural attrition to make any such reduction (that is, resignation and/or retirement).
- 1.2 If natural attrition does not accomplish the necessary reduction in staff, the Superintendent shall lay off teachers with professional status from the impacted certification area in the inverse order of seniority, except that the Superintendent may retain a junior teacher if he/she can demonstrate that the junior teacher is necessary to maintain a specific program. In such event, the next most junior teacher shall be laid off. A teacher laid off from one area of certification and who is certified in one or more other areas shall be able to displace a less senior teacher in an area of certification in which the displacing teacher is certified. The library media specialist, technology integration specialist and school nurse will constitute separate reduction in force categories. The Association will not grieve any decision to lay off a teacher based on seniority unless the grievant's claim is based on greater seniority.
- 1.3 Seniority is defined as continuous length of service in the bargaining unit commencing with the first day for which compensation was received. Time on paid leave of absence shall be included in one's seniority, but time on unpaid leave of absence shall be deducted from one's seniority. Part time teachers shall receive pro rata seniority. In the event of a tie in seniority, the tie will be broken by close examination of teacher evaluations. If a tie still exists, it will be broken by lottery; the seniority order resulting from the lottery will remain (unless altered as a result of unpaid leave or part time status) until and unless another tie occurs, at which time the same procedure will be again carried out.
- 1.4 In the event a teacher is laid off pursuant to Section 1.2 above, such teacher will have recall rights based on his/her seniority for a period of twenty seven (27) months from the last workday in June through the 30th of the third September directly following the layoff.
- 1.5 The Superintendent agrees not to hire new staff in the event there is/are one or more teachers with recall rights pursuant to paragraph 1.4 above.
- 1.6 Any teacher who is to be laid off shall be notified not later than the June 15th prior to the effective date of layoff.
- 1.7 A seniority list will be published based upon criteria that will be developed by the Superintendent and the Association. This list will be distributed to all teachers.

ARTICLE IX

PROTECTION

1. Teachers will within twenty-four (24) hours report in writing to their Principal all cases of assault suffered by them in connection with their employment.

2. This report will be forwarded via the Superintendent to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
3. The Committee will provide the indemnification for teachers provided by Chapter 258 & 9 of the General Laws of Massachusetts under the conditions set forth in that Section and will include in its budget any appropriation request necessary to provide such indemnification. If a teacher is accused of the commission of a crime while acting as a teacher in the employ of the Committee and is thereafter found not guilty or the matter is dismissed without trial, the Committee will reimburse the teacher for the reasonable expense of his/her defense including but not limited to the fees of an attorney if such attorney shall have been approved by Town Counsel.
4. Whenever a teacher is absent from school as a result of personal injury caused by an accident on Middleton School premises or caused by an assault by a Middleton School pupil while the said teacher is in the performance of his/her duties, and not resulting from the willful, wanton or reckless conduct of the teacher, the Committee will pay to said teacher his/her full salary, less any workman's compensation or insurance award made on account of such injury, until such absence ends or until the end of the then current school year, whichever occurs first. Such an absence will not be charged to the annual or accumulated sick leave to which such teacher may be otherwise entitled. Any teacher claiming the benefits of this provision shall comply with the provisions' of Article X of this Agreement relating to the providing of a doctor's certificate.

ARTICLE X

SICK LEAVE

1. Sick leave shall be defined as payment to employees while on pay status and not at work, which shall be granted to a teacher for:
 - (a) illness
 - (b) injury
 - (c) disability relating to a physical condition which required a doctor or hospital care, under the terms and conditions set forth in this Article.
- 1.2 A teacher may use up to three of his/her available sick leave days per school year for illness of a member of the teacher's household. Days available to be used for this purpose are not cumulative from year to year. Days for family illness in a given year beyond the three shall not be paid.
2. A teacher, in order to be eligible to use sick leave, must notify the Principal, on or before the first day of any absence for which he/she intends to use sick leave. The notice shall contain the nature of the illness, injury, or disability and, if possible at the time, an estimate of the date the teacher expects to return to work. A teacher absent and obtaining sick leave payments is expected to keep the Principal informed of the progress of the illness, injury or disability.
3. In any case where a teacher claims to be ill, sick or disabled as set forth in paragraph 1, after five (5) consecutive school days, upon request of the Superintendent, the teacher shall furnish a report from the teacher's attending physician certifying the cause of the absence. Additional reports from the attending physician shall be furnished as requested by the Superintendent in connection with a prolonged illness. Such reports, when requested by the Superintendent, shall contain a medical diagnosis, designation of the specific illness, injury or condition for which the sick leave

is used or requested and a prognosis including, to the best ability of the physician, an estimated date of the time of recovery.

4. Each teacher with professional teacher status shall be credited with fifteen (15) days for sick leave payments in each school year effective the first day of each school year. Each teacher without professional teacher status shall receive twelve (12) days for sick leave payment provided that such credit shall be made only after the teacher has first reported to work and has actually worked at the job for at least one month, whereupon the teacher will be credited with six (6) sick leave days at the end of September and one (1) day at the end of each month October through March. The availability of sick day payments shall be pro-rated for part-time employees based on the percentage of full time equivalence work per week.
5. Any employee claiming pay under this Article if absent for more than ten (10) consecutive school days shall be, if requested, examined by a physician chosen by the Committee at its expense.
6. Sick leave may be accumulated from year to year to the extent that maximum number of accumulated leave days available does not exceed 182. Any teacher who, with the additional annual allotment of fifteen (15) days at the beginning of the 1994/5 school year, has an accumulated total of sick leave days in excess of 182 shall retain that total as his/her maximum available accumulation.
7. By October 1st of each school year each teacher shall be notified in writing of the number of accumulated sick days he/she has as of the beginning of the school year, said figure to include the number of accumulated days as of the end of the prior school year plus one's allotment of days for the new year.

ARTICLE XI

SICK LEAVE BANK

1. The Committee and the Association agree to organize and jointly administer a Sick Leave Bank for teachers subject to the following conditions:
 - 1.1 First year teachers will not be eligible for membership in the Sick Leave Bank. Membership for other than first year teachers is compulsory.
 - 1.2 The bank will be funded by an initial contribution of days to be decided annually in September by the Sick Leave Bank Committee. Such contribution will be from one (1) to five (5) days (non-refundable) and contributed equally by all teachers.
 - 1.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) representatives of the Middleton Educators' Association, the Superintendent of Schools, one School Committee member and a Superintendent designee from the administration.
 - 1.4 A member must first have exhausted all accumulated sick leave days before the member will be eligible for use of the bank.
 - 1.5 Application shall be made in writing to the Sick Leave Bank Committee for an initial grant not to exceed fifteen (15) days. Proof of need from the member's physician shall accompany said application. If need continues beyond fifteen (15) days for any other unit member, reapplication may be made for extensions of up to a maximum of fifteen (15) days in each instance, with the Sick Leave Bank Committee having sole authority to act on each request by a member of the Sick Leave Bank. No member shall receive more than sixty (60) days from the Sick Leave Bank

during one (1) school year, or no more than sixty (60) days for a period of absence which extends into a second school year provided that additional sick leave may be granted at the discretion of the Superintendent with input from the Sick Leave Bank Committee. A teacher suffering from a serious illness, who will eventually need all sixty (60) days of Sick Leave Bank coverage may make one request for the entire (60) days.

1.6 Subject to the provision of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Bank and in determining the amount of leave:

- (a) Adequate medical evidence of prolonged and/or serious illness or injury.
- (b) History of prior utilization of sick leave.

1.7 The decision of the Sick Leave Bank Committee regarding any request for any sick leave days shall be final and binding and not subject to appeal, except for reconsideration to the Sick Leave Bank Committee, and not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCES

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

1.1 Up to five (5) days each time there is a death of a teacher's spouse, child, parent, father-in-law, mother-in-law or sibling or grandparent or of another relative who is a member of the teacher's immediate household and in substance occupied a similar relationship to the teacher. Leave for the death of other persons in order to attend a funeral may be granted by the Superintendent.

1.2 Up to ten (10) days for involuntary temporary active duty in any unit of the armed forces of which the teacher was a member at the commencement of the school year. Pay for such leave shall be the difference between the salary, exclusive of the stipends, of the teacher under this Agreement for the period of such leave and the pay and allowance which he receives from such active duty service as evidenced by pay vouchers submitted as a prerequisite for the receipt of pay from the Middleton Public Schools.

1.3 Such leaves as the Superintendent may approve for the purpose of attending educational conventions, professional meetings, training institutes and for visiting schools, and other activities having a demonstrable relationship for the improvement of professional skills and expertise.

1.4 No more than three (3) days of leave for the compelling purpose of transacting or attending to legal business, household or family matters of hardship or other pressing need and not merely personal convenience; provided, however, that at least three (3) days prior notice of each absence is given the Superintendent, utilizing a specific form (Appendix C) for this purpose, except in emergency cases. Compelling cause days shall not be used to extend long weekends or vacations or on consecutive school days except as approved by the Superintendent. This shall be prorated for part-time teachers.

The pro-ration schedule is as follows:

<u>Workweek</u>	<u>Available Compelling Cause Days</u>
One Day	None
Two Days	One
Three or Four Days	Two

- 1.5 The Superintendent may approve additional days for leave. In the event the Superintendent deems it a significant obligation request for additional leave under this section, the teacher may take such leave, provided he/she pays the cost of the substitute by deduction of that cost from his/her paycheck.
- 1.6 All requests for leave taken under Section 1.3 of this Article will be in writing. Such requests shall be made when possible ten (10) days prior to the day requested for the absence. The Superintendent shall respond to such request for absence within five (5) days from date of the request when possible.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

1. All leaves granted under this Article shall be without pay.
2. Child Bearing Leave
 - 2.1 In accordance with the provision as stated in General Laws, Chapter 149, Section 105D, a leave of absence without pay, for the purpose of giving birth to a child shall be granted to any teacher who applies at least two (2) weeks in advance of the anticipated date of delivery, for a period not to exceed eight (8) weeks or for a period of twelve (12) weeks for a teacher who is eligible for the Family Medical Leave Act of 1993 (26 USC 2611).
 - 2.2 Within said eight-week (8) period, the teacher may elect during such time she is physically disabled in connection with a pregnancy and/or delivery (as certified by her physician) to use her accumulated sick leave to the extent of its availability.
3. Child Rearing/Adoption Leave
 - 3.1 Leave for childrearing shall be granted by the Superintendent up to the first or second September following the birth or adoption of the child. A teacher intending to return to work shall notify the Superintendent on or before February 15th immediately preceding the September of such return. Within the first four (4) week period of such an adoption leave, the teacher may elect to use his/her accumulated sick leave to the extent of its availability.
4. To the extent applicable, bargaining unit members will be entitled to rights under the Family and Medical Leave Act of 1993, (29 USC 2611).
5. A teacher whose absence resulting from his/her illness or accident continues beyond the period compensated under Articles X and XI will be granted additional leave for the period of such continuing absence not, however, beyond the end of the school year in which the compensated period ends.
6. Government Programs & Military Service
 - 6.1 A leave of absence of up to two (2) years will be granted to any teacher with professional teacher status who joins the Action Corps or other similar government sponsored volunteer program as a full-time participant. A leave may not be taken under this section by any individual more than once every ten (10) years. Applications for leave under this Section must be filed in writing with the Superintendent not later than the January 1st before the school year in which the leave is

proposed to commence. Each teacher on such leave shall notify the Superintendent in writing of his/her intention to return not later than the February 15th prior to the school year in which he/she intends to return. A teacher who fails to give such notice need not be returned to active employment.

- 6.2 Military leave will be granted to any teacher who is inducted or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service required by such induction, call, or enlistment. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent
- 7.1 Any teacher desiring a leave of absence other than those described in Section 2, or an extension of leave previously granted, shall apply in writing to the Superintendent indicating the period of proposed absence and the reasons therefore. The Superintendent shall promptly advise in writing each applicant of the granting or denial of such leave. The Committee need not grant any leave under this Article, whether or not the applicant qualified otherwise, if the granting of such leave would increase the total number of teachers on leave under this Article to a number more than two.
- 7.2 Each teacher on such leave shall notify the Superintendent in writing of his/her intention to return not later than February 15th prior to the school year in which he/she intends to return. A teacher who fails to give such notice need not be returned to active employment.
- 8.1 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and, except as otherwise provided in Section 2.2, he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her leave began. A teacher shall not, however, be entitled upon his/her return to benefits based upon service during the period of such leave, except as otherwise provided in Section 2.2 as to salary.
- 8.2 Upon his/her return from a leave of absence taken pursuant to Sections 2 through 7, an effort will be made to assign a teacher to the same position which he/she held at the time the leave commenced, provided that assignment is in the best interests of the school and students.
- 8.3 Anything in this Agreement to the contrary notwithstanding, it is agreed that no teacher without professional status granted any leave under this Article shall be deemed to be serving in the Middleton School System for the purposes of General Laws, Chapter 71, Section 41 for the period of such leave.

ARTICLE XIV

SABBATICAL LEAVE

1. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Committee will grant sabbatical leaves as follows:
 - 1.1 No more than one (1) teacher may be absent on sabbatical leave at any one time, and sabbatical leave shall be for one school year.
 - 1.2 Only a teacher who has completed seven (7) years of professional service in the Middleton School System shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he/she has completed seven (7) years of professional service in Middleton after return from such leave.

- 1.3 Any teacher who desires to apply for sabbatical leave shall submit such application by December 31st to the Superintendent in writing in such form as the Superintendent may require by generally applicable regulation.
- 1.4 In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study to the Middleton School System and relationship to professional growth of applicant and urgency of proposed research or study.
- 1.5 The Superintendent shall make his recommendation to the Committee which shall act thereon not later than April following the submission of the application.
2. Any teacher accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.
3. When the sabbatical leave has been completed, the teacher shall submit a report of his research or study for the Committee in such form as has been determined by the Superintendent.
4. The Committee will inform any teacher on sabbatical leave of the opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.
5. Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position or to the same position if it is available.
6. A teacher taking sabbatical leave for one (1) year shall receive one-half salary at the step paid prior to commencement of such sabbatical leave based on the current salary schedule. A teacher taking sabbatical leave for one half of a year shall receive the full salary for that one-half year at the step paid prior to commencement of such sabbatical leave based on the current salary schedule.
7. All benefits to which a teacher was entitled at the time his/her sabbatical leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her sabbatical leave began. A teacher shall not, however, be entitled upon his/her return to benefits based upon service during the period of such leave.

ARTICLE XV

INSURANCE AND ANNUITY

1. Teachers may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Middleton pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan.
2. The parties agree to establish a study committee to continue the discussion regarding long term disability. The committee will investigate the issues surrounding long term disability and report back to the Middleton School Committee and Middleton Educations' Association no later than May 15, 2007.

3. Effective July 1, 2011, the Town will implement the tiered health insurance plan Network Blue Options v.3. The Town will establish a Health Reimbursement Account (HRA) which will reimburse employees \$200.00 for hospital co-pays.

The Town will reimburse covered employees who are hospitalized at the rate of \$200 per admittance upon submission of a dated receipt showing payment of the deductible through a Health Reimbursement Account (HRA).

4. The Town will fund the full costs of an employee's Flexible Spending Account (FSA) including all application, annual, and debit card fees associated and billed to the Town for establishing, maintaining, and administering the FSA.
5. The Town will investigate and assist in the establishment of a Voluntary Employee Beneficiary Association (VEBA Trust), which can be used as a retirement medical savings account.

ARTICLE XVI

TUITION REIMBURSEMENT

- 1.1 The Middleton Public Schools agrees to provide reimbursement to full time teachers (pro-rated for part-time teachers) of the tuition costs for courses, and or other programs completed, taken at accredited colleges and universities under the following conditions:
 - (a) The course must be approved in advance by the Superintendent and must carry college credit. Upon submission of the proposed course into "My Learning Plan", the Superintendent will respond to such a request within ten (10) school days. The decision of the Superintendent to approve or disapprove a proposed course for credit and/or reimbursement shall be deemed final and shall not be subject to any grievance procedure.
 - (b) Once a course is approved, submission of the course grade/transcript will be deemed sufficient proof of completion for reimbursement. In the case of program for which grades are provided, a minimum grade of B or its equivalent will be considered as evidence of successful completion.
- 1.2 The teacher will be reimbursed for 50% of the out-of-pocket payments for tuition based upon the current tuition rate at Salem State College after the submission of proof of payment of the tuition bill, a copy of the approved course approval form, and an official grade report/transcript from the college or university awarding credit.
- 2.1 Reimbursement to teachers will be made in a manner that provides for equitable access to all teachers who successfully complete courses in accordance with the conditions described in Section 1.1 of this Article. All applications for reimbursement during a given fiscal year must be received by the Office of the Superintendent no later than May 15th of that year. Reimbursement to an individual will be limited to three (3) semester hours of credit per course, for and amount not to exceed \$650.00 per fiscal year. Reimbursement for courses that award more than three (3) semester hours will be prorated.
- 2.2 The total district allowance for tuition reimbursement will be set at \$8,000.00 for each fiscal year of this Agreement. However, if there are more applications for reimbursement than funds available in a given year, no one teacher will be allowed reimbursement for more than three (3) semester hours of credit during a fiscal year, and the available funding will be divided equally among the approved applicants.

If by June 1st, it is determined that a balance remains in this account, then the remaining funds will be equally divided among approved applicants with an individual limit of \$650.00.

- 2.3 To be eligible for reimbursement, a teacher, to the best of his/her knowledge and intent, should be planning to continue on the staff for the semester following the semester when the course is taken. Payment for courses taken during a summer session will be made only to teachers upon return for the next school year.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

A. Professional Development Committee

1. A Professional Development Committee (PDC) shall be composed of at least two (2) teachers, one from each school, named by the Association and two (2) members of the Administration named by the Committee. The PDC shall be co-chaired by the teacher member and one of the administrative members. The PDC shall be formed by October 1st of each school year. The Superintendent shall serve as a non-voting ex-officio member.
2. Duties
 - 2.1 The PDC shall recommend to the Superintendent a plan and organization for professional development activities for the system, including recertification programs.
 - 2.2 The PDC shall operate under a budget for each school year and shall recommend a professional development budget to the Superintendent for the following school year.
 - 2.3 The PDC shall develop the professional development request form and may make changes from year to year as may be appropriate with the approval of the Superintendent.
3. Teacher members on the PDC shall be paid a stipend according to the Stipend Schedule each year.

B. Conferences and Workshops

The Committee agrees to provide \$125 per teacher per school year for the purpose of his/her attending professional conferences and workshops that are scheduled during the teachers' workday. In the alternative, for professional conferences and workshops scheduled at times outside the teachers' workday, \$175 per teacher per school year shall be available for this purpose. Said monies shall cover the fees, transportation, meals and lodging (for overnight conferences/workshops). Application for participation in said conferences and workshops shall be by application to and with the approval of the Superintendent and the Building Principal.

C. Stipend Positions

A sum of money, subject to funding by the Middleton School Committee or other available resources each year, will be available to be used for stipends for extra duties and co-curricular and extra-curricular positions as determined by the School Committee. The School Committee agrees to solicit input from the Association prior to June 1st each year for the next fiscal year. The Superintendent will prepare a first posting of available stipend positions prior to the close of the school year for teachers. Prior to the last day of the school year, where possible, the Superintendent shall notify staff of their stipend position assignments for the following school year. Stipend positions that have requirements for evening meetings will be included as part of the posting of that stipend position.

Role	Level	2013-2014	2014-2015	2015-2016
Teacher in Charge	30	1,200.00	1,200.00	1,200.00
Mentor I	40	1,600.00	1,600.00	1,600.00
Mentor II	20	800.00	800.00	800.00
Mentor III	20	800.00	800.00	800.00
Mentor Coordinator	50	2,000.00	2,000.00	2,000.00
Leader Building Action Team	20	800.00	800.00	800.00
Member Building Action Team	10	400.00	400.00	400.00
Grade Level Team Liaison	20	800.00	800.00	800.00
Curriculum Action Team Leader	20	800.00	800.00	800.00
Curriculum Action Team Member	10	400.00	400.00	400.00
Professional Development Committee	20	800.00	800.00	800.00
Study Group Leader	20	800.00	800.00	800.00
Study Group Member	10	400.00	400.00	400.00
Band Director	30	1,200.00	1,200.00	1,200.00
Chorus Accompanist	10	400.00	400.00	400.00
Extra Curricular Activity Leader I	10	400.00	400.00	400.00
Extra Curricular Activity Leader II	20	800.00	800.00	800.00
Extra Curricular Activity Leader III	30	1,200.00	1,200.00	1,200.00
Teacher to Teacher I	10	400.00	400.00	400.00
Teacher to Teacher II	20	800.00	800.00	800.00
Teacher to Teacher III	30	1,200.00	1,200.00	1,200.00
Teacher to Teacher IV	40	1,600.00	1,600.00	1,600.00
Teacher to Teacher V	50	2,000.00	2,000.00	2,000.00
Technology Leader	10	400.00	400.00	400.00
Communications Committee Member	10	400.00	400.00	400.00
Wellness Committee Member	10	400.00	400.00	400.00

District Induction and Mentor Program for New Teachers - Effective September 1, 2006, the following requirements with respect to induction activities shall apply to new teachers:

- (a) Participation in an induction/mentor program that meets the licensure requirements of the Massachusetts Department of Education as recommended by the Professional Development Committee and approved by the Superintendent.
- (b) Participation in training necessary for the implementation of adopted curriculum within the first three (3) years of employment. The training shall be tailored to meet the needs of each individual teacher, taking into consideration the training he/she has had prior to being employed in Middleton. The training to be taken shall be determined mutually by the teacher and his/her principal. The Superintendent shall be available, if necessary, to assist in resolving any dispute with respect to such training.
- (c) Completion of two (2) graduate level courses in core content (e.g. sponsored by the school district, or courses that are part of a Master's program, etc.) within the first three (3) years of employment.

ARTICLE XVIII

JOB SHARING

1. Job sharing is defined as two teachers currently employed in Middleton voluntarily sharing one teaching position. It is not one person teaching for part of a day in a part time position.
2. It is understood that all decisions made regarding approval of a job sharing situation shall be made in the best interests of the students. Therefore, the Superintendent of Schools will examine all conditions of each job sharing proposal that impact the educational environment. Favorable conditions must include:
 - (a) A prior professional relationship must exist which would evidence the partners' ability to work effectively as a job sharing team.
 - (b) A compatibility of teaching styles, management philosophies, and other important considerations.
 - (c) An ability of the parties to communicate and plan on a daily basis.
3. The salary for each job sharing partner will be one-half of the step and schedule that he/she would normally receive were the individual to remain in full time employment for that year.
4. Medical coverage will not be provided for either of the job sharing partners.
5. The final decision for approval of the job sharing situation shall be made by the Superintendent of Schools and is not subject to grievance or arbitration.
6. Seniority shall accrue at the rate of one-half year credit for each year in a job sharing position to be calculated each year.
7. The job sharing partners will contractually agree to participate in the program for one full year. If a resignation or leave of absence becomes necessary, the remaining partner will have the first

option to assume a full time position. In the event that this option is not chosen, a permanent substitute will be hired to complete the job for the remainder of the school year.

8. The job sharing partners will submit their intentions in writing to the Superintendent by March 1st as to whether or not they desire the arrangement to continue in the subsequent year. The Superintendent's decision to continue the program shall be made on a year to year basis. If the arrangement is discontinued, the partners shall be allowed to return to full time employment based upon their seniority.

ARTICLE XIX

EARLY RETIREMENT INCENTIVE

Eligibility. An employee member of the bargaining unit who is on the maximum step of the salary schedule and who retires from the Middleton School System and who becomes a non-contributing member of the Massachusetts Retirement System as a result of such retirement shall be eligible for this incentive.

Employees so eligible will be compensated according to the following schedule, provided that such notice of retirement shall have been presented to the Superintendent:

- (a) By January 1st of the year prior to the school year in which the retirement will take effect,
- (b) that such retirement date will be the last work day of a school year, and,
- (c) such employee will have attained at least fifteen (15) years of service on the effective date of retirement.

Below Age 55	\$ 0
Age 55/62	\$ 10,000
Age 63 and over	\$ 0

- (d) Any employee hired on or after the start of the 2003/2004 school year, will have attained at least twenty (20) years of service on the effective date of retirement.
- (e) Employees hired on/or after August 2006 are not eligible for this benefit.
- (f) Effective September 1, 2006, teachers may elect to participate in a contributory 403B plan. A teacher who elects to join the 403B is no longer eligible for the Early Retirement Incentive. The school district on/or before June 30th of each year will match the following contributions:

2013-2014	\$400.00
2014-2015	\$500.00
2015-2016	\$500.00

ARTICLE XX

RETIREMENT SICK LEAVE BUY BACK

1. A teacher who has attained professional teacher status on/or before September 2006 and who has twenty (20) or more years of service in the Middleton School System, and who retires from the Middleton School System under the terms of the Massachusetts Retirement Systems shall be compensated in the amount of 15% of his/her daily rate of pay at the time of retirement for each unused sick leave day upon retirement.
2. Notification of intent to retire must be provided by January 1st of the year prior to the school year in which the retirement will take effect. Failing such notice, payment under this clause will be deferred for one school year, to be paid by September 30th of the following school year.

ARTICLE XXI

OBSERVANCE OF DUTIES

1. During the term of the Agreement, the Association shall not cause or sponsor, and no teacher shall cause or participate in, any strike, work stoppage, or other illegal activity directed against the Committee. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it therefore shall not be liable in any way. Participation in any such act shall be deemed just cause for dismissal, and teachers who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation shall itself be subject to grievance and arbitration procedure.
2. In connection with any negotiations held for a renewal or successor to this Agreement, said negotiations shall be conducted without threats of sanctions, threats of strikes or any similar public pressure by either party.

ARTICLE XXII

TEACHER EVALUATION

1. The following principles shall be applied in the evaluation of teacher performance as incorporated into Appendix E (pages 1-22).
 - 1.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. No public address or audio system or other device permitting monitoring or observation of work performance other than that by an individual present in the room shall be employed for the purpose evaluation.
 - 1.2 Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his/her exercise of professional judgment.
 - 1.3 A copy of each evaluation report shall be furnished the teacher evaluated who shall have the right to discuss the same with the maker of the report.
 - 1.4 A conference between the evaluator and the teacher will take place within three (3) school days after an evaluation. A copy of the report will be presented to the teacher. Any remarks showing alleged deficiencies will be discussed and the evaluator will set down in writing

recommendations to aid the teacher for improving any alleged deficiencies.

2. Personnel Files:
 - 2.1 In the presence of the Superintendent or his/her designee, a teacher will have the right, upon written or oral request, to review the contents of his/her personnel file and to have a representative of the Association with him/her.
 - 2.2 No material originating after original hiring which is derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Any complaint regarding a teacher made to or coming to the Superintendent or the teacher's Principal from any parent, student, or other person will be promptly called to the attention of the teacher provided the complainant agrees to be identified.

ARTICLE XXIII

GRIEVANCE PROCEDURE

- A. Definitions
 1. A "grievance" is defined as a complaint by a teacher or a group of teachers alleging that there has been a violation, misinterpretation, or inequitable application of the provisions of this Agreement.
- B. Purpose
 1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 2. 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 on such basis without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the teacher, the Association will be given the opportunity to be present at the final adjustment and to state its views. It is understood that only by the procedure spelled out in C below may a party proceed to level Four arbitration.
- C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. A grievance shall be deemed to have been withdrawn if it shall not have been presented or pursued within those time limits as herein set forth. The time limits may, however, be extended by mutual agreement.

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

1. Level One. A teacher with a grievance will first submit this grievance in writing to his/her Principal or immediate supervisor, either directly or through an official of the Association, within twenty (20) school days after the teacher knew or could with diligence have known of the act or condition on which the grievance is based, with the objective of resolving the matter informally.
2. Level Two.
 - (a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent directly or through the Association within five (5) school days after the grievance was presented at Level One. Within five (5) school days after the receipt of the written grievance, the Superintendent shall meet with the aggrieved person and representatives of the Association in an effort to resolve the grievance.
 - (b) If a teacher does not file a grievance in writing with the President and the written grievance is not forwarded to the Superintendent within twenty (20) school days after the teacher knew or could with diligence have known of the act or condition on which the grievance is based, the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be determined by the procedures taken under Levels Three and Four.
3. Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the meeting with the Superintendent at Level Two, the aggrieved person may submit to the Committee, the original grievance, with a copy of the decision, if any, at Level Two within ten (10) school days of the meeting at Level Two. At the next regular School Committee meeting after receiving the written grievance, but in no event more than thirty (30) days after receiving the written grievance, the Committee will meet with the aggrieved person and a representative of the Association in executive session one half (1/2) hour before the regular meeting for the purpose of resolving the grievance.
4. Level Four.
 - (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the meeting with the Committee, the Association may submit the grievance to arbitration within twenty-five (25) school days after the meeting with the Committee by notifying the Committee in writing to this effect.
 - (b) Within ten (10) school days after such notice has been given, the Committee and the Association will endeavor to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within such period, a request for a list of arbitrators may be made by either party to the American Arbitration Association. The

Voluntary Labor Arbitration Rules of the American Arbitration Association shall, except as specifically otherwise provided in the Agreement, govern the selection of the arbitrator and the conduct of the arbitration proceedings.

- (c) The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings (which by agreement of both parties may be public but shall otherwise be closed) promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. Neither party will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to or subtract anything from the Agreement between the parties. The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates or would alter, add to, detract from or modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Association, and subject to law and if within his/her jurisdiction, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.

D. Rights of Teachers to Representation

- 1. No reprisals of any kind will be taken by the Committee, by any member of the administration or by the Association against any aggrieved teacher, any representative of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

- 1. If a grievance affects a group or class of teachers or involves a matter extending beyond conditions confined to a particular school, the processing of such grievance may be commenced at Level Two.
- 2. If the Association shall not deliver a written grievance to the Committee within the time provided for Level Three or give notice to the Committee in writing within the time provided for Level Four, the grievance shall be deemed finally settled at Level Two or Level Three, as the case may be.
- 3. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, shall set forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest, to the President of the Association and to the Committee.
- 4. Unless otherwise requested by the aggrieved teacher, any documents, communications and records dealing with the processing of a grievance will be kept in confidence and will, except as may be otherwise required under applicable law, not be made available to potential employers or others inquiring about such teacher.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. Time for meetings to discuss grievances shall be scheduled outside of the school day unless in the judgment of the Superintendent, in the case of a Level Two proceeding, or of the Committee, in the case of a Level Three proceeding, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and Association representatives who are involved in grievance meetings held during the school day shall constitute authorized absence without loss of pay.
7. At the request of the Association or the Committee during the processing of a grievance, the party of whom the request is made will provide to the other such documents and data in its possession which pertain to the grievance.

ARTICLE XXIV

APPLICATION OF SCHEDULES

1. Upon initial employment teachers will be placed on the salary schedule at a step based on credit for previous employment as follows:
 - 1.1 Credit for full-time public school employment experience shall be at the discretion of the Superintendent.
 - 1.2 Credit for prior teaching employment or other allied experience in other than public schools may be given at the discretion of the Superintendent.
 - 1.3 Credit for prior employment shall be computed on the basis that employment continuing over more than six (6) months in any one calendar year or more than five (5) months in any one academic year, as the case may be, shall be deemed one year of employment, but this computation shall not apply to more than one of the academic years of prior employment offered by a newly employed teacher for credit.
 - 1.4 To be eligible for credit, prior employment must have been performed after the teacher received certification from the Massachusetts Department of Education for the position in question.
2. Salaries shall be directly deposited in the members' designated bank account in twenty-six (26) installments in arrears on every other Thursday commencing with the first Thursday after Labor Day in each year with the final installments made on or before June 30th. Upon timely request of a teacher, but no later than the first Monday in June, installments payable in July and August shall be paid as a lump sum with the last installment payable in June. The Association hereby waives any right to file a grievance and/or claim if payments are not made on the dates as indicated herein.
3. The Superintendent may, upon recommendation of the Principal, withhold an annual increment in any case of service below a satisfactory level.
4. In determining the schedule to apply to a particular teacher upon initial employment or upon

transfer of a teacher to a schedule applicable to persons of greater academic qualifications, the Superintendent shall apply the following guidelines:

- 4.1 The Superintendent shall accept a Bachelor's or Master's degree earned from an institution accredited by an accrediting Association which is a member of the Federation of Regional Accrediting Commission of Higher Education, or by the National Council for Teacher Education. Effective September 1, 2001, in order to move to the Master's Degree column on the salary schedule, the Master's degree program must be approved by the Superintendent.
- 4.2 The Superintendent shall accept semester hours for courses or in service programs approved in advance by the Superintendent; completed under the auspices of an institution accredited as provided in Section 4.1 with no lower than B, or, if the course is taken as a part of a program for credit toward such degree. In addition, the Superintendent may approve in advance for movement on the salary schedule courses or other academic programs offered by the Northeast Consortium for Staff Development or other academic agency, which he/she deems to be comparable to graduate courses. All courses, in-service programs, consortium courses or other academic programs approved under this section shall have applicability to the teacher's position in the Middleton Public Schools. Evidence of compliance with this section must be presented to the Superintendent prior to the granting of credit.
5. Stipends will be offered at the discretion of the Superintendent and with the approval of the School Committee for teachers who participate in extra activities that require an unusual amount of time beyond the regular work-day. A timely posting will be made to enable all professional staff an opportunity to apply for such stipend positions.
6. Middleton University

Effective September 1, 2003, teachers may utilize Professional Development Points as defined by the department of Education Recertification Regulations, to advance on the salary schedule. In order to move on the schedule, applicable Professional Development Points must be approved in advance by the Superintendent and the Building Principal. The professional development work must be at least fifteen (15) hours in duration and will require the completion of a project and/or written work and the experience/course must be comparable to a graduate level course.

For the purposes of this section, a fifteen (15) hour professional development course equals one (1) credit for advancement on the salary schedule. Bargaining unit members may receive up to six (6) credits based upon the approved professional development points. The project and/or written work shall be consistent with the system's goals and objectives and/or the school improvement plan. The Superintendent and the Building Principal shall certify that the program has been completed.

ARTICLE XXV

SCHEDULE OF SALARIES

The schedule of salaries set forth in Appendix A hereof shall apply to the teachers covered by this Agreement as identified on each schedule.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed in duplicate in their names on this 12th day of August, 2013.

For the MIDDLETON EDUCATORS' ASSOCIATION



Kevin Husson, President

For the MIDDLETON SCHOOL COMMITTEE



Tasha Cooper, Chairperson

APPENDIX A-1

**Teacher Salary Schedule
2013-2014**

2% Increase

STEP	B	M	M+15	M+30	M+45	M+60	M+75
1	39,551	42,240	44,931	47,623	50,313	53,002	54,022
2	41,367	44,057	46,126	49,437	52,128	54,818	55,838
3	43,182	45,873	48,564	51,254	53,945	56,634	57,654
4	44,999	47,688	50,379	53,070	55,760	58,451	59,471
5	46,815	49,506	52,195	54,886	57,577	60,267	61,287
6	48,631	51,320	54,012	56,702	59,393	62,083	63,103
7	50,447	53,137	55,828	58,518	61,209	63,900	64,920
8	52,264	54,955	57,643	60,334	63,025	65,715	66,735
9	54,078	56,769	59,461	62,151	64,841	67,532	68,552
10	55,896	58,586	61,277	63,966	66,656	69,348	70,368
11	57,713	60,402	63,092	65,783	68,474	71,163	72,183
12	59,527	62,218	64,909	67,598	70,289	72,980	74,000
13	60,718	64,034	66,724	69,415	72,105	74,797	75,817
14	0	65,315	68,058	70,803	75,064	77,755	78,775
15	0	0	0	0	76,565	79,309	80,329

Level One School Stipend: A one-time payment of \$400 will be provided to all Unit A members who are employed in Middleton during both 2012-2013 and 2013 -2014 school years by November 1, 2013. The stipend will be prorated for part-time teachers. This stipend will not be reflected on the salary schedule.

Effective September 1, 2007 a teacher who achieves professional teacher status shall advance two (2) steps on the salary schedule.

Courses used to move to Masters+75 must be obtained no earlier than 2008-2009.

Effective September 1, 2010, the School Committee will pay steps and columns and pay for one additional day of work at the rate of 1/184 of the annual base salary for 2010-2011 only. Teachers on the maximum step who received a 2% increase effective September 1, 2009 will have that 2% added to their base.

DESE Licensed Library Media Specialists, Technology Integration Specialists and School Nurses effective September 1, 2011 will be placed on the step and level which is closest to the salary and full time equivalent assignment for the 2010-2011 school year. Individuals will advance from the step in which they are placed in subsequent school years.

APPENDIX A-2

**Teacher Salary Schedule
2014-2015**

2.25 % Increase

STEP	B	M	M+15	M+30	M+45	M+60	M+75
1	40,440	43,191	45,942	48,694	51,445	54,195	55,238
2	42,298	45,048	47,164	50,550	53,301	56,051	57,094
3	44,153	46,906	49,657	52,407	55,158	57,909	58,952
4	46,012	48,761	51,512	54,264	57,015	59,766	60,809
5	47,868	50,620	53,370	56,121	58,872	61,623	62,666
6	49,725	52,475	55,227	57,978	60,729	63,480	64,523
7	51,582	54,332	57,084	59,835	62,586	65,338	66,381
8	53,440	56,191	58,940	61,692	64,443	67,193	68,236
9	55,295	58,046	60,799	63,549	66,300	69,052	70,095
10	57,154	59,904	62,655	65,405	68,156	70,908	71,951
11	59,011	61,761	64,512	67,263	70,014	72,765	73,807
12	60,867	63,618	66,369	69,119	71,871	74,622	75,665
13	62,084	65,474	68,226	70,977	73,727	76,480	77,522
14	0	66,784	69,590	72,396	76,753	79,504	80,547
15	0	0	0	0	78,288	81,094	82,136

APPENDIX A-3

**Teacher Salary Schedule
2015-2016**

2.25% Increase

STEP	B	M	M+15	M+30	M+45	M+60	M+75
1	41,350	44,162	46,976	49,790	52,602	55,414	56,481
2	43,250	46,062	48,225	51,687	54,500	57,312	58,379
3	45,147	47,961	50,774	53,586	56,400	59,212	60,278
4	47,047	49,858	52,671	55,485	58,298	61,111	62,177
5	48,945	51,759	54,571	57,384	60,197	63,009	64,076
6	50,844	53,656	56,470	59,282	62,095	64,908	65,975
7	52,743	55,555	58,368	61,181	63,995	66,808	67,874
8	54,642	57,455	60,266	63,080	65,893	68,705	69,771
9	56,539	59,352	62,167	64,979	67,792	70,605	71,672
10	58,440	61,252	64,065	66,877	69,689	72,504	73,570
11	60,339	63,151	65,963	68,776	71,590	74,402	75,468
12	62,236	65,049	67,862	70,675	73,488	76,301	77,367
13	63,481	66,947	69,761	72,574	75,386	78,200	79,267
14	0	68,287	71,156	74,025	78,480	81,293	82,359
15	0	0	0	0	80,049	82,918	83,985

APPENDIX A-4

SENIOR TEACHER STATUS

A senior teacher will be eligible to receive an annual senior teacher status payment in accordance with the following schedule:

	2013-2016
16th to 20th Year of Service as a Teacher in the Middleton Elementary Schools	\$ 850.00
21st to 25th Year of Service as a Teacher in the Middleton Elementary Schools	\$ 1,100.00
26th to 30th Year of Service as a Teacher in the Middleton Elementary Schools	\$ 1,600.00
31st Year of Service as a Teacher in the Middleton Elementary Schools	\$ 1,900.00

A teacher who meets the service requirement delineated above will be eligible to receive one-half said senior status payment at the second scheduled pay period in December and one-half at the second scheduled pay period in May with the understanding that the annual project of annual commitment will be completed in the Senior Status Professional Activity Proposal.

Teachers who have achieved senior status will engage in a program of continuing professional growth and/or service to the Middleton Public Schools by developing a mutually agreed upon plan with their school principal(s) which is recommended to and subject to approval by the Superintendent of Schools. The Superintendent and Association President will resolve any disputes. It would be impossible to define and enumerate all of the activities to be considered for eligibility for senior status payments. Senior Status Professional Activities may include, but shall not be restricted to the following examples of activities: mentoring of new staff peer coaching, curriculum research and writing, leadership roles in staff development, conducting workshops, participation in school councils, other school based or district wide committees and non-reimbursed courses/workshops that would not count towards a column change.

APPENDIX B

NURSE SALARY SCHEDULES
(Not DESE Licensed)

Hourly rate for nurses with a Bachelor's degree:

Step	2013-2014	2014-2015	2015-2016
1	25.23	25.80	26.38
2	26.90	27.50	28.12
3	28.58	29.22	29.88
4	30.26	30.94	31.64
5	31.96	32.68	33.41
6	32.91	33.65	34.40
7	33.56	34.31	35.09

Hourly rates for nurses with an RN certificate:

Step	2013-2014	2014-2015	2015-2016
1	19.17	19.60	20.04
2	21.39	21.87	22.36
3	23.61	24.14	24.69
4	25.83	26.41	27.00
5	28.04	28.67	29.32
6	29.41	30.07	30.74
7	29.99	30.66	31.35

APPENDIX C

COMPELLING CAUSE LEAVE NOTIFICATION

TO: The Superintendent of Schools

In accordance with Article XII, Section 1.4 of the Agreement between the Middleton Educators' Association and the Middleton School Committee, up to three days of leave are available for the "compelling purposes of transacting or attending to legal business, household or family matters of hardship or other pressing need and not merely personal convenience".

In compliance with this Article, I am requesting personal days on the following dates:

Day(s)	Date(s)
_____ Teacher Signature	_____ Date of Notice
_____ Principal Signature	_____ Date
_____ Superintendent Signature	_____ Date

Submit with appropriate signatures to the Office of the Superintendent at least three days prior to the initial date of leave.

Substitute required on these dates? _____ Yes _____ No

Name of Substitute Requested, if any _____

APPENDIX D

PAYROLL DEDUCTIONS

The Committee agrees to certify to the Middleton Town Treasurer all payroll deductions from the salaries of teachers for the payment of dues to the Middleton Educators' Association or the National Education Association, or any one of such associations, as the teachers may individually and voluntarily authorize to be deducted and to request the Treasurer to transmit the deducted amounts promptly to such Association or Associations. Teachers' authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

NAME: _____

ADDRESS: _____

I hereby request and authorize the Middleton School Committee to instruct the Middleton Town Treasurer to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified to the Town Treasurer by such Associations, (here insert the amounts and intervals of payments over the remainder of the school year and for succeeding school years), such deductions to be made (here insert the payroll periods in which deductions are to be made). I understand that the Committee will discontinue such deductions only if I give the Committee sixty (60) days advance written notice to do so and that I may give such notice at any time. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and the Town and all of their respective officers from any liability therefore.

Teacher organizations:

Middleton Educators' Association
Massachusetts Teachers' Association
National Education Association

Dated: _____

Teacher's Signature: _____

CREDIT UNION

The Committee agrees to certify to the Middleton Town Treasurer any payroll deductions from the salaries of teachers for payment to the agreed upon credit union using the form provided by the credit union.

SIDE LETTER

“By November 1st of the school year prior to that in which advancement is expected on the salary schedule due to coursework completed, a teacher must submit to the building principal, on an appropriate form, the column to which he/she expects to be placed. This will not prohibit a teacher from taking a course which had not been announced by November 1st, with said course leading to advancement on the salary schedule. If this notification is not provided, column advancement on the salary schedule will be delayed until the commencement of the next school year.

For each course utilized for salary schedule advancement, a staff member shall submit a request on a proper form for approval of the course by the Superintendent prior to enrollment.

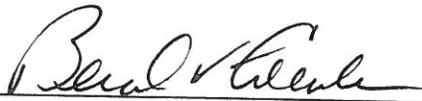
It shall be the responsibility of the staff member to secure additional information relative to the course of program of study when requested by the Superintendent as necessary for evaluation. The Superintendent shall inform the staff member whether or not approval is given.

The staff member shall provide to the Superintendent evidence of successful completion of approved courses. Said evidence will be kept on file in the Superintendent's Office.

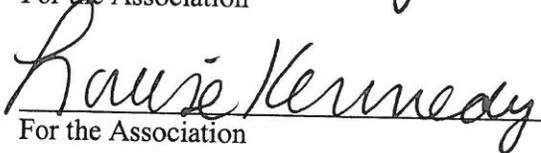
Placement on a higher salary schedule shall be made after necessary documentation has been filed. Placement shall be effective on the first day of September for courses completed during the spring or summer terms. Placement shall be effective on the first day of January for courses completed during the fall term. In the case of a trimester schedule, placement shall be effective on the first day of the month following the completion of the course. It shall be the responsibility of the staff member to request placement on a higher schedule. “



For the Association



Superintendent



For the Association

2/12/10

Date

2/12/10

Date

