

*Agreement
between the
School Committee
and the
Teachers' Association
of
Northbridge, Massachusetts*

July 1, 2019 to June 30, 2022

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ARTICLE I
DURATION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THE CONTRACT IS MADE THIS 27th DAY OF August 2019, by the SCHOOL COMMITTEE OF THE TOWN OF NORTHBRIDGE (hereinafter referred to as the Committee) and the NORTHBRIDGE TEACHERS' ASSOCIATION (hereinafter referred to as the Association). This contract shall be in effect from July 1, 2019 until June 30, 2022.

ARTICLE II
RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all bargaining unit members whose positions are listed in the Commission's Notice of Election, Case No. MCR-3156, dated February 11, 1981.

ARTICLE III
GENERAL PROVISIONS

Subject to the provisions of the Contract or any supplement thereto mutually agreed upon and attached hereto in writing, the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim or complaint based upon an event, act or condition which affects:
 - a. the welfare and/or conditions of employment of an employee or group of employees and/or
 - b. The Association's rights and privileges provided in this agreement and/or
 - c. the interpretation, meaning, or application of any of the provisions of this agreement.
2. A "grievant" is the person or persons of the Association itself making the claim or complaint.

3. A "party of interest" is the person or persons and/or the Association making the claim and filing the grievance and any person who might be required to take actions or against whom action might be taken in order to resolve the grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees and/or the contractual rights and privileges of their professional association. Both parties agree that grievance proceedings will be kept informal and confidential at all levels of the procedure.

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 maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be in particular circumstances reduced or extended by mutual agreement in writing.

Level One grievances shall be presented on or before the close of school within thirty (30) calendar days following the date on which the event or action giving rise to the grievance occurred.

LEVEL ONE: The grievance shall be presented in writing to the principal who shall thereafter meet with the grievant in an effort to settle the grievance.

LEVEL TWO: If at the end of ten (10) school days next following such presentation at Level One the grievance shall not have been disposed of to the grievant's satisfaction, the grievant may, within five (5) school days thereafter, present the grievance to the Superintendent of Schools who shall thereafter meet with the grievant in an effort to settle the grievance.

LEVEL THREE: If at the end of ten (10) school days next following presentation of the grievance at Level Two the dispute shall not have been disposed of to the grievant's satisfaction, the grievant may, within five (5) school days thereafter, present the grievance to the School Committee which shall thereafter meet with the grievant in an effort to settle the grievance.

LEVEL FOUR: If at the end of twenty-five (25) school days next following presentation of the grievance at Level Three the grievance shall not have been disposed of to the satisfaction of the grievant, the Association may submit the grievance to arbitration through the American Arbitration Association in accordance with said tribunal's voluntary rules and regulations then obtaining. The costs of the arbitrator shall be shared equally by the School Committee and the association, including per diem expenses, if any, and actual and necessary travel and subsistence expenses. Subject to law, the arbitration award made shall be final and binding upon the School Committee, the Association, and the grieving employee(s).

D. MISCELLANEOUS

1. Grievances submitted in written form shall be responded to in writing.
2. All written communications, documents, and records relative to any grievance shall be maintained in a file separate from the personnel file of any employee involved in the proceedings. Unless requested in writing to do otherwise by all employees names in such records, any documents, communications, and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available or referred to potential employers or others inquiring about said employee(s) but not having been a party in interest to the actual proceedings.
3. Any party in interest may be represented at all stages of the grievance procedure by a person or persons of his own choosing, except that a grievant may not be represented by a representative or any officer of any teacher organization other than the Northbridge Teachers' Association (NTA) and/or its parent 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.
4. If the grievant shall choose not to be represented by NTA, the disposition, if any, of any grievance processed in this circumstance shall be transmitted in writing to the NTA at the same time a decision is delivered to the employee. Any grievance processed in accordance with this section shall be consistent with the terms of agreement.
5. The Committee will, upon request, make available to all parties in interest school department records and documents in its possession necessary to the processing of any grievance.
6. When it is necessary, pursuant to the Grievance Procedure for a member of the Association to investigate a grievance, or attend a grievance meeting or hearing during a school day he/she will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
7. Any grievance initiated by the Association itself shall be submitted directly at Level Two (the Superintendent of Schools' Level).
8. The Committee and the Association view the grievance procedure as a problem solving procedure which may be used with impunity.
9. Failure of a teacher or the Association to appeal a decision within the time limits specified will mean the grievance shall be deemed to have been waived.

10. Neither party will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party.
11. 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.

**ARTICLE V
SEPARABILITY AND SAVINGS CLAUSE**

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

In the event that any provision or application of this Contract is held invalid or the enforcement of or compliance with any provision of this Contract has been restrained by any tribunal of competent jurisdiction, the Association and the Committee shall forthwith enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provisions or application thereof during the period or invalidity or restraint.

**ARTICLE VI
COMPLETENESS OF CONTRACT**

The Contract incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Contract neither party thereto shall be required to negotiate with respect to any such matter whether or not covered by this Contract and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Contract.

**ARTICLE VII
DUES DEDUCTION**

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17(c) of the General Laws of Massachusetts, it will deduct from the salaries of its employees dues for the Northbridge Teachers' Association, the Massachusetts Teachers' Association and/or the National Education Association as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Northbridge Teachers' Association for disbursement to the respective organizations. Dues will be deducted in equal payments over ten (10) successive paychecks commencing with the first paycheck in October.

The Association agrees to indemnify and save the School Committee and Town harmless against all claims, suits or other forms of liability arising out of any such dues deductions from an employee's pay or out of application to this Article. The Association agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to

the Treasurer of the Association, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17C.

ARTICLE VIII
TEACHING YEAR AND TEACHING DAY

- A. Start Date: The school year will commence no sooner than the Monday prior to Labor Day effective with 2008-2009 school year. A copy of the proposed school calendar will be given to the Association for input at least seven (7) days before it is approved by the Committee.
- B. The work year shall be 184 days, including 180 Instruction, 3 full day Professional Development Days (PDD) and 1 teacher meeting day.
- 1 PDD day determined and planned by staff with administrative input.
 - 2 PDD days determined by administration with staff input.
 - Discussions as to use/purpose of professional development days shall be as above for life of contract. Parties shall commence a professional development subcommittee composed of equal numbers not to exceed 5 each from the union and the Administration to review the quality and relevant activities. If the parties are unable to agree on or before January 31, 2016 that this process should continue the determination as to how and what is scheduled for professional development activities on or after June 30, 2016 shall be made by the Administration with input from staff.

For purposes of this Article, the teacher meeting day shall include a meeting or meetings with administrators and/or staff not to exceed two (2) hours total. All members of the bargaining unit may leave their respective buildings after 12:00 noon.

- C. Teachers shall not be required to work on Saturdays and Sundays unless agreed upon by the Association and the School Committee. Also, teachers shall not be required to work on any legal holidays or during a week in February known as mid-winter vacation, a week in April known as Spring vacation, the afternoon preceding Thanksgiving Day and Christmas Day, the day following Thanksgiving, those days falling between December 25, and January 1, and Good Friday.
- D. Whenever students are excused from further attendance in any one day of school because of inclement weather or other safety considerations or others, all teachers shall be released from their duties as soon as reasonably practical thereafter.
- E. If any curtailed school day is creditable as a full pupil attendance day under state department of education regulations, said school day shall be considered as a full work day for teachers.
- F. The work day for teachers shall be six hours and thirty-five minutes, included with that time all teachers shall be in their rooms or assigned areas for ten (10) minutes before and ten (10) minutes after the student day.

Bargaining unit members recognize that student help beyond the school day may be necessary. Therefore, students who might profit from member assistance shall be encouraged to avail themselves of it from the member. High School and Middle School teachers shall provide these extra help sessions one day per week for 30 minutes after school. Such student help should not include extended day programs.

- G. All teachers shall have a duty-free lunch period of at least twenty-five (25) minutes and shall be extended to 30 minutes, wherever possible. Said lunch periods shall occur between the hours of 11:00 a.m. and 1:00 p.m., if possible. Elementary and Middle School teachers shall not be assigned cafeteria duty.

- H At the Middle and High School Level, preparation periods shall be equal to an average teaching period at the respective buildings. Elementary teachers will be provided preparation time while special teachers (e.g., Art, Music, Physical Education and Computer) are teaching elementary classes. Every effort will be made to schedule said preparation time on a daily basis.

- I.
 - 1. As many as two meetings each month may be called by administrators during a school year. Such meeting shall be no longer than one hour in length. This does not refer to shorter meetings from which teachers are dismissed at the regular dismissal time. The above specified time period applies to sixty minutes after pupil dismissal.

 - 2.
 - a. In addition to the two monthly meetings above, other professional development activities may be scheduled by the principal, Superintendent or his designee for up to ten (10) hours annually. Such activities may involve individual or group work and shall be outside the scope of the present work day and may involve individual building or system wide issues and programs as determined by the Administration. Such activities shall not extend beyond two (2) hours on regular school days.

 - b. Each teacher shall receive an additional \$250.00 annually for the additional hours required by the professional development program.

 - c. In instances when a new program requires substantial material and difference teaching techniques, i.e. the Wilson Reading Program, other like Special Education instructional activities, Math or Science curriculum changes, the teachers shall be paid at the rate of \$35.00 per hour to a maximum of eight (8) hours and \$280.00 annually for such services. Except by agreement of the individual teacher such activities shall not extend beyond two consecutive hours on any regular scheduled school day.

- J. In all matters relating to teacher work load, teacher assignment, distribution and balance of class sizes and non-teaching duties, every reasonable administrative effort shall be

made to see that fair, impartial, and equitable treatment and consideration is given. Every effort will be made to inform teachers of their teaching assignments by the close of the current school year for the next school year.

1. Notwithstanding the foregoing, the teacher who holds the position of Athletic Director during the 2012-2013 school year [Allan Richards] shall be assigned a work load of three courses with one preparation period to fulfill his teaching duties and the other three periods shall be utilized to fulfill his athletic director duties, commencing with the 2013-2014 school year and for so long as such teacher continues to hold the position of Athletic Director, unless the parties agree otherwise.

2. Notwithstanding the foregoing subsection VIII J. 1, at the time such teacher no longer holds the position, the School Committee shall determine the workload of the teacher who is then assigned to the position of Athletic Director, subject to the fulfillment of its bargaining obligations with respect thereto pursuant to G.L. Chapter 150E.

- K. Teachers shall record daily attendance as directed by the District. The Superintendent will confer with the NTA President if there is a material change in the process.
- L. High School Teachers volunteering to monitor after-school administrative detentions may request to either come in for the start of Block 2 on a day when they have a prep period at the beginning of the day, or leave at the beginning of Block 5 on a day when they have a prep period at the end of the day. Each after-school detention that he/she supervises will earn that teacher one late arrival OR one early dismissal. In all cases, administrative approval is required. If there are no volunteers, then the School Committee agrees to post the position of Detention Monitor in accordance with Article XIII.
- M. Teachers will attend a maximum of three (3) parent visitation nights or evening meetings. Teachers who are required to attend the third night will be paid \$35 per hour for the additional time required. The third visitation night will be for the following reasons: step-up events that occur outside of the work-day, parent information nights, and/or curriculum nights. In the event that a teacher cannot attend due to illness or other valid reason, that the member shall submit an appropriate method to the building principal indicating how he/she will meet/communicate with parents.
- N. Special Education Inclusion Teachers will not be assigned to serve as TEAM chairperson and teacher aides will be assigned to inclusion classes when fifty percent (50%) or more of the students are educated pursuant to Individual Education Plans.
- O. The parties agree to work together to provide for the orderly and safe operation of school buildings. Teachers shall maintain visibility in corridors and make regular visits to student lavatories to prevent infractions of school rules.

- P. The parties agree that during periods of future financial crisis, the Committee and Association will meet to receive the Associations input concerning preservation of the instructional programs and budgetary recommendations prior to the Committee's finalization of a budget for transmission to Town Meeting.
- Q. Perfect Attendance: A teacher with perfect attendance over the course of the school year shall be entitled to following monetary recognition paid out after the end of the work year:

Zero days absent: \$300.00
One day absent: \$150.00

If a teacher is absent for more than one day, there shall be no monetary recognition. This section Q shall expire on June 30, 2016 unless the parties agree in writing to continue it.

ARTICLE IX
ASSOCIATION USE OF SCHOOL FACILITIES AND PRIVILEGES

- A. The Committee will make no rule, regulation or other prohibition limiting the use of school mailboxes.
- B. Subject to the foregoing, the Association will have the privilege of using school buildings rent-free at reasonable times for meetings, elections, student scholarship fund-raising events, and regulations set for use by other public groups in the community must be followed; and subject to schedule availability, the Superintendent of Schools and the principal of the building in question shall make arrangements for such Association use of school facilities.
- C. Association notices and communication may be posted on existing bulletin boards with the approval of the principal or places currently provided for the Association and faculty in the faculty lounge or faculty lunchroom in each building.
- D. The names of all staff members, including their buildings, grades, and subjects assignments will be given to the President of the Association no later than October 1 of each school year. During the school year, a revised roster will be made available to the President of the Association.
- E. Copies of minutes of official Committee meetings and all other printed materials that do not fall within the confidentiality as described in Chapter 39, Section 23B, of the General Laws of Massachusetts that are distributed to the committee members at official meetings shall be made available to the Association as soon as practicable after such meetings. A copy of the official agenda of the meeting in the form given committee members will be available to the Association prior to the meeting. Any clarifying background material not of a classified nature shall also be made available.

- F. The Association will automatically be placed on the agenda of any regular Committee meeting of its choosing.
- G. A teacher whose child has been accepted into the Northbridge Public Schools pre-school program may request that his/her child be placed in the morning or afternoon session and the teacher's preference will be considered. Such a request must be submitted in writing to the Elementary Principal at the time of application to the pre-school program.

**ARTICLE X
COMPENSATION**

- A. All persons on the Teachers Salary Schedule will have the option of being paid in either: (1.) twenty-six (26) equal bi-weekly installments from the first school day of one calendar year or (2.) twenty-two (22) payments, twenty-one (21) of which will be equal bi-weekly installments equal to those in option one (1) above. The twenty-second (22) payment will contain the remainder of the salary and shall be remitted on the last pay day in June.
- B. Teachers with previous teaching experience in the Northbridge School System will, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience or military service. Teachers who have not been engaged in teaching on a full-time basis (i.e., not required by law to make contributions into the Massachusetts Teachers Retirement Pension Fund) will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- C. Annual increments will be granted (effective September 1) to all teachers as provided for in the salary schedule upon the recommendation of the Principal and Superintendent. For the purpose of this section, employees must be on the payroll for ninety (90) days to be eligible for a step increase.
- D. All salary schedule placement changes to a higher level of preparation shall be as of September and February of each year.
 - 1. A change requested and documented by October 30th will effective as of the first day of school.
 - 2. A change requested and documented by February 28th will result in a contract year payment of 50% of the former annual salary and 50% of the increased annual salary.
- E. Additional work opportunities offered teachers (including but not limited to curriculum workshops, summer school positions, Federal program participation) will be posted in accordance with Article XIII of this Agreement.

F. (i.) Tuition Reimbursement for Graduate Courses

Bargaining unit members on the bachelors/bachelors +15 scale will be reimbursed for graduate courses approved by the Superintendent prior to matriculating into the graduate course(s); such reimbursement shall be limited to two (2) graduate courses per fiscal year not to exceed \$825.00 per course in fiscal year 2020 and \$900.00 per course starting in fiscal year 2021. Any member of the bargaining unit at the Masters scale and above will be reimbursed for one (1) graduate course approved by the Superintendent prior to matriculating into the graduate course; such reimbursement shall be limited to one (1) graduate course per fiscal year not to exceed \$825.00 for such graduate course in fiscal year 2020 and \$900.00 for such graduate course starting in fiscal year 2021. If approval is not granted by the Superintendent prior to the first day of the graduate course, the District shall not reimburse the member of the bargaining unit for any costs associated with said graduate course. Graduate courses for reimbursement must be in the teacher's area of certification and area in which they are currently teaching or have taught in the past two years. The Superintendent's approval will not be unreasonably withheld.

If an approved course is cancelled and the teacher must sign up for a course immediately, prior verbal approval must be requested and obtained from the Superintendent, Assistant Superintendent, or Business Manager.

Reimbursement for such graduate courses will be provided upon attainment of a B or better grade and if the teacher received the prior approval of the Superintendent. When a graduate course is only available on a pass/fail basis, a teacher will be reimbursed if he or she attains a "passing" grade and if the teacher received the prior approval of the Superintendent. Payment for the graduate course shall be made after the bargaining unit member has provided the Administration with a transcript or report card containing the required grade or mark for the graduate course, provided proof of payment, and completed the necessary forms in accordance with District procedures.

A teacher with a Master's degree wishing to complete the Class Measures PRPIL program approved by the DESE as an avenue to teaching licensure, shall be eligible for reimbursement if he/she requests authorization for reimbursement from the Superintendent prior to registering for the Class Measures PRPIL program and provided that the teacher completes the program prior to the commencement of the teacher's final year prior to the expiration of his/her current teaching license. Such teacher will be reimbursed the equivalent one three-credit graduate course for this program provided that the teacher satisfactorily completes the program with a passing grade and has complied with District procedures for reimbursement.

If the Superintendent requires or suggests that a teacher take a course which is only offered as an undergraduate course, the teacher will be eligible for course reimbursement without regard to the fact that the course is not a graduate course provided that the teacher obtains prior approval from the Superintendent, attains a grade of B or better, and complies with District procedures for reimbursement.

(ii) Tuition Reimbursement for PDP Course.

Effective July 1, 2020, a teacher may be reimbursed up to \$500. per fiscal year for tuition for courses that provide professional development points (PDPs) towards the teacher's re-licensure. To receive reimbursement, such courses for PDPs must be approved by the Superintendent prior to the teacher matriculating in the course. If approval is not granted by the Superintendent prior to the first day of the course, the District shall not reimburse the teacher for any tuition costs associated with such course. Reimbursement for the PDP course shall be made after the teacher has provided the School Business Office with the following:

- a certificate of completion showing the PDPs awarded,
- proof of payment for the PDP course, and
- completed the necessary forms in accordance with District procedures.

A teacher may not apply for reimbursement for a PDP course if the teacher has applied for reimbursement for tuition provided for in Section F (i) above in the same fiscal year. No teacher shall receive reimbursement for tuition for a graduate course(s) as provided in F(i) above and a PDP course as provided in F(ii) in the same fiscal year.

This Section F(ii) shall expire on June 30, 2022 unless the parties agree in writing to extend it.

- G. All bargaining unit members will be fully reimbursed for any conference approved in advance by the Superintendent. Any member of the bargaining unit who wishes to have a conference reimbursed shall make a written request to the Superintendent prior to attending the conference. If approval is not granted by the Superintendent prior to the date that the conference meets, the District shall not reimburse the member of the bargaining unit for any costs associated with said conference. The approval of reimbursement is the sole and exclusive discretion of the District.

Reimbursement for meals in this article shall be based on \$15.00 per day, unless the conference registration fee includes meals. In the latter event the meal allowance will be reduced by the amount of the registration fee. Costs of required visits to other schools shall be reimbursed in full. Such costs shall include transportation, meals, taxes, tips, tolls, parking and lodging.

In the event transportation under this article involves the use of the employee's personal vehicle, reimbursement shall be actual mileage at the current I.R.S. rate, plus tolls and parking fees.

Subject area association membership dues shall be reimbursed when the membership is maintained in the name of the Northbridge School System.

H. Those members presently on the Start Lane steps 1 – 5 who have not achieved their Master’s Degree will have the ONE-TIME OPTION to move to their appropriate lane – either Bachelor’s or Bachelor’s + 15 dependent upon credits earned. Notification of changing lanes or remaining on Start Lane must be made on the District supplied form and submitted to the Superintendent’s office no later than November 18, 2011. The change in lane will take place on the first day of the 2012-2013 school year, which is when eligible members will also get their step increase. Those who elect to move will become eligible for course reimbursement as stipulated in the contract.

Example: A member on SL 3 may potentially move to either B 4 or B+15 4, dependent upon credits earned.

Those who choose not to move will be governed by the rules of Start Lane:

- The member is not eligible for course reimbursement.
- The member will remain on Start Lane until a Master’s degree is achieved.
- If by the time the member completes the year on Start Lane 5 and has not achieved a Master’s degree, said member will remain on Start Lane 5 until such degree is achieved. When a Master’s degree is achieved, the member will move to the Masters lane. The member will move to STEP 6 at the start of the next starting school year.

Example: If a member earns a Master’s degree as of August 15, 2012, the member would be placed on M 6 for the 2012-2013 school year. If the member earns a Master’s degree as of March 15, 2013 the member would be placed on M 6 for the 2013-2014 school year.

Effective July 1, 2019, all steps in the 2018-2019 salary schedule for teachers shall be increased by 1%.

2019-2020 School Year 1% Increase					
Step	B	B + 15	M	M + 30	M +60 DOC/CAGS
1	46,505	47,647	48,798	50,511	53,791
2	48,120	50,993	52,197	54,081	57,358
3	50,319	51,522	52,746	54,602	57,880
4	50,869	52,063	53,265	55,131	58,408
5	55,436	56,714	57,927	60,406	63,684
6	57,252	58,529	59,740	62,230	65,505
7	60,598	61,833	63,046	65,564	68,839
8	62,527	63,768	65,025	67,501	70,779
9	64,728	65,811	67,195	69,686	72,963
10	68,481	69,727	70,969	73,468	76,745
11	79,787	81,045	82,294	84,827	88,146
12	80,577	81,847	83,109	85,667	89,019

Effective June 30, 2020, all steps in the 2019-2020 salary schedule for teachers shall be increased by 0.5%.

June 30, 2020 0.5% Increase					
Step	B	B + 15	M	M + 30	M +60 DOC/CAGS
1	46,737	47,885	49,042	50,764	54,060
2	48,361	51,248	52,457	54,351	57,645
3	50,571	51,779	53,009	54,875	58,169
4	51,123	52,323	53,531	55,407	58,701
5	55,714	56,997	58,216	60,708	64,002
6	57,538	58,822	60,039	62,541	65,833
7	60,901	62,142	63,362	65,892	69,184
8	62,840	64,087	65,350	67,838	71,133
9	65,052	66,140	67,531	70,034	73,328
10	68,823	70,075	71,324	73,835	77,129
11	80,186	81,450	82,705	85,252	88,587
12	80,980	82,256	83,524	86,096	89,464

Effective July 1, 2020, all steps in the June 30, 2020 salary schedule for teachers shall be increased by 1.5%.

2020-2021 School Year 1.5% Increase					
Step	B	B + 15	M	M + 30	M +60 DOC/CAGS
1	47,438	48,603	49,778	51,525	54,871
2	49,086	52,017	53,244	55,167	58,510
3	51,330	52,556	53,805	55,698	59,042
4	51,890	53,108	54,334	56,238	59,581
5	56,549	57,852	59,090	61,619	64,962
6	58,401	59,704	60,939	63,480	66,820
7	61,815	63,074	64,312	66,881	70,221
8	63,782	65,048	66,330	68,856	72,200
9	66,027	67,132	68,544	71,085	74,428
10	69,856	71,126	72,393	74,942	78,286
11	81,389	82,672	83,946	86,530	89,915
12	82,195	83,490	84,777	87,387	90,806

Effective July 1, 2021, all steps in the 2020 – 2021 salary schedule for teachers shall be increased by 2%.

2021-2022 School Year 2% Increase					
Step	B	B + 15	M	M + 30	M +60 DOC/CAGS
1	48,387	49,575	50,774	52,556	55,968
2	50,068	53,057	54,309	56,270	59,680
3	52,356	53,607	54,881	56,812	60,223
4	52,928	54,170	55,421	57,363	60,773
5	57,680	59,009	60,271	62,851	66,261
6	59,569	60,898	62,158	64,749	68,157
7	63,051	64,336	65,598	68,218	71,626
8	65,058	66,349	67,657	70,233	73,644
9	67,348	68,474	69,915	72,506	75,916
10	71,253	72,549	73,841	76,441	79,851
11	83,016	84,325	85,625	88,261	91,714
12	83,838	85,160	86,473	89,135	92,622

- I. Nurses will be placed on the teacher’s salary schedule at 100% compensation for each step on the schedule. The nurses shall be placed either on the Bachelor’s, Bachelor’s +15 or Masters column depending on their degrees. They will not be able to move further than the Masters column. However, at the Superintendent’s discretion, consideration may be given to lane advancement past the Masters column for graduate level coursework taken after acquiring a Masters degree and with the approval of the Superintendent. It shall be within the Superintendent’s discretion to approve or disapprove coursework for advancement. The Superintendent’s approval will not be unreasonably withheld. The length of the school day for staff nurses and teachers will be of the same length.
- J. Travel allowance for staff nurses will be set at a flat rate of \$150 per year, per nurse. Nurses are not required to perform duties not required of a school nurse. The school year for nurses and teachers shall be of the same length. The investigative procedure for public complaints against staff nurses shall be the same as teachers.
- K. Teachers shall be paid at the rate of \$35 per hour for school funded services. Teachers who engage in teaching student funded classes including academic summer school, SAT preparatory classes, and credit recovery courses shall be paid at the rate of \$35 per hour. Teachers who engage in coordinating student funded before school programs or after school enrichment programs shall be paid at the rate of \$35 per hour. Teachers instructing student funded before school programs or after school enrichment programs shall be paid at the rate of \$25 per hour.

- L. For the purposes of this agreement, a CAGS shall be defined as a certificate received for a minimum of 30 credit hours of graduate study beyond the Master's Degree in a concentrated area of specialization as put forth by a college or university accredited by one of the six Regional Accrediting Agencies, or those institutes mutually agreed upon by the Association and the Committee."

Athletic Salaries

FALL	Football	Head Varsity Football Coach	4,456
		Assistant Varsity Football Coach	3,183
		JV Football Coach (2)	3,183
		Freshman Football Coach (2)	3,183
		8th Grade Football Coach (2)	3,183
	Soccer	Head Varsity Boys' Soccer Coach	3,395
		JV Boys' Soccer	2,228
		MS Boys Soccer	2,122
		Head Girls' Varsity Soccer Coach	3,395
		JV Girls' Soccer Coach	2,228
		MS Girls' Soccer Coach	2,122
	Field Hockey	Head Varsity Field Hockey Coach	3,395
		JV Field Hockey Coach	2,228
MS Field Hockey		2,122	
Golf	Head Varsity Golf Coach	2,440	
Cross Country	Head Varsity Cross Country Coach	2,440	
Cheerleading	Fall Cheerleading Coach	1,804	
District	Faculty Manager	1,273	
WINTER	Basketball	Head Varsity Boys' Basketball Coach	4,031
		JV Boys' Basketball Coach	2,652
		MS Boys' Basketball Coach	2,122
		Head Varsity Girls' Basketball Coach	4,031
		JV Girls' Basketball Coach	2,652
		MS Girls' Basketball Coach	2,122
	Ice Hockey	Head Varsity Ice Hockey Coach	4,031
		Assistant Varsity Ice Hockey Coach	2,652
	Swim Team	Head Varsity Swim Coach	3,395
	Indoor Track	Head Varsity Indoor Track Coach	3,395
		Assistant Varsity Indoor Track Coach	2,228
	Wrestling	Head Varsity Wrestling Coach	3,395
		Assistant Varsity Wrestling Coach	2,228

	Cheerleading	Winter Cheerleading Coach	1,804
	District	Strength and Conditioning Coach	955
		Faculty Manager	1,273
SPRING	Softball	Head Varsity Softball Coach	3,395
		JV Softball Coach	2,228
		MS Softball Coach	2,122
	Baseball	Head Varsity Baseball Coach	3,395
		JV Baseball Coach	2,228
		MS Baseball Coach	2,122
	Track	Head Varsity Boys' Track Coach	3,395
		Head Varsity Girls' Track Coach	3,395
		Assistant Varsity Track Coach	2,228
	Tennis	Head Varsity Boys' Tennis Coach	3,395
		Head Varsity Girls' Tennis Coach	3,395
	Lacrosse	Head Varsity Boys' Lacrosse Coach	3,395
		JV Boys' Lacrosse Coach	2,228
		Assistant Varsity Boys' Lacrosse Coach	2,228
		Head Varsity Girls' Lacrosse Coach	3,395
JV Girls' Lacrosse Coach		2,228	

Positions pending participation of student athletes to equal a starting line up where applicable.

Athletic Director

The Athletic Director's stipend position requires 15 days beyond the school year to be determined by the high school principal in collaboration with the Athletic Director.

The stipend range is (\$6,000.00 - \$9,000.00). Placement within the range to be determined by the Superintendent.

Extracurricular Salary Schedule

Yearbook Advisor H. S.	3,077
Yearbook Advisor M.S.	1,485
Co-Advisors Grade 8	1,485
Co-Advisors Grade 9	1,485
Co-Advisors Grade 10	1,697
Co-Advisors Grade 11	1,804
Co-Advisors Grade 12	2,546
Co-Advisors Link Crew	1,485
Student Council H.S.	1,804
Student Council M. S.	1,804

Drama (2 plays) H.S.	1,804
Drama (2 plays) M.S.	1,804
Scribe Newspaper H. S.	1,804
M. S. Newspaper	955
National Honor Society	955
N.E.A.G. Advisor	1,114
Rachel's Challenge	1,485
DECA Advisor	1,485

Music Salary Schedule

Band Director	2,864
Asst. Band Director	1,910
M. S. Band Director	1,910
Jazz Band Director	1,804
Pep Band	1,910
M.S. Chorus	1,804
Balmer Chorus	1,804
Beginner Band	1,167
Color Guard Instructor	955

Coordinators And Other Positions

In-House Consultant	2,334
Head Teacher	2,334
Team Leader	2,334
Team Facilitator	1,167
National Association for the Education of Young Children "NAEYC" Accreditation Coordinator	2,334
Health Coordinator	2,334
Enrichment Coordinator	2,334
Virtual High School Coordinator	2,121
Audio Visual Coordinator	2,400
High School Career Academy Coordinator	1,167
Middle School Career Academy Coordinator	1,167
Career Academy Advisor	400
New England Association of Schools and Colleges "NEASC" Accreditation Coordinator	1,167
Early Intervention Team (4 persons in each building meeting outside of the school day)	371

High School English Department Head	5,517
High School Fine and Applied Arts Department Head	5,517
High School Mathematics Department Head	5,517
High School Science Department Head	5,517
High School Social Studies Department Head	5,517
High School World Language Department Head	5,517
High School Special Education Department Head	5,517
High School Guidance Department Head	5,517
Middle School Social Studies Department Head	5,517
Middle School Related Arts Department Head	5,517
Middle School Science Department Head	5,517
Middle School Mathematics Department Head	5,517
Middle School Language Arts Department Head	5,517
School Nurse Leader	5,517

Guidance Counselors shall be paid their per diem rate of pay for working five (5) days before the opening of school and five (5) days after the close of school if requested to work by the building principal.

Effective July 1, 2012, Team Chairs shall be paid an annual stipend of \$2,275 to work the 5 week days immediately after the teacher work year ends and the 5 weekdays immediately before the start of the teacher work year. These ten (10) work days may be changed only by mutual agreement of the Team Chair and the Director of Pupil Personnel Services.

Effective July 1, 2012, each kindergarten teacher who (1) is teaching in a kindergarten inclusion classroom, (2) is the indicated special education liaison on students' Individual Education Plans, and (3) has certifications/licenses from the Massachusetts Department of Elementary and Secondary Education in both special education and regular education covering the kindergarten grade level shall be paid an annual stipend of \$500.00. This provision only applies to Kindergarten teachers and does not apply to preschool classes, to Bright Beginnings, or any other grade level or substantially separate program.

Intramurals/Clubs

Fall, Winter, and Spring Clubs and Intramurals for Balmer and Middle Schools shall be compensated as follows:

3 hours per week for 10 weeks	955
1 1/2 hours per week for 10 weeks	530

Mentors

Effective July 1, 2012, the following New Mentor Language is applicable:

1. To be eligible for appointment as a mentor, an employee is required to have participated in training and must be certified as a mentor.
2. Mentors will conduct an initial meeting with the mentee(s) prior to the first day of school during the New Teacher Orientation, or other mutually convenient time before the first teacher day.
3. Mentors will attend four after-school meetings with the district mentor program coordinator.
4. Mentors will provide on-site mentoring for up to 3 first year and beginning teachers (within or outside the Mentor's primary teaching discipline) as assigned, to include, but not be limited to, some or all of the following activities:
 - modeling and reflecting on good teaching-learning practice
 - observing, assessing (i.e. discerning strengths, needs), guiding, and coaching mentees.
 - connecting the mentee to other resources as needed.
5. Mentor compensation for the above activities (initial meeting, four after-school meetings with program coordinator, providing on-site mentoring) is as follows:

Number of Mentees	Compensation
1	\$ 800
2	\$ 1,000
3	\$ 1,200

For full year stipend positions, the employee will be paid for work done in two equally-spaced payments, the first payment equal to one-half the stipend paid halfway through the school year (after the 90th school day) and the remaining half on the last pay period of the school year. For less than full year stipend positions, the employee will be paid the full stipend for work done at the end of the completion of service.

Stipend Review Committee

The School Committee and the Association agree to establish a stipend review committee (SRC). The SRC shall be comprised of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The SRC shall begin its work prior to September 30, 2019 and made recommendation to the School Committee and the Association no later than May 1, 2020. Recommended changes are subject to approval by the School Committee and the Association. The SRC shall examine the duties and time commitment for each stipend

position, may propose modifications to job descriptions for each stipend position, may recommend the dollar amount of each stipend, may recommend updating the list of stipends (removing obsolete stipends and adding new stipends), and may propose a system for establishing new stipend positions. The stipend positions to be reviewed by the SRC include the following:

- i. Athletic Stipends
- ii. Extracurricular Salary Schedule
- iii. Music Salary Schedule
- iv. Coordinators and Other Positions
- v. Team Chairs
- vi. Intramurals/clubs
- vii. Mentors
- viii. Any other stipends in the current CBA.

In the event that the SRC makes a recommendation to the School Committee and Association on stipend amounts in accordance with the paragraph above and following such recommendation no agreement on the stipend amounts is reached between the School Committee and the Association, the stipends shall be increased effective with the start of the 2020-2021 school year by 0.5% for the 2020-2021 school year. In the event that no agreement on the stipend amounts is reached between the School Committee and the Association prior to the start of the 2021-2022 school year, the stipends shall be increased by 0.5% for the 2021-2022 school year. If, however, the SRC makes a recommendation to the School Committee and to the Association on stipend amounts and the School Committee and the Association reach agreement on the stipend amounts, then the increases to stipends provided in this paragraph shall be null and void and shall not be implemented.

ARTICLE XI
REIMBURSEMENT OF TRAVEL

All travel undertaken with the authority of the Northbridge School Department and utilizing the employee's personal vehicle will be reimbursed at the current I.R.S rate per mile, plus tolls and parking fees. Included but not limited to is authorized and necessary inter-school travel.

ARTICLE XII
POSTING OF PROFESSIONAL POSITIONS

Whenever any vacancy in a bargaining unit position occurs, the vacancy will be publicized by notice on the District's email system and a hard copy sent to the President of the Association.

1. Position(s) will be posted internally for a minimum of five (5) calendar days before being filled.

2. The qualifications for a position and its duties may be included or the posting will stipulate that qualifications are made available upon request.
3. Bargaining unit members will be given preference for an interview. The District will interview at least three (3) applicants from within the bargaining unit. In the event that there are fewer than three (3) applicants from within the bargaining unit, all applicants will be interviewed.
4. If the principal, in his/her sole discretion, does not select any of the candidates from within the bargaining unit, the position may be filled by a candidate who is not a member of the bargaining unit.
5. Newly employed members of the bargaining unit, initial salary step placement shall be at the District's discretion. Academic credentials shall determine lane placement.
6. The District shall make every reasonable effort to fill permanent vacancies in a timely manner with permanent replacements who are members of the bargaining unit.

ARTICLE XIII TRANSFER

Although the Committee and the Association recognize that transfer of teachers from one school grade level, and/or subject area to another is unavoidable, they also recognize that frequent transfers of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, it is agreed that:

- A. When involuntary transfers of teachers from one school, grade level, and/or subject area to another are necessary, a teacher's area of certification, quality of teaching performance and seniority shall be considered in determining which teacher is to be transferred.

The parties agree that preference in transfers shall be given to the most senior teacher provided that qualifications and performance are substantially equal.

- B. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his 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 Superintendent (or his designee) will meet the Association's representative to discuss the transfer.
- C. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Northbridge School System. All such teachers will be given adequate time off for the purpose of visiting schools at which such opening exist.

- D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.
- E. Exceptions to the provisions of Sections A, B, C, and/or D above, may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Association will be notified in writing of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two there-of.
- F. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- G. Before a teacher is reassigned or transferred to a particular school, grade level or subject area the principal of the school in question will be consulted regarding said reassignment or transfer.

**ARTICLE XIV
REDUCTION IN STAFF**

- A. The Superintendent/designee shall consider the best interests of students in the school or district and the qualifications of employees in determining who shall be laid off or reduced.
- B. In the event that it becomes necessary to reduce the number of employees within the school system, the following shall apply.
 - 1. No teacher with professional teacher status (PTS) shall be laid off pursuant to a reduction in force (RIF) or reorganization if there is a teacher without such status for whose position the teacher with PTS is currently certified.
 - 2. In the event that layoffs of teachers with PTS are necessary, a teacher's qualifications, and the best interests of students shall be used to determine the order of layoff. The criteria for determining qualifications shall include the following:
 - Indicators of job performance as provided in Section B.3 below,
 - Experience in the subject matter/area and grade levels,
 - Licensure/certification area and status of license/certification; and
 - The employees' disciplinary suspension records in the past five years in the district.
 - 3. With respect to indicators of job performance, the following order for reductions shall apply:

- (i) The teacher(s) is currently on an Improvement Plan; followed by
- (ii) The teacher(s) is currently on a Directed Growth Plan; followed by
- (iii) The teacher(s) is currently on a Self-Directed Growth Plan and has had a final summative rating of unsatisfactory in at least one of the previous two summative evaluations; followed by
- (iv) The teacher(s) is currently on a Self-Directed Growth Plan and has had a final summative rating of needs improvement in at least one of the previous two summative evaluations; followed by
- (v) The teacher(s) is currently on a Self-Directed Growth Plan and has had a final summative rating of Proficient or Exemplary for the previous two summative evaluations.

Teachers in category (i) above who are laid off shall not be eligible for recall.

- 4. Seniority shall be used as a tiebreaker among teachers whose qualifications are no different. Seniority shall be determined as provided in Section C below.

C. Seniority

For the purposes of this Article, Length of Service shall be defined in accordance with the following:

- 1. Any day of paid contract work counts if the individual worked at least 50% of the day.
- 2. Contracted work means work as a member of Bargaining Units A or B, permanent substitute teachers and approved leaves. Effective in the 1984 school year, permanent subs will not be credited with seniority in that position upon entering Unit A.
- 3. An individual taking maternity leave prior to a state-mandated paid 8 week leave will be credited with 8 weeks.

Anyone moving from Unit A to Unit B and back to Unit A will be credited with the total time in both units.

- 4. In the event of a tie in the amount of contracted work, ties will be broken by:

- a. the total amount of additional work credits (on days other than those credit already under item #1 above): i.e. Title I, summer school, substituting, or school tutoring.
- b. a lottery will be used to break any unresolved ties.

D. Notice

Teachers who are to be affected by a reduction in staff must be notified in writing not later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.

E. Recall

Teachers who have been laid off and who are eligible for recall shall be entitled to recall rights for a period of two years from the effective date of their respective layoffs. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits to which a teacher was entitled at the time of the layoff shall be restored in full upon reemployment within the recall period. Preference will be valid no longer than fifteen (15) days after the mailing date of the notice. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

F. Insurance

Laid off employees may continue group Health and Life Insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Town of Northbridge the total premium cost. Failure to forward premium payments to the Town of Northbridge or refusal to return to employment upon recall will terminate this option.

ARTICLE XV
CERTIFICATION OF TEACHERS

In order to insure that pupils are taught by teachers working within their areas of competence and training, teachers will not be assigned involuntarily to duties outside the scope of their teaching certificates and/or their major or minor field of study. The Association will be informed when a teacher is hired on a waiver.

ARTICLE XVI
SABBATICAL LEAVE

- A. Sabbatical Leave for approved study or research, considered in the best interests of the school system, may be granted a teacher by the School Committee upon the recommendation of the Superintendent of Schools after at least seven consecutive years of experience in the Northbridge Public Schools.

- B. During the period of a study or research, the teacher or Coordinator will receive full salary minus any scholarship, fellowships or grants, but not to exceed his total regular annual salary for that year. Tuition grants are not to be construed as part of scholarships, fellowships or grants in determination of the amount of salary to be received by the teacher while on sabbatical. Their period of leave will be considered a period of teaching for purposes of measuring teaching experience for salary determination.
- C. For teachers, salary will be interpreted to mean the basic salary excluding supplemental payments for special assignments they would have been paid for the year while they were on leave.
- D. Coordinators salary will be interpreted to mean the total salary they would have been paid for the year while they were on leave.
- E. Requests for sabbatical leave consideration shall be made to the Superintendent before April 1st of the school year previous to the school year for which the sabbatical leave requested.
- F. A person requesting sabbatical leave shall file with the Northbridge Teachers Association a detailed Sabbatical Leave Plan. This will include a complete statement of aims and objectives are to be achieved. The Association will forward the above plans to the Superintendent with their comments and recommendations as to what, in their opinion, will contribute to the best interests of the school system.
- G. Before beginning the sabbatical leave, the teacher or Coordinator will enter into a written agreement with the School Committee that upon termination of such leave he will return to service in the public schools of Northbridge for a period equal to two times the length of such leave and that, in default of completing such service he will refund to the Town of Northbridge an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. However, the teacher or Coordinator shall be released from such payment if his failure to serve for the time stipulated be due to illness, disability, or death, a reason satisfactory to the School Committee, or if he is discharged from his position by the Committee.
- H. A teacher or Coordinator on sabbatical leave shall retain those rights to salary, tenure, seniority, and all other rights which would otherwise be his if he were actively teaching in the system and shall be eligible for insurance benefits during the period of leave.
- I. A member of the professional staff who has been given a sabbatical leave shall serve for an additional five (5) years, before being eligible for consideration for a second sabbatical leave.

- J. A maximum of 2% of the full-time professional staff shall be granted sabbatical leave during a single year. Under normal circumstances no more than one person from the secondary school level.
- K. The payment for sabbatical leave shall be inclusive, and no other payment shall be made under this contract to the teacher taking said leave during the sabbatical year.

ARTICLE XVII
SICK LEAVE

- A. Teachers are entitled to fifteen (15) sick leave days each school year with out loss of pay from the first official day of said school year whether or not they report for duty on that day. Sick leave may be accumulated from year to year, to a maximum of 184 days. An employee may utilize 3 of his/her sick days for medical appointments.

Fifteen (15) sick days per teacher who has accrued one hundred eighty-four (184) sick days shall be added to the sick leave bank, Article XIX, Section F.

- B. Teachers will be credited immediately upon the effective date of this contract with their accumulated sick leave days as earned in the previous contract superseded by this agreement.
- C. By September 30th of each school year, the Superintendent of Schools will provide each teacher a written notice of the total number of sick leave days the teacher has accumulated from previous years of teaching in Northbridge.
- D. A physician's written evidence of illness may be requested of any teacher who is absent because of personal illness for more than five (5) consecutive school days. Illness and physical disability are synonymous.
- E. It is understood and agreed by the parties that sick leave may be used for illness in the immediate family of members of the Bargaining Unit. However, the provisions of Section D. above shall apply when utilizing sick days for illness in the immediate family. Except in extenuating circumstances, there shall be a limit of seven (7) sick days per year for members of the immediate family. For purposes of this article, the following are examples of extenuating circumstances:
 - 1. Hospitalization of a member of the immediate family;
 - 2. Bedside care not requiring hospitalization;
 - 3. Terminal illness;
 - 4. Chemotherapy/radiation treatments;

5. Kidney dialysis.

Notwithstanding the aforementioned examples, the Superintendent may, at his discretion, grant exceptions that would constitute an extenuating circumstance.

- F. All members of the bargaining unit who have twenty (20) years of service in the Northbridge School System will be compensated for eighteen (18) unused sick days at their per diem rate of pay when leaving the employ of the school system.
- G. Whenever a teacher or administrator is absent from his/her duties as a result of personal injury caused by any injury occurring in the course of his/her employment, his/her salary, less workmen's compensation payments, for the period of incapacity related to such injury until such time as medically cleared to return to work by the Workers' Compensation physician. Such absence will not be charged to his/her annual sick leave on a pro-rated basis.

ARTICLE XVIII
SICK LEAVE BANK

- A. The Northbridge School Committee agrees to establish a sick leave bank for the use of professional personnel who have exhausted their accumulated and annual sick leave days and require additional leave to make full recovery from illness and would otherwise lose pay through such continued illness. The sick leave bank will be administered by a committee of NTA members, who have been appointed by the president of the NTA prior to the start of each school year.
- B. Only members of the bargaining unit covered by this collective bargaining agreement shall be eligible to receive the benefits of this bank.
- C. Beginning with the 07/08 school year, the district shall set aside five hundred (500) days to initially fund the sick leave bank.
- D. Employees may draw from the bank as many additional sick leave days with full pay as may be necessary to make full recovery from extended illness within the following limits:
 - 1. All members of the bargaining unit with professional teacher status or others with at least three years of continuous service shall be entitled to one hundred eighty-four(184) days a year.
 - 2. Among teachers without professional status,
 - a.) First year teachers will not be eligible for sick leave bank benefits.

- b.) Second year teachers will become eligible for sick leave bank benefits upon the accumulation of their twentieth sick leave day. Continued eligibility during the second year will depend upon maintenance of a minimum of twenty sick leave days prior to the onset of the illness(es) which would require the use of sick leave bank benefits.
 - c.) Whenever the accumulated days are reduced below two hundred (200) days, the district shall contribute two (2) days per bargaining unit member eligible for the sick leave bank to replenish the bank. In no case shall the total number of days deposited in the bank exceed five hundred (500) days. In the event of widespread use of the bank resulting in depletion of the bank below two hundred (200) days, the association will contribute one day per member eligible for the sick leave bank from the annual member's allotment of fifteen (15) sick days to replenish the sick leave bank.
 - d.) Second and third year teachers shall be entitled to one-half sick day from the sick leave bank for each day of sick leave in his or her personal sick leave account at the time of the onset of the illness(es) which require the use of sick leave bank benefits.
- E. Employees shall commence receiving benefits of the sick leave bank within the limits of Section D when the following conditions are met:
- 1. Employees shall have exhausted their own individual sick leave, both annual and accumulated.
 - 2. Employees must present written medical evidence of illness(es) or disability(ies) to the School Committee along with an estimated date of recovery and return.
 - 3. Sick days drawn from the bank shall be actual work days in which school is in session excluding weekends, holidays, school closing and vacation periods.
- F. Days placed in the bank and unused at the end of the year shall remain in the bank and shall accumulate from year to year for use by employees in subsequent years.
- G. Terminal pay computed upon the basis of the employee's own individual accumulated sick leave while employed in the Northbridge School System shall be reduced by any sum received for extended illness through the Sick Leave Bank.
- H. The total accumulated days shall be in accordance with D2c above.
- I. The total accumulated sick leave in the sick leave bank shall not exceed 500 days at any one time. When the accumulated sick leave in the sick leave bank falls below 500 days

the maximum accumulation shall be restored in accordance with Section C of this article.

- J. Upon return from the extended sick leave for which benefits were received through the Sick Leave Bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in this Contract.
- K. The School Committee will provide the Association with the following information:
 - 1.) How many days in the bank by October 1 of each school year,
 - 2.) the names of those individuals who have applied for sick days and how many days were granted.

**ARTICLE XIX
LEAVES OF ABSENCE**

- 1. **Military Leave**
In accordance with Chapters 59 and 59A of the General Laws of Massachusetts and any other applicable law, military leave will be granted employees to serve in any branch of the armed forces of the United States or to perform temporary active duty with a unit of the United States Armed Forces or National Guard. Such teachers will receive all benefits and rights permitted or required under law obtaining at the commencement of the employee's military duty.
- 2. **Bereavement Leave**
Teachers are entitled to five (5) consecutive days leave without the loss of pay for death of the employee's spouse, child or stepchild. Teachers are entitled to three (3) consecutive days leave without loss of pay (which can be extended to five (5) days upon notification by employee or family member on day 3.) for each instance of death in the immediate family (a relative living in same household) (parent, stepfather, stepmother, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild, spousal equivalent, and significant other.) One (1) day shall be provided for aunts and uncles.
- 3. **Personal Leave**
Each teacher shall have three (3) days personal leave each school year to be used solely for the purpose of tending to business, legal, medical, religious holiday observance, or family matters which cannot otherwise be carried out during non-school hours. Any other matter of a critical personal nature shall also be grounds for personal leave privileges. No personal leave will be used on days immediately preceding or immediately following a holiday or vacation period for the purpose of extending a holiday or vacation period, except with the approval of the Superintendent. Every effort will be made by the teacher not to schedule personal business on Professional Development days. Notification of the

use of personal leave shall be made to the School Superintendent as soon as possible. Unused personal leave shall be transferred to an individual teacher's sick leave accumulation at the end of each school year.

4. Maternity Leave

- A. Maternity and child rearing shall be granted in accordance with applicable Massachusetts and Federal Laws.

Upon receipt of at least two (2) weeks written notice of her anticipated date and intention to return, the School Committee shall grant a leave of absence of up to eight (8) weeks in accordance with Chapter 149, Section 105D, of the General Laws of Massachusetts.

Available Sick Leave benefits may be utilized by employees who are certified by their physician as being disabled. Said certification must be forwarded in writing to the School Committee.

An employee returning from the aforementioned leave shall be restored to her same position with the same status, pay, length of service credit, and seniority as of the date the leave commenced.

- B. Extended maternity or paternity leave shall be granted upon application for such leave to the Superintendent. The maximum duration of such extended maternity leave shall be the period beginning at the end of regular maternity leave, as provided in Section A of this Article, and ending on the September the first following the newborn child's first birthday. Male teachers shall be permitted extended paternity leave without pay. Notice of pregnancy must be given to the superintendent together with intention to take extended paternity leave no later than thirty days prior to birth, except under extenuating circumstances. Extended paternity leave will commence with the birth of the teacher's child and shall end on the September the first following the newborn child's first birthday and shall include all FMLA leave to which the teacher is entitled. If both the mother and father are employees of the Northbridge Public School system, only one parent may take extended leave under this Section 4.B.

When a teacher adopts a child of less than three years of age, that teacher, upon written request to the Superintendent, shall be granted a child rearing leave of absence not to exceed six (6) months.

Teachers returning from the aforementioned leave shall be restored to the same or similar position with the same status, length of service credit, and seniority as of the date his/her leave commenced.

Teachers returning from said leave shall be placed on the same step of the salary schedule as of the date the leave commenced, if the leave commenced prior to the 90th day of the school year. In the event that the leave commenced after the 90th day of the school year, the teacher shall be placed on the step next following the step he/she was on when the leave commenced.

5. Peace Corps and Vista
A leave of absence of up to two (2) years shall be granted to any teacher who joins the Peace or Vista Corps in an instructional capacity and is a full-time participant in any such program.
6. Leave of Absence - Alternative Career
All members of the bargaining unit shall be entitled to an unpaid leave of absence for the purpose of seeking an alternative career subject to the following conditions:
 1. Notification must be given to the Superintendent of Schools by April 15th of the school year prior to the commencement of the leave. However, the Superintendent shall have discretion in granting a leave subsequent to April 15th.
 2. The length of said leave must be for one year; only once shall such leave be granted to a member. Such leave is to commence on the first school day.
 3. Notification of intent to return must be provided to the Superintendent of Schools by April 1st of the year immediately preceding the next school year (September).
7. Family and Medical Leave
In addition to the above leaves of absence, all members of the bargaining unit shall be entitled to the benefits of the Family and Medical Leave Act of 1993.
8. Delegate Leave
The Association shall be entitled to one (1) delegate to attend the MTA Annual Meeting.
9. President's Leave
The President of the Northbridge Teachers Association shall be entitled to three days to attend statewide president conferences/meetings.

**ARTICLE XX
GENERAL PROVISIONS APPLICABLE TO LEAVE OF ABSENCE**

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and personal leave will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available and/or as required by an applicable statute. If the same position is not available, the teacher will be assigned to the most nearly equivalent position which is available at the time of his return and for which he is certified and qualified.

ARTICLE XXI
TAX-SHELTERED ANNUITY

- A. In order to provide for a non-forfeitable tax-sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his or her employment compensation.
- B. Such contract shall specify the premium to be paid toward the annuity and the benefits payable thereunder.

ARTICLE XXII
RELEASE TIME

Release time for in-service departmental meetings will be made available for the study of problem areas, revision of courses of study, etc., such meetings to be agreed to by the principals involved and the Superintendent of Schools.

ARTICLE XXIII
LESSON PLANS

Staff are encouraged to utilize recommended lesson plan formats which may be customized to meet individual teacher needs.

ARTICLE XXIV
LONGEVITY INCREMENT

- A. Qualifications
 - 1. Employees must have been employed in the Northbridge School System for twenty (20) years, on or before their 65th birthday in order to participate in the retirement increment program.
 - 2. All eligible employees must indicate, in writing, on or before their 62nd birthday the date on which such employee shall retire.
- B. Amount of Increment

During the last three years of employment in the Northbridge School System, retiring employees shall receive annual incremental increases in recognition of their length of service in the Northbridge School System. The first increment, earned three years prior to retirement and each of the following two years thereafter, shall be \$300.00. The second increment, earned two years prior to longevity and compounded the following year thereafter, shall be \$500.00. The third increment shall be earned in the year immediately preceding longevity. This increment shall be \$1,000.00.

All increments will be in addition to the employees' annual pay at the time the increments are earned. The total increment over a three year period shall be \$2,900.00 above the salary the employee would have normally earned.

C. Forfeiture of Increment

Employees participating in the longevity increment program who do not retire, on the date stipulated on or before their 62nd birthday may be required upon the request of the School Committee to repay the full amount of the longevity increment.

D. ALTERNATIVE LONGEVITY

Bargaining unit members with twenty completed years of service in Northbridge may elect longevity payment of \$3,000.00 per year for three consecutive years of employment that follow acceptance under this provision of Article XXIV. Sick leave benefits specified in Article XVII F and longevity payments specified in Section B of Article XXIV will cease upon acceptance under this portion of Article XXIV. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated.

1. Application is required and immediate placement is not insured, since the system retains the right to set budget limits. In no case will the Committee's total liability in any fiscal year exceed forty-five thousand (\$45,000.00) dollars. The system reserves the right to restrict participation to the 5 most senior applicants per year. Members selecting but not immediately placed under the provisions of paragraph B will be carried forward to the next school year and placed at the top of the list.
2. In the event that more than 5 members select this option in a specific year, the following sequence of events will take place:
 - a. A request will go to all members who have elected this option seeking members willing to delay the start of this option to the next school year. Members will have five (5) school days to respond to this request.
 - b. If a budgetary problem exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remainder starting in the next school year.
 - c. No bargaining unit member will be denied immediate placement on the optional longevity schedule specified in paragraph B of this article for any reason other than specified in paragraph D, section a and b.
 - d. Upon denial of benefits as specified in paragraph "D," bargaining unit members shall be eligible for benefits specified in Article XVII and XXIV B.

3. The NTA and NSC will annually review this Article prior to March 1st to increase, decrease, or leave unchanged and the longevity payment of \$3,000.00. Consensus is required for a change to become effective.

ARTICLE XXV
MTA CREDIT UNION

- A. The MTA Negotiations Committee and the Northbridge School Committee agreed upon the establishment of an MTA Credit Union for savings only. Individual participants must indicate a set amount to be withdrawn each pay period.
- B. The School Department will handle no loans and no withdrawals. Such transactions must be handled between the individual and the Boston Office.

ARTICLE XXVI
CLASS SIZE

A maximum pupil classroom teacher ratio shall not exceed 25 to 1 whenever possible. In all classes where there are laboratory stations, listening booths, or other work areas or stations, the maximum number of students, assigned to these areas, shall not exceed the number of spaces whenever it is possible.

ARTICLE XXVII
EVALUATION

Purposes of Evaluation

The specific purposes of evaluation agreed upon by the School Committee and the Northbridge Teachers' Association are:

- To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
 - To provide a record of facts and assessments for personnel decisions.
 - To ensure that there is a system to enhance the professionalism and accountability of teachers that will enable them to assist all students to perform at high levels (603 CMR 35).
1. The Association and the District, collectively referred to as the "Parties", agree to use and implement the model DESE evaluation system, model rubrics, and model collective bargaining contract language.
 2. The District agrees to provide all educators new to the district with training on the agreed upon evaluation system.
 3. The Parties agree to adopt the DESE model evaluation process with the following modifications:

- a) The evaluator(s) will do a minimum of 6 walkthrough observations for every Non-PTS educator each school year. A minimum of 3 walkthroughs observations will be completed by the 90th school day for each Non-PTS educator. The evaluator(s) will do a minimum of 3 walkthrough observations for every PTS educator each school year. A minimum of 2 walkthrough observations will be completed by the 90th school day for each PTS educator. At any point, an educator may request additional walkthrough observations. Central Office staff may conduct one (1) walkthrough observation per educator provided the educator agrees; this sentence does not apply to evaluators listed in 3. b) below when they are the primary evaluator for the educator.
 - b) Central office staff , listed below, will become the primary evaluators for district-wide and shared positions, namely:
 - Director of Pupil Personnel Services - TEAM chairs, OTs, speech pathologists, school psychologists, district-wide school adjustment counselor
 - Director of Curriculum & Instruction – Instructional/curriculum coach(es)
 - Director of Educational Technology – Instructional Technology Specialists
 - c) Timelines will be adjusted as indicated on the “Timeline” attachment.
4. For educators who may be on leave for any portion of the school year greater than 60 consecutive calendar days, decisions regarding adjustments, if any, to the timelines for the evaluation process will be made jointly by the Administration and the Association on a case by case basis.
 5. Representatives of the Association and of the District agree to meet regularly during the FY14-16 years to evaluate the ongoing implementation of the Educator Evaluation System and resolve any issues that may arise.

EVALUATION CYCLE TIME FRAMES – Northbridge Public Schools

Activity	One-year cycle: Developing Educator, PTS on Plan	Two-Year Cycle: PTS staff Year 1	Two-Year Cycle: PTS staff Year 2
Self-assessment (Evaluator meets with developing educator to assist in self-assessment and goal setting – self-assessment entered into TeachPoint)	By October 1	By October 1 of Year 1	N/A
Goals set and entered into TeachPoint (Evaluator may meet with teams or individuals to establish goals)	By October 15 th	By October 15 th of Year 1, or at Summative meeting in Year 2	By October 15 th **Only if Year One goals were one year in duration**
Evaluator signs Educator Plans	By November 1	By November 1 of Year 1	
Evaluator completes first observation/walk-through	By November 15 th	By 90 th day of school	By 90 th day of school
Evaluator completes observations/ walk-throughs, generally ten minutes in duration each	At least one formal, announced observation (1 st year teachers) and 5 unannounced walk-throughs by April 15 th , with at least three walk-throughs completed by the 90th day	At least three unannounced walk-throughs completed by April 15 th with at least one walk-through completed by the 90th day of school	At least three unannounced walk-throughs completed by April 15 th with at least one walk-through completed by the 90th day of school
Educator submits evidence of progress on SMART goals and all standards for mid-cycle Formative Assessment	Generally, between January 5-20 th	By May 1 of Year 1	N/A
Evaluator completes mid-cycle Formative Assessment	By February 1	N/A	N/A
Evaluator holds Formative Assessment meeting, if requested by Evaluator or Educator (or if ratings are Needs Improvement or Unsatisfactory)	By February 15 th	N/A	N/A
Educator submits evidence of progress on SMART goals and all standards for Formative/Summative Evaluation	By May 1 (or later, if previously discussed and agreed upon with Evaluator)	By May 1 (or later, if previously discussed and agreed upon with Evaluator)	By May 15 th of Year 2
Evaluator completes Summative/ Formative Evaluation Reports on TeachPoint	By May 15 th	By May 15 th	By June 1 st of Year 2
Evaluator meets with Educators whose overall Summative or Formative Evaluation ratings are Needs Improvement or Unsatisfactory	By June 1 st	By June 1 st	By June 10 th of Year 2
Evaluator meets with Educators whose ratings are Proficient or Exemplary at request of Evaluator or Educator	By June 10 th	By June 10 th	By June 15 th of Year 2
Educator signs Summative/ Formative Evaluation Report and adds response, if any	By end of school year	By end of school year	By end of school year

**ARTICLE XXVIII
AGENCY SERVICE FEE**

This Article XXVIII intentionally left blank.

**ARTICLE XXIX
MANAGEMENT RIGHTS**

Except to the extent specifically abridged by a specific provision of this Agreement, the School Committee shall have, and may exercise without that exercise being subject to grievance or arbitration except as provided in Section 2, all the powers, authority and prerogatives of school management and governmental authority including, but not limited to, the following:

1. The direction and conduct of all the educational affairs of the Department and its schools, including determination and evaluation of educational curriculum, scheduling and cancellation of classes and courses, determining class size and student competency, and conducting professional improvement programs.
2. The organization and direction of personnel of the Department and its schools, including hiring, appointing, promoting, supervising, evaluation, demoting, suspending, disciplining, transferring, laying-off, discharging employees, and determining the number of personnel of the Department and its schools.

The School Committee agrees that if the Association claims that the Committee has demoted, suspended, disciplined or discharged employees (with the exception of the non-reappointment of non-tenured teachers) in an unjust or unreasonable manner, said claim shall be subject to the provisions of Article IV-Grievance Procedure.

3. Direction of the operations and services of the Department and its schools, including determining whether to make, purchase, or lease goods or services, and selecting, changing, eliminating equipment, facilities, programs, schools, or technology.

**ARTICLE XXX
PRE-TAX EXEMPTION**

Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act) effective January 12, 1988, the Northbridge School Committee agrees to make every reasonable effort to persuade the Board of Selectmen of the Town of Northbridge to adopt a cafeteria plan, effective January 1, 1990, pursuant to the provisions of Chapter 697 of the Acts of 1987, to allow employee contributions to health insurance and group term life insurance paid by pre-tax earnings.

ARTICLE XXXI
DRUG AND ALCOHOL POLICY

Consumption of, or being under the influence of, any controlled substance during working hours, including school activities held outside school hours, may result in disciplinary action. The term "controlled substances" includes alcohol. Prescription and over-the-counter medications, taken in accordance with medical instructions, are excluded from these regulations.

When it is determined that disciplinary action is necessary for violation of the regulation above, the following progressive disciplinary procedures will be applied:

The first offense will result in a written reprimand from the principal.

The second offense shall result in suspension without pay by the principal.

The third offense shall result in a recommendation by the principal that the employee be terminated.

If the employee has a substance abuse problem, information will be made available concerning employee assistance programs and/or other professional help programs and the employee will be encouraged to seek professional assistance.

The employee's participation in a rehabilitation or similar program shall be given favorable consideration and may result in a recommendation of lesser discipline than would otherwise be warranted.

If the Superintendent determines that an employee be suspended, terminated, or otherwise disciplined, he/she will be entitled to all his/her rights under the collective bargaining agreement and the general laws including Chapter 71.

The Superintendent may terminate an employee who distributes, dispenses, or possesses a controlled substance on the job. The employee will be entitled to all rights under the contract and general laws including Chapter 71. In the event that an employee is found to be in possession of an unlawful controlled substance on the job, the police will be notified.

ARTICLE XXXII
CORI LANGUAGE

1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks for all members of the bargaining unit.
2. The parties agree that no employee shall be subjected to a CORI check more frequently than once in every three years.

3. The School District will provide the Association with an advance copy of the CORI request authorization prior to distribution to any employee. Once the initial form has been provided, additional copies need only be provided in the event that the form is modified.
4. Employees shall be made aware upon initial hiring that CORI reports concerning them are being requested and when such request is actually made.
5. Each employee shall be provided a copy of his/her CORI report. In the event that an employee, upon review of his/her CORI report, notifies the District that he/she intends to challenge the results of the check, the District shall not disseminate the results except as is necessary for administration of personnel and collective bargaining matters. In the event that the employee prevails on the challenge the record shall be treated as sealed by the District for all purposes.
6. All CORI reports shall be kept in a separate file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her report.
7. After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

**ARTICLE XXXIII
COMPLAINTS AND PERSONNEL FILES**

1. All staff will be promptly advised of alleged complaints received by the Administration from a community member, parent, student or other person which alleges a significant breach of professional conduct or performance deficiencies. This information will give the employee an opportunity to rectify the situation and answer the alleged complaint. As to alleged complaints or allegations of criminal conduct or administrative complaints of a non-academic nature, the individual will be advised of such matters in a time frame appropriate to the circumstances.
2. A teacher may request to have a representative of the Association present when he/she is to be interrogated by administrative personnel for an alleged infraction of discipline. In such cases teachers will be advised of the general nature of the issue prior to the meeting, e.g. "parental complaint" or a "student issue" and the specifics will be discussed at the meeting. Generally, discussions regarding delinquency in professional performance will be addressed in the evaluation process by the teacher and evaluator provided, however, that in any discussion about suspension or discharge related to classroom or instructional performance deficiencies, the teacher shall be advised pursuant to M.G.L. 71s. 42D that he or she may have a representative of the Association present.

3. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents. A refusal to sign shall be documented by the administrator and filed within the materials.
4. The teacher shall have the right to respond to any material filed and have such response attached to the file copy.
5. Upon receipt of a written request, the teacher shall have the right to inspect and make copies of his or her records pursuant to General Laws of Massachusetts, Chapter 71, Section 42C. Any document that the employee wishes to copy shall be subject to a reasonable copying fee established by the District.
6. Only authorized members of the District administration, clerical personnel in the Superintendent's Office, or a designated agent of the District, such as district counsel shall have access to the contents of any employee's personnel file without the written consent of that employee.

**ARTICLE XXXIV
STAFF AND STUDENT SAFETY**

1. All staff and shall be required to report cases of child abuse pursuant to M.G.L. c. 119, §51A. Administrators shall investigate any case of alleged tort including assaults on teachers, principals or students in connection with their employment, or attendance in school. A copy of the report and the results of the investigation will be filed with the Superintendent. The Superintendent shall acknowledge receipt of such reports and shall report this information to the victim and Committee to the extent required by law and given the privacy rights of all concerned.
2. Any assault on a teacher or student will result in a referral to the principal or Superintendent for appropriate disciplinary action by the principal or Superintendent. A hearing may be held by the principal pursuant to school policy or M.G.L. C. 71, §37H, who shall then report his or her findings to the Superintendent.
3. If an assault on a school department employee is by an adult who is not a pupil, the principal and the employee will promptly report the incident to the proper law enforcement authorities and the Superintendent of Schools.
4. If a staff member or student is assaulted, staff at the scene will render appropriate at-the-scene assistance to the victim.
5. The Northbridge Public Schools adhere to a drug and alcohol free school policy applicable to students and all staff. As a result, all staff are advised they should hereby

report all inappropriate behavior, or serious criminal activity such as drug use and sales, vandalism, assault and battery, larceny over \$250.00 and significant patterns of threats or harassments to the administration and the administration will report to the police as appropriate.

6. Indemnification of the teachers will be governed by State Statute. As determinations of eligibility for indemnification are subject to M.G.L. c. 258, all questions of insurance coverage or indemnification will be resolved by the courts and are not subject to the grievance and arbitration process.

ARTICLE XXXV
ASSISTANCE FOR SPECIAL EDUCATION TEACHERS

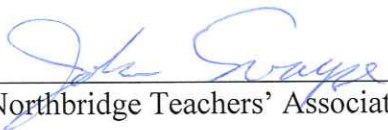
Consistent with the specific needs of a child's annual review, three year evaluation or IEP, sped teachers may be required to administer tests, write reports and IEP's when in the determination of the building principal, additional assistance for such teachers is necessary, the principal will make reasonable efforts to provide additional time to teacher for such tasks. (This language sunsets in June of 2010).

ARTICLE XXXVI
HEALTH INSURANCE

All Employees: 25% Employee contribution rate.

CONTRACT AGREEMENT

In witness whereof, the parties here unto set their hands and seal this 27th day of August 2019.


Northbridge Teachers' Association


Northbridge School Committee

Memorandum of agreement signed 7/11/2019