

CONTRACT BETWEEN THE
ATHOL-ROYALSTON REGIONAL
SCHOOL COMMITTEE AND
THE ATHOL TEACHERS ASSOCIATION
JULY 1, 2019 - JUNE 30, 2020

TABLE OF CONTENTS

Page		PREAMBLE	1
		RECOGNITION	2
		ARTICLE 1	2
		EXISTING COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT	3
		ARTICLE 3	4
		DUES DEDUCTION	4
		ARTICLE 4	4
		ASSOCIATION OF RIGHTS	4
		GRIEVANCE PROCEDURE	5
		ARTICLE 5	5
		NO STRIKE PROVISION	7
		ARTICLE 6	7
		PREPARATION OF CONTRACT	8
		ARTICLE 7	8
		LEGALITY OF PROVISIONS	8
		ARTICLE 8	8
		SCHOOL CALENDAR	8
		ARTICLE 9	8
		PROFESSIONAL CONSULTATIONS	8
		ARTICLE 10	8
		PERFORMANCE STANDARDS	9
		ARTICLE 11	9
		CRIMINAL OFFENDER RECORD INFORMATION	9
		ARTICLE 12	9
		ARTICLE 13	10
		DURATION	10
		APPENDIX A	12
		ARTICLE 1	12
		TEACHING HOURS AND TEACHING LOAD	12
		ARTICLE 2	14
		DUTY FREE LUNCH PERIODS	14
		ARTICLE 3	14
		STAFF MEETINGS	14
		ARTICLE 4	15
		EDUCATIONAL TESTING	15
		ARTICLE 5	15
		NON-TEACHING DUTIES	15
		ARTICLE 6	15
		IN-SERVICE EDUCATIONAL CONFERENCE TIME	15
		ARTICLE 7	16
		COMPENSATED LEAVES	16
		ARTICLE 8	21
		UNCOMPENSATED LEAVES	21
		ARTICLE 9	22
		ABSENCE	22
		ARTICLE 10	23
		SUBSTITUTE TEACHERS	23
		ARTICLE 11	23
		REDUCTION IN FORCE	23
		ARTICLE 12	25
		TEACHER ASSIGNMENTS	25
		ARTICLE 13	26
		TRANSFERS, VACANCIES, AND NEW POSITIONS	26
		ARTICLE 14	27
		TEACHER EVALUATION	27
		ARTICLE 15	28
		ADMINISTRATIVE DECISIONS	28
		ARTICLE 16	29
		FINAL DAY OF SCHOOL	29
		ARTICLE 17	29
		TEACHER FACILITIES	29
		ARTICLE 18	29
		SPECIALIST FACILITIES	29
		ARTICLE 19	30
		USE OF SCHOOL FACILITIES	30
		ARTICLE 20	30
		TEXTBOOKS	30
		ARTICLE 21	30
		CLASS RANK BOOKS	30
		ARTICLE 22	31
		FACULTY HANDBOOKS	31

31	INSURANCE	ARTICLE 23
31	LONG TERM DISABILITY	ARTICLE 24
32	PERSONAL INJURY	ARTICLE 25
32	HEALTH AND SAFETY	ARTICLE 26
32	CONTINUING EDUCATIONAL REQUIREMENTS AND REGULATIONS GOVERNING COURSE APPROVAL	ARTICLE 27
35	SCHOOL COUNCILS	ARTICLE 28
35	LEGISLATED SALARY	ARTICLE 29
35	DIRECT DEPOSIT	ARTICLE 30
36	SALARY FOR LEAD TEACHER	ARTICLE 31
36	SALARY FOR DEPARTMENT CHAIRS	ARTICLE 32
37	SALARY FOR GRADE LEVEL LEADERS	ARTICLE 33
37	AVAILABILITY AND COMPENSATION FOR SPECIFIED SERVICES	ARTICLE 34
40	LONGEVITY	ARTICLE 35
40	MIDDLE SCHOOL INTRAMURAL PROGRAM	ARTICLE 36
41	PAYMENT OF TEACHERS' SALARIES	ARTICLE 37
41	TEACHERS CONTRACTS	ARTICLE 38
41	JOB DESCRIPTIONS	ARTICLE 39
42	SCREENING AND INTERVIEWING FOR ADMINISTRATIVE POSITIONS	ARTICLE 40
42	SCHOOL COMMITTEE AGENDA	ARTICLE 41
42	MILEAGE	ARTICLE 42
43	TEACHER SALARY SCHEDULE	
44		NURSES ADDENDUM
45	DUTY FREE LUNCH PERIODS	ARTICLE 1
45	STAFF MEETINGS	ARTICLE 2
45	TEACHER ASSIGNMENTS	ARTICLE 3
45	COMPENSATED LEAVES	ARTICLE 4
46	CONTINUING EDUCATIONAL REQUIREMENTS AND RECERTIFICATION	ARTICLE 5
47		TEACHER MENTOR/INDUCTION ADDENDUM
55		COACHES ADDENDUM
	THE PARENTING, FAMILY AND MEDICAL AND SMALL NECESSITY LEAVE LANGUAGE IS ATTACHED TO THIS AGREEMENT	

CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this 1st day of July 2019, by the School Committee of the Athol-Royalston Regional School District (hereinafter sometimes referred to as the Committee), and the Athol Teachers Association (hereinafter referred to as the Association).

PREAMBLE

Recognizing that the prime purpose is to provide education of the highest possible quality for the children of Athol and Royalston, Massachusetts, and that good morale within the teaching staff of the Athol-Royalston Regional School District is essential to achievement of that purpose, we the undersigned parties to the Contract, declare that:

A. Under the law of Massachusetts, the Committee, elected by the citizens of Athol and Royalston, Massachusetts, have final responsibility for establishing the educational policies of the public schools of the Athol-Royalston Regional School District except as modified by the provisions of this Agreement. The Association recognizes the rights of the Athol-Royalston Regional School District and Superintendent in accordance with applicable provisions of Massachusetts General laws to: select and hire all employees; to promote employment; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, demote or discharge employees; to assign, supervise, or direct all working forces and to maintain discipline and efficiency among them; to lay off employees; and generally to control and supervise the Athol-Royalston Regional School District's operation and to exercise the other customary functions of management in carrying out its business without hindrance or interference by the Association.

The Committee's exclusive right to determine the levels of educational services and to establish educational policies includes, without limitation, the following:

- creating new positions and abolishing existing positions as a result of a legitimate reorganization for purposes of economy or efficiency
- whether or not to fill vacancies
- levels of expenditures
- the size and makeup of the workforce

A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees of the Committee in Unit A, said Unit comprising all professional employees (as such employees are defined in Section 1 of Chapter 150E of General Laws of Massachusetts), excepting assistant superintendents, assistant principals, principals, teaching principals, school doctor, and substitute teachers.

Unit A shall include:

- certified teachers
- certified guidance counselors
- certified psychologists
- certified speech therapists/pathologists
- certified librarians
- school nurses
- athletic director/health coordinator
- certified school social workers/adjustment counselors

ARTICLE I
RECOGNITION

- B. The Superintendent of Schools of the Athol-Royalston Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the regulations established by state law and policies established by the School Committee.
- C. The teaching staff of the public schools of the Athol-Royalston Regional School District has responsibility for providing in the classrooms of the schools education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE 2
EXISTING COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

Subject to the provisions of this Contract (and except as otherwise provided by Appendix A attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable on the effective date of this contract to the employees covered by the Contract shall continue to be so applicable.

For purposes of this Article the term "wages, hours and other conditions of employment applicable on the effective date of this contract" shall be ("past practices") defined as those pre-existing terms of employment which are not covered by the express provisions of this contract and which have been unequivocal, well recognized and acted upon, consistent, and mutually accepted over a reasonable period of time.

The parties agree that disputes over the application of this Article to decisions affecting the best interests of the students, as opposed to decisions affecting only benefits of bargaining unit employees, shall be resolved in the following manner:

1. The parties will bargain in good faith for a reasonable period of time in an attempt to reach agreement or to impasse;
2. Following the completion of bargaining either party may request arbitration to resolve the dispute. The parties will agree on a panel of three arbitrators. Written briefs will be submitted prior to the arbitration hearing. The arbitrator will issue a full decision within thirty (30) days of the close of the hearing.

3. The arbitrator shall consider whether the particular practice at issue meets the definition of past practice as set forth in this Article.
4. If the arbitrator determines that any "past practice" as defined in this Article has been changed then the arbitrator shall consider whether the Committee negotiated in good faith prior to changing the practice. If the arbitrator finds that the Committee did not negotiate in good faith then the arbitrator shall restore the practice to status quo and make the affected employees whole.

5. If the arbitrator finds that the Committee did negotiate in good faith then the arbitrator shall consider the positions of all parties regarding the changed practice and shall issue a decision based on a reasonableness standard considering the best interests of the students, the Association and the Committee.

The Association shall be afforded no less than one-half hour of time during opening day ceremonies/New Teacher Orientation/Convocation to address the bargaining unit as a whole. Attendance of individuals outside of the bargaining unit shall be at the discretion of the Association.

Representatives of the Association shall be allowed to meet with newly hired employees during their lunch period and on work premises, within ten (10) calendar days, from their start date of employment.

The employer shall (a) notify the Athol Teachers Association of each hiring decision in the bargaining unit, as soon as possible, and in no event later than three (3) days, after a prospective employee accepts an offer of employment and (b) provide the Association with each new hire's name, job title, worksite location, home address, work telephone numbers, any home and personal cellular telephone numbers on file with the public employer, date of hire, work email address, and any personal email address on file with the public employer. Other than to the Association, the employer will not release the home address, home or personal phone numbers, or personal email address of any employee to any third parties unless required by law or court order.

The District shall permit officers and representatives of the Athol Teachers Association [all units] to meet with bargaining unit employees during their lunch and on the work premises for the purpose of addressing workplace issues or engaging in other protected concerted activities, provided such activities do not unreasonably interfere with the school operations

**ARTICLE 4
ASSOCIATION RIGHTS**

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Athol-Royalston Regional School District all payroll deductions for the payment of dues duly authorized by employees covered by this contract.

**ARTICLE 3
DUES DEDUCTION**

ARTICLE 5
GRIEVANCE PROCEDURE

The purpose of the procedure as set forth hereinafter is to resolve differences concerning the Contract which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

For purposes of counting days to advance a grievance, school days are days when school is in session for students; regular business days are days when the central administration office is open. The central administration office is closed on weekends, federal holidays, and state holidays.

The time limits that follow will be considered maxima unless extended by mutual agreement in writing, which agreement shall not be unreasonably withheld:

LEVEL ONE: The aggrieved employee shall discuss the grievance with a member of the Professional Rights and Responsibilities Committee of the Association.

LEVEL TWO: If not disposed of to the employee's satisfaction by such discussions, the grievance shall be presented orally by the employee and a member of the Professional Rights and Responsibilities committee to the principal/other appropriate immediate supervisor with the objective of settling the grievance informally. At the option of the employee, this presentation shall be made within ten (10) school days or ten (10) regular business days following the occurrence of the grievance or following the date on which the employee should have reasonably become aware of the occurrence.

LEVEL THREE: If not disposed of to the employee's satisfaction by such discussions, the Association shall inform the Principal/other appropriate immediate supervisor in writing in a letter that shall name the grievant, generally describe the issue and request a hearing by date. The Principal/other appropriate immediate supervisor shall respond in writing by mutually agreed upon. The grievance shall then be presented orally by the employee and a member of the Professional Rights and Responsibilities Committee to the Principal/other appropriate immediate supervisor. At the option of the employee, this presentation shall be made within fifteen (15) school days or fifteen (15) regular business days.

LEVEL FOUR: If at the end of five (5) regular business days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) regular business days thereafter, file with the President of the Association and the Chairman of its Professional Rights and Responsibilities Committee a written statement of grievance.

LEVEL SIX: If at the end of the fifteen (15) regular business days next following such meeting, the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, after having consulted with the School Committee Chairperson or designee, and within fifteen (15) regular business days next following the conclusion of the above mentioned period of fifteen (15) regular business days, submit the grievance to the American Arbitration Association in accordance with the applicable rules of the American Arbitration Association. Written notice of the advancement of the grievance

in advance.
 involving the grievant, of which the Committee could not reasonably have been notified the grievance shall be deemed to be waived except in cases of illness or emergency, establish the date and time of the meeting. If the grievant is not present at the meeting, order to hear such a grievance, the School Committee and the Association will jointly cases of undue hardship. If a special meeting of the School Committee must be called in The aggrieved employee shall be at the meeting with the School Committee except in of the meeting excluding Saturday, Sunday, and State recognized holidays.

Law requires a posting of the Executive Session at least forty-eight (48) hours in advance scheduled meeting subject to any limitations imposed by the Open Meeting Law. That outside of the envelope. The Committee shall hear the grievance at its next regularly delivered to the office of the Superintendent, clearly identified as a grievance on the level shall be addressed to the Chairperson of the School Committee and shall be amendments. The notification of advancement of a grievance to the School Committee shall forthwith be presented in writing by the Association to the School Committee without Within five (5) regular business days following receipt of any such notice, the grievance

School Committee.
 Chairman in writing of the employee's desire to have the grievance presented to the employee may, within five (5) regular business days thereafter, notify the President and the grievance shall not have been disposed of to the employee's satisfaction, the **LEVEL FIVE:** If at the end of ten (10) regular business days next following such presentation,

superintendent will meet with the employee and the said President or Chairman.
 absence by the superintendent pursuant to school committee policy, the assistant which agreement shall not be unreasonably withheld. In the event of an extended attend the level four grievance presentations upon mutual agreement of the parties, his/her choice at the presentation of grievances at level three. Additional persons may an effort to settle the grievance. The Superintendent may include one other person of business days thereafter, meet with the employee and the said President or Chairman in said President or Chairman to the Superintendent, who shall, within ten (10) regular so desire, the grievance shall forthwith be presented in writing by the employee and the employee by the said President or Chairman, and if after such review the employee shall Within five (5) regular business days thereafter, such statement shall be reviewed with the

shall be forwarded to the School Committee at the same time it is forwarded to the MTA. All expenses for arbitration shall be shared equally by the School Committee and the Association.

Additional provisions relating to grievances:

A. If two or more named employees believe that they share a similar grievance arising from the same or similar facts, the grievances presented by these employees may be processed as a single grievance, following the procedures outlined above.

B. Any grievance in process shall be deemed to have been waived if the action required to present it to the next level shall not have been taken within the time specified at each level of the grievance procedure.

C. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

D. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Athol-Royalston Regional School District for any employee involved in presenting such grievance.

E. A grievance may be initiated at the level where the cause of the grievance first occurred, by mutual agreement.

F. The grievance should be considered confidential as stated and not published during the procedure by the Athol Teachers Association or the Committee unless mutually agreed.

G. The district recognizes the rights of the Association to file class action or association grievances on behalf of the bargaining unit.

**ARTICLE 6
NO STRIKE PROVISION**

The Association and all employees in the Units will not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collected and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation in their school system, and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that at least once every two months of the school year for the duration of no longer than two hours (unless mutually extended in time), it or its delegated subcommittee will upon request of the Association meet at a reasonable time and place with the Association or the Committee. Such consultations will be subject to the following stipulations:

**ARTICLE 10
PROFESSIONAL CONSULTATIONS**

- A. The Association will be consulted in the preparation of the annual school calendar.
- B. The school calendar effective within the duration of the contract shall become an addendum to this contract.

**ARTICLE 9
SCHOOL CALENDAR**

If any provision of this Contract is held to be contrary to law by an appropriate court of law, all other provisions of the Contract will continue in full force and effect, and the Committee and the Association will meet for the purpose of amending the illegal provision to meet the requirements of the law. Any such amendments mutually agreed upon by the Committee and the Association will be reduced to writing and added to the Contract as an addendum.

**ARTICLE 8
LEGALITY OF PROVISIONS**

- A. The responsibility for the final preparation of the Contract for distribution will rest with the Committee. All arrangements for printing, including such items as the choice of a typist/printer will rest solely with the Committee.
- B. The Association, after receiving the cost per copy, shall inform the Committee in advance of printing, the number of copies they wish to receive.
- C. The total cost of preparation will be broken down to a per-copy cost and the Association will reimburse the Committee for the number of copies they receive.

**ARTICLE 7
PREPARATION OF CONTRACT**

1. The following applies to criminal offender record information (CORI) pursuant to Chapter 385 of the Acts of 2002:
 CORI checks will be conducted one (1) time during every three (3) year period for individual employees covered by this agreement.

**ARTICLE 12
 CRIMINAL OFFENDER RECORD INFORMATION**

Upon mutual agreement, the Committee and the Association shall initiate the statutory process for changing Performance Standards. This process shall occur no more than one time during the life of an existing collective bargaining agreement.

**ARTICLE 11
 PERFORMANCE STANDARDS**

E. Nothing will be placed on the agenda unless it has been discussed with the appropriate administrative official.

D. Nothing in this Agreement shall prevent the parties from arriving at joint understandings through these consultations, and, if mutually acceptable, reducing said understandings to writing and during the term of this Contract appending such new items as addenda to this Agreement.

C. Definitive of the subjects that may be discussed in these consultations are: curriculum development, personnel and material needs, student problems, and other educational issues exclusive of wages, hours and conditions of employment.
 B. It is further agreed that the provisions of this Article will in no way be construed as broadening the scope of other sections of this Agreement as a whole, nor will these provisions make any matter a grievance that would not be a mandatory subject of discussion at any time other than at the consultations described in this section that would not be a mandatory subject of discussion in the absence of the provisions of this section.

A. The Association agrees that at least one week before the date scheduled for said consultations the Association or Committee will submit to the other party a written agenda of subjects about which either desires to consult at the meeting, and that the consultation will be confined to subjects on that agenda.

An additional CORI may be requested within the three (3) year period based on substantiated evidence that said CORI was necessary.

2. A copy of the results of any individual employee's CORI report, regardless of the outcome, will be provided to that employee within 48 hours of the District's receipt of said report.

3. All CORI reports will be maintained in the Central Office in individual confidential files for each employee. Said files will not be made part of the employee's personnel record.

4. The Superintendent and Administrative Assistant will be the only persons authorized to request CORI checks and/or access them. Individual employees will be given access to their own CORI file by no later than 48 hours after making a written request to the Superintendent.

5. Any action taken regarding a CORI, will be in accordance with the agreement, the respective collective bargaining agreements for those employee groups referenced in provision number one (1) above, and/or the law.

6. An individual employee will be notified within 48 hours after his/her CORI report has been requested by the District.

7. All communications regarding CORI's will remain confidential, and will go directly between the individual employee and the persons referenced in provision number four (4) above at the Central Office.

8. Pursuant to the provisions of Chapter 77 of the acts of 2013 employees are subject to background checks through fingerprints. Employees must pay for the cost of their own finger printing.

ARTICLE 13 DURATION

A. This agreement will be effective as of July 1, 2019, or the first day of teacher attendance, whichever comes first, and will continue and remain in full force until June 30, 2020, or the day before the first day of the school year 2020-2021, whichever day comes first, and shall thereafter automatically renew itself for successive terms of one (1) year each unless by no sooner than September 15 and no later than October 15 of the calendar year preceding the calendar year in which the Agreement expires, either the Committee or the Association shall give the other written notice of its desire to modify or terminate this agreement. Otherwise, the Agreement remains in full force and effect without change.

B. If the parties shall have failed to reach an agreement by the March 15th next following such notice, the Committee and the Association shall jointly petition the

ATHOL-ROYALSTON REGIONAL
 SCHOOL COMMITTEE
 Nancy McJourne, School Committee
 Dated: 12/1/2020

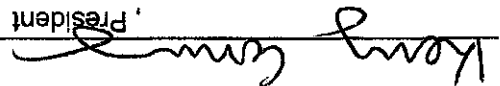
IN WITNESS WHEREOF, the parties agree to this contract on July 1, 2019 herunto have set their hands and seals as shown below.

- A. This agreement will be effective as of July 1, 2019, or the first day of teacher attendance, whichever comes first, and will continue and remain in full force until June 30, 2020, or the day before the first day of the school year 2020-2021, whichever day comes first, and shall thereafter automatically renew itself for successive terms of one (1) year each unless by no sooner than September 15 and no later than October 15 of the calendar year preceding the calendar year in which the Agreement expires, either the Committee or the Association shall give the other written notice of its desire to modify or terminate this agreement. Otherwise, the Agreement remains in full force and effect without change.
- B. If the parties shall have failed to reach an agreement by the March 15th next following such notice, the Committee and the Association shall jointly petition the Division of Labor Relations in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

**ARTICLE 13
 DURATION**

- 3. All CORI reports will be maintained in the Central Office in individual confidential files for each employee. Said files will not be made part of the employee's personnel record.
- 4. The Superintendent and Administrative Assistant will be the only persons authorized to request CORI checks and/or access them. Individual employees will be given access to their own CORI file by no later than 48 hours after making a written request to the Superintendent.
- 5. Any action taken regarding a CORI, will be in accordance with the agreement, the respective collective bargaining agreements for those employee groups referenced in provision number one (1) above, and/or the law.
- 6. An individual employee will be notified within 48 hours after his/her CORI report has been requested by the District.
- 7. All communications regarding CORI's will remain confidential, and will go directly between the individual employee and the persons referenced in provision number four (4) above at the Central Office.
- 8. Pursuant to the provisions of Chapter 77 of the acts of 2013 employees are subject to background checks through fingerprints. Employees must pay for the cost of their own finger printing.

ATHOL TEACHERS ASSOCIATION



Keny Cummings, President

Dated: 12/21/20

APPENDIX A

ARTICLE I

TEACHING HOURS AND TEACHING LOAD

A. The teachers' school year shall be 184 days each year of the contract. For the 2016-2017 school year teachers will report four (4) days prior to the start of school. There will be 180 student days and four (4) additional days that will be contiguous to the school year. Teachers shall report two days prior to the start of school. The first day shall be designated for professional development. The second day teachers report shall be designated for building level staff meetings (not to exceed three hours when necessary) and for teacher classroom preparation.

B. All members of Unit A are required to report no later than fifteen minutes before the start of the student day. The Student day for each school will be:
a. AHS - 7:40-2:05

ARTICLE I

TEACHING HOURS AND TEACHING LOAD

A. The teachers' school year shall be 184 days each year of the contract. For the 2016-2017 school year teachers will report four (4) days prior to the start of school. There will be 180 student days and four (4) additional days that will be contiguous to the school year. Teachers shall report two days prior to the start of school. The first day shall be designated for professional development. The second day teachers report shall be designated for building level staff meetings (not to exceed three hours when necessary) and for teacher classroom preparation.

B. All members of Unit A are required to report no later than fifteen minutes before the start of the student day. The student day for each school will be:

- a. AHS - 7:40-2:05
- b. ARMS - 7:30 - 1:55
- c. ACES - 8:30 - 3:05
- d. RCS - 8:30 - 3:05

C. All Members of Unit A are required to stay in their rooms for 5 additional minutes beyond the student dismissal time. If a student arrives for extra-help during those 5 minutes, the teacher must stay for an additional 30 minutes Monday - Thursday.

D. All member of Unit A shall perform AM and PM duties as assigned by the building principal on a fair, equitable, and rotating basis. AM duty shall not start more than fifteen minutes prior to the start of the school day, and PM duty shall last ten minutes or until the busses leave.

E. All high school teachers shall begin their workday at 7:25 am. The student day shall begin at 7:40 am and end at 2:05 pm. The high school teacher's day ends at 2:10 pm Monday - Thursday. However, high school teachers may be required to remain in school until 2:40 Monday through Thursday when students need extra assistance. The high school schedule will be reviewed with the ATA and high school faculty to consider how best to incorporate these additional 6 minutes.

The High School Schedule shall consist of six (6) periods per student day, five periods which shall be approximately 50 minutes in duration, and one which shall be approximately 84 minutes in duration. There will be a designated intervention time during approximately 34 minutes of the 84 minute long block. Additionally, there will be one approximately 31 minute advisory block each seven day cycle.

Lunch periods will consist of at least 20 minutes each. A teacher's duty free lunch period shall be equal in length to that of a student's lunch period.

High School Teachers shall teach five (5) blocks out of six (6) per semester and be assigned to supervise an advisory. This equates to 384 minutes of prep time per seven day cycle, this is approximately equivalent to 275 minutes of prep per week.

Changes in the high school schedule will be considered and discussed by the high school faculty in collaboration with the Association and the high school administration. The Committee acknowledges its obligation to bargain with the Association prior to implementing any proposed changes in the high school schedule which impact on mandatory subjects of bargaining. Any disputes over proposed changes in the high school schedule will be resolved by using the expedited arbitration process under Article 2 Existing Compensation and Other Conditions of Employment. Effective July 1, 2014 based on the then existing teaching hours and teaching load high school teachers are entitled to 275 minutes of preparation per week.

F. All middle school teachers will be provided with one preparation period per day within their regularly assigned daily schedule. The preparation period will be scheduled within the regular school day and equal to the length of one instructional period. Effective July 1, 2014 Middle School teachers shall be entitled to 290 minutes of preparation time per week.

G. 1. When specialists are absent, substitutes will be provided in the same manner as substitutes for classroom teachers.

2. All elementary teachers shall be provided with a minimum of 300 minutes of preparation time per week. The combined duty free lunch period and preparation time shall be no less than 450 minutes per week.

H. High School and Middle School Guidance Counselors may be required by their building principal to work up to an additional ten (10) days (up to 5 days prior to the start of Unit A work year and up to 5 days after the end of the teachers work year). Compensation will be prorated per diem based on the counselors' full annual salary and the length of the teacher's work year.

I. NEASC – Teachers will be paid \$30 per hour for work regarding NEASC when performed outside school time.

J. Teachers will place a curriculum-pacing in Atlas. Teachers are required to use X-2. Teachers at the middle school and high school are required to communicate with parents, post student grades within 6 school days, and student homework. Elementary teachers enter report cards as well as all student assignments using standards based report card ratings.

- A. After school staff meetings will be scheduled by administrators as needed, not to exceed four (4) hours per month, and not to exceed forty (40) hours per school year per employee. The content of these staff meetings is solely determined by the School Administration. Coaches may not be exempt from this requirement. P.D.P.'s will be granted for those staff meetings that qualify for P.D.P.'s.
- B. One week notice will be provided to the staff of any scheduled meeting (except in the case of an emergency). Teachers will be required to attend unless excused by the principal or in an emergency.
- C. High School and Middle School employees are expected to attend three (3) regularly scheduled evening meetings (1.5 hours each) annually for the purpose of increasing school-parent, school-community communications, unless excused in writing by the building principal.

ARTICLE 3
STAFF MEETINGS

All teachers with self-contained classes shall have a daily duty-free lunch period of at least twenty-five (25) minutes. All teachers in departmentalized programs shall have a daily duty-free lunch period of at least the length of the student's lunch period. All teachers in the middle school shall have a daily duty-free lunch period of at least the length of the student's lunch period. In counting, time spent in escorting students to the cafeteria shall not be included.

ARTICLE 2
DUTY FREE LUNCH PERIODS

- K. AHS Alternative School Teachers: The alternative school teachers need to be licensed in English, Math, Science, Social Studies, or Special Education. Each teacher would work for approximately two hours a day after school approximately one day per week. These teachers would facilitate the online coursework that the students in the alternative program would be taking. The rate of compensation will be \$30/hour.
- L. Speech Language Pathologist Assistant: This position will have the same expectations and benefits provided for teachers under the CBA with a salary that is 88.5% of Bachelor's column for the appropriate step based on years of service.

IN-SERVICE EDUCATIONAL CONFERENCE TIME

ARTICLE 6

- 1. Health services, such as administering eye or ear examinations and weighing and measuring pupils.
 - 2. Collecting money from students for non-educational purposes. Teachers may be required to collect and transmit money to be used for educational purposes. They will not be required to tabulate or account for such money.
 - 3. Driving pupils to activities which take place away from the school building.
 - 4. To the extent possible, without additional costs, beginning and ending times of the school day will be adjusted at elementary schools to eliminate bus duty for elementary teachers. The Committee and Association shall review bus routes and starting and ending times of the school day annually prior to the beginning of the school year.
 - 5. Employees shall not search school buildings during bomb threats.
 - 6. Breakfast and lunch duty is paid at the rate of \$25 per hour.
- A. Teachers will not be required to perform the following duties:

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

NON-TEACHING DUTIES

ARTICLE 5

Teachers may be required by Administration to perform educational testing of students. A teacher who is performing educational testing of student(s) will be released from his/her class while this testing is being performed. No teacher shall be required to perform educational testing during his/her preparation period(s). Teachers will be appropriately qualified and trained to perform educational testing.

EDUCATIONAL TESTING

ARTICLE 4

D. Elementary employees are expected to attend three regularly scheduled meetings beyond the school day (1.5 hours each) annually. Two meetings will be held for the purpose of parent-teacher conferences in the fall, one to take place from 3:30 p.m. – 5:00 p.m. and the other from 6:00 p.m. – 7:30 p.m.; and one other meeting (at the principal's discretion) for the purpose of increasing school-parent, school-community communications, unless excused in writing by the building principal.

A. Teachers will be provided with four full days for purposes of professional staff development in-service programs.

B. Teachers at each school building will have input to the Principal regarding the development of the professional development program at each site. Teachers will also hold membership on the district-wide Professional Development Committee.

ARTICLE 7 COMPENSATED LEAVES

Request for Personal Leave, Bereavement Leave, Jury Duty and Sabbatical Leave shall be applied for and granted or denied in writing.

A. SICK LEAVE

1. Thirteen (13) days sick leave shall be allowed credited at one day per school month; with four (4) days being credited in September. Teachers with professional teaching status will be allowed unlimited accumulation. Teachers without professional teaching status may carry unused days from one year to the next year. If at the end of the school year a teacher without professional teaching status has unused sick leave but was docked pay due to non-accumulation at the time of absence he/she may have such pay restored at the end of the school year on a one for one basis. When an employee achieves professional teaching status, he/she will then be allowed to begin unlimited accumulation of sick leave.

2. The Superintendent, at his/her discretion, may require the employee to obtain a doctor's statement during sick leave no sooner than after three (3) consecutive days of sick leave.

3. In a given year, employees will be compensated \$225 for use of zero (0) sick days throughout the year, \$150 for use of only one (1) sick day throughout the year, or \$75 for use of two (2) sick days throughout the year.

4. Concerning employees who have contracted a serious or contagious disease, the Committee reserves the right to require an employee to submit to the school physician's personal examination if the information from the employee's doctor is inadequate to determine the health status of the employee. Such examination shall be at Committee expense.

B. SICK LEAVE BUY BACK

When a teacher retires from ARRS and the MTRS, he or she will receive a one-time payment as compensation for accumulated sick leave according to the following schedule. In order to receive this benefit, the retiree must provide the district with written

1. The Sick Leave Bank Committee shall be responsible for the administration of the Sick Leave Bank, determine eligibility for use of the bank, and decide the amount of leave to be granted.
 2. All decisions will result from a majority vote of the committee.
 3. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, and not subject to appeal through the grievance and arbitration process contained in this contract.
 4. Once each school year prior to October 1, the ATA will solicit employees for contributions of sick leave to the Sick Leave Bank and will provide written notice to the Superintendent of Unit A employees' contributions to the bank. The Superintendent's office will record the number of those Unit A employees participating in the Sick Leave Bank and each of the employees contribution(s) to the Sick Leave Bank as well as deduct the contributions from employees' sick leave balances.
 6. Any sick leave granted under the provisions of this article shall expire at the end of the applicable school year.
- An eligible teacher who wishes to take advantage of the provisions of the Teacher Sick Leave Bank shall submit a letter of request to the Superintendent of Schools. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation. Response to this request shall be made in writing. A record of all requests and their disposition shall be maintained and the Association shall be informed of the status of each request.

C. SICK LEAVE BANK

- Less than 100 No Payment
 - 100-149 Sick Days \$1000
 - 150-249 Sick Days \$1500
 - 250 plus \$2500
- notice by November 1 of the FY in which they intend to retire. Teachers are only eligible for this benefit if they retire at the conclusion of a school year. Teachers who submit their intent for this benefit and then withdraw their intent to retire forfeit their ability to collect this benefit in future years. The district may defer payment of this benefit until the July of the fiscal year following the retirement.

7. Upon return from extended sick leave during which benefits were received through the sick leave bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

8. Days which remain in the Sick Leave Bank at the conclusion of the school year shall be carried over in the Sick Leave Bank to the successive school year.

9. When the number of days in the Sick Leave Bank reaches a level which is critically low, it may, at the discretion of the Sick Leave Bank Committee, be renewed by the contribution of one (1) additional day of sick leave by each member of Unit A covered by this Agreement from their accumulated sick leave.

Eligibility to draw days from the Bank shall be as follows:

- (1) A teacher must have contributed to the sick leave bank to be eligible for a grant from the sick bank.
- (2) A teacher must have exhausted all of his or her accrued sick leave days.
- (3) The Teacher's physician must certify that the teacher is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the bank.
- (4) A majority of the Sick Leave Bank Committee has approved the teacher's request to draw from the Sick Leave Bank. The Sick Leave Bank Committee shall consist of 2 members appointed by the Association, and 2 members appointed by the School Committee, which may consist of Administrative Personnel.
- (5) The illness or injury must be that of the teacher. These days are not to be used for family members.
- (6) The maximum number of work days for which a participating teacher who is disabled from working due to personal illness or injury may draw days from the Bank shall be determined as follows:

Number of Coniguous Full School Years of Employment	Number of Consecutive Work Days A Teacher Must be Disabled from Working Prior to Becoming Eligible to Draw From the Sick Bank	Maximum Number of Work Days a Teacher is Eligible to Draw Days from The Sick Bank
At least 1 and not more than 5	15 days	30 days' years
More than 5 and not more	30 days	60 days than 10 years
More than 10 and not more	45 days	90 days than 15 years

The President will notify the Superintendent in advance of the intent to use the leave day. The Association will reimburse the Athol-Royalston Regional School District for the wages of the individual using this Association leave.

The Superintendent may grant the Athol Teachers' Association President or his designee, three (3) leave days during the school year for the purposes of conducting Association business that must be conducted during the school day.

The written leave request will be submitted to the immediate supervisor for his or her review and forwarded to the Superintendent for approval at least 48 hours before the leave starts. Personal leave day requests which are submitted in compliance with the above requirements will be granted, unless such granting would cause a class to be inadequately staffed. Personal leave may be granted for emergency purposes without the 48 hour requirement.

There will be two (2) calendar days for personal leave in each academic year. It is understood that personal leave is not to be utilized for either personal pleasure or personal business profit, but rather for personal business that must be conducted during the school day. Personal leave days may not be taken the day before or the day after a vacation without advance written permission of the Superintendent.

C. PERSONAL LEAVE

(9) The District and the ATA will create a mutually agreed upon sick bank request form.

(8) In the event a sick bank request would require a waiver of the number of sick days used prior to eligibility, the employee's future accumulated sick leave days will be used to replace the waived sick bank days. These days would still count against the maximum draw from the sick bank. Thus the penalty for a waiver is a reduction in the total amount that can be drawn from the bank.

(7) Each time a teacher uses days from the Bank such days shall be deducted from such teacher's applicable maximum.
In the event a sick bank request would require a waiver of the number of sick days used prior to eligibility, the employee's future accumulated sick leave days will be used to replace the waived sick bank days. These days would still count against the maximum draw from the sick bank. Thus the penalty for a waiver is a reduction in the total amount that can be drawn from the bank.
When the teacher's physician certification form under the FMLA.
health condition. For purposes of this provision, a serious health condition is demonstrated before the teacher can draw on the Bank for days needed due to such serious health condition, the Committee will waive the sixty (60) day waiting period required one (1) or more serious health conditions and the teacher continues to have a serious years of continued employment has exhausted her/his accumulated sick leave due to circumstances in which a teacher who has completed more than fifteen (15) full school

More than 15 years 60 days 120 days

A teacher in the Federal or State Reserve Service called to duty on a nonvoluntary basis within the school year shall receive his/her regular salary for the period of his/her absence within the statutory limitation. When one's reserve duty could have been served during a vacation period, but instead was served

G. MILITARY LEAVE

Section 41A.

A Sabbatical leave of absence may be granted according to provisions of Chapter 71,

F. SABBATICAL LEAVE

The Committee agrees to compensate employees for jury duty by paying the employee the difference between his/her per diem salary and the compensation received for such jury service (exclusive of travel or other allowance).

E. JURY DUTY

1. Upon the death of an immediate member of the family as listed in section three below, an employee shall be granted three (3) days bereavement leave, which may be extended at the discretion of the Superintendent. Employees shall be granted to 5 (five) work days for the death of a parent, a spouse, or child (children).
2. Bereavement leave shall not be deducted from accumulated sick leave.
3. Immediate family, as referred to in Section 1 includes parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, grandparents, step-parents, and step-children of the employee.
4. The Superintendent may grant at his/her discretion, bereavement leave for a person other than "immediate family" as defined in Section 3. In such cases, bereavement leave will be deducted from the employee's accumulated sick leave.

D. BEREAVEMENT LEAVE

3. In any given year, employees shall choose whether to be compensated \$75 for each unused Personal Day or roll unused Personal Days into the employee's accumulated sick leave.

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family includes parents, parents-in-law, brothers, sisters, brothers-in-law,

D. FAMILY CARE

Military leave without pay shall be granted to any teacher or administrator who is recalled, inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he/she should have attained had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four years. Teachers without professional teacher status must fulfill all requirements that they otherwise would have to fulfill for professional teacher status prior to election to professional teacher status and receipt of professional teacher increments.

C. MILITARY LEAVE

A leave of absence without pay for up to two (2) years will be granted to any employee who joins the Peace Corps, Vista, Teacher Corps, or serves in an exchange program and is a full-time participant in any such program. Upon return from such leave, an employee will be placed on the salary schedule at the level he/she had achieved before the leave.

B. PEACE CORPS-TEACHER CORPS

The Committee agrees that up to three (3) employees designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities. Upon return from such leave, an employee will be placed on the salary schedule at the level he/she held at the start of the leave.

A. ASSOCIATION ACTIVITY

All requests for leaves will be applied for and granted or denied in writing. The following leaves of absence may be granted at the discretion of the Committee.

UNCOMPENSATED LEAVES

ARTICLE 8

during a school period, that teacher shall only receive the difference between the teacher's pay and the reserve pay.

sisters-in-law, wives, husbands, children, grandchildren, grandparents, step-parents and step-children of the employee.

Employees who have been granted family care leave must notify the committee of their intentions for September by not later than March 15th of the same year. If said notification is not given, the employee shall not be entitled to reemployment.

E. CAREER LEAVE

All employees on the 12th step of the salary scale with (10) consecutive years of service in the Athol-Royalston Regional School District shall be entitled to an unpaid leave of absence of up to one year for the purpose of seeking an alternative career. The employee shall not be granted career leave to take the same position in another school system. Same position means:

- 1) a K-6 position for elementary teachers;
- 2) same subject area for middle and secondary teachers;
- 3) same specialist position.

Employees who have been granted career leave must notify the committee of their intentions for September by not later than March 1st of the same year. If said notification is not given, the employee shall not be entitled to reemployment.

F. PARENTAL LEAVE

The Parental Leave language for the bargaining unit is attached to this Agreement.

G. FAMILY AND MEDICAL LEAVE

The Family and Medical Leave language for the bargaining unit is attached to this Agreement.

H. SMALL NECESSITIES LEAVE

The Small Necessities Leave language for the bargaining unit is attached to this Agreement.

ARTICLE 9 ABSENCE

All employees will make every effort to call in their absence by 6:30 a.m. All employees are required, except in an emergency, to notify their principal, or his/her designee, or the superintendent's secretary of intended absence before seven (7) a.m. of the day of such

absence in the case of secondary employees, and before 7:30 a.m. in the case of elementary employees; any employee not complying shall forfeit that day's pay.

**ARTICLE 10
SUBSTITUTE TEACHERS**

When the absence of a teacher requires a substitute, every reasonable effort will be made to obtain such substitute.

**ARTICLE 11
REDUCTION IN FORCE**

A. If the Committee, in the exercise of its discretion, determines that it shall reduce the number of teachers employed by it, it shall, subject to the provisions of the General Laws of this Commonwealth, implement such reduction in the following manner:

- (a) it shall determine the position or positions to be eliminated and shall so advise the Association in writing (such writing shall be delivered to the President of the Educators Association within the ten days next ensuing the day of such determination).
- (b) The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.
- (c) If implementation cannot be fully accomplished as provided in Paragraph (b) hereof, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. For the purposes of a reduction in force, job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with section 38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior five (5) year period. The student's best interest shall be defined as those factors that best represent the educational interests of students.
- (d) It is recognized that proceeding in accordance with sub-paragraphs (a), (b), and (c) may entail the transfer of teachers from one position to another. The nature and extent of such transfer shall be determined by the Administration.

B. For purposes of this article seniority means an employee's length of service in years, months, and days as calculated from the employee's initial date of employment by the Committee. Employees shall be credited for seniority purposes with all time spent on any paid leave, family care leave, maternity leave or child rearing leave (seniority of part-time teachers shall be prorated). By October 1 of each year, the Committee shall publish a preliminary seniority list setting forth the seniority of each teacher in each subject area. The preliminary seniority list shall include the following:

1)	Name
2)	Employment Date
3)	Certifications

Seniority is only used as a tie breaker when the factors contained in (1) (c) above are equal.

C. In cases involving employees who have identical seniority, preference for retention or recall shall be given to the employee who has achieved the highest level of training, and performance evaluations within the last five (5) years.

D. Employees who are to be affected by reduction in staff must be notified in writing no later than June 15th 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. Employees who have been laid-off shall be entitled to recall rights for a period of two years from the effective date of their respective lay-offs. During the recall period, employees 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 lay-off and all benefits to which an employee was entitled to at the time of lay-off shall be restored in full upon reemployment within the recall period. During the recall period, employees who have been laid-off shall be given preference on the substitute list if they so desire. Failure on the part of any employee to accept a position for which he/she is certified while on recall shall automatically remove that employee from the recall benefit.

F. Laid-off employees may continue group insurance coverage during the recall period as provided by the Committee to members of the bargaining units by reimbursing the regional school district for the premium cost. Failure to forward premium payments to the regional school district or refusal to return to employment upon recall will terminate this option.

G. While members of the bargaining units continue on lay-off, the committee agrees not to hire any new employees unless,

- 1) no employee on lay-off is certified to fill that position, or
- 2) all certified employees on lay-off declined in writing an offer to fill the vacancy.

H. Prior to laying-off any professional teaching status employees, the School Committee shall meet with representatives of the ATA in order to determine whether those jobs can be saved by an agreed upon postponement of any scheduled wage or benefit adjustment.

**ARTICLE 12
TEACHER ASSIGNMENTS**

A. An attempt will be made to notify teachers in writing by August 1 of their programs for the coming school year, including building assignment, grades/subjects that they will teach, the number of academic classes per week for secondary teachers, and any special or unusual classes they will have. Such notification will be rendered teachers by August 15 at the latest, however, except those teachers who have been hired after August 15.

B. If a teacher receives notice of his/her assignment on or before June 1st, and the employee disputes such teaching assignment, then the teacher will present the reasons for his/her dispute in writing to the Principal by the last day teachers are required to be present. This shall not be considered a grievance.

C. In order to insure that pupils are being taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate/their major or minor fields of study.

D. To the extent possible, changes in building and grade assignments in the elementary schools, and in building subject assignments in the secondary schools will be made with teacher's concurrence. The ultimate authority rests with the School Committee.

E. If a teacher must be relieved of his/her regular teaching duties during the school day and no substitute is available, a teacher may be requested to cover a class by the principal.

**ARTICLE 13
TRANSFERS, VACANCIES, AND NEW POSITIONS**

A. A transfer is a change of position between school buildings, discipline, or elementary grade levels, but not a change of assignment within a discipline in a given level.

B. A vacancy is an opening in an existing position that occurs because an employee leaves during or at the end of the school year.

C. A new position is one that has been created and has not been filled before.

D. In making transfers or in filling vacancies or new positions, an employee's area of competence, major and minor fields of study, willingness to be transferred, and length of service in the Athol-Royalston Regional School District will be considered. In filling such positions, every effort will be made to give preference to employees already employed by the committee.

E. Employees desiring transfers will submit a written request to the Superintendent stating the desired assignment. Such request will be submitted between September 1 and April 1 of each school year to take effect the following school year. Requests must be renewed each year, and all requests will be acknowledged in writing. Every effort will be made to give preference to employees who have submitted a request for a transfer.

F. An involuntary transfer will be made only after a meeting between the employee involved and the administrators recommending the transfer; at this meeting, the employee will be notified of the reasons for the transfer. In the event that the employee objects to the transfer at this meeting, the employee may notify the Association, and the Superintendent will meet with the employee and a representative of the Association to discuss the transfer. This meeting will not be considered a grievance at Level III. Notice of all such transfers will be given to employees as soon as possible; under normal circumstances, this notice will not be later than at the end of the school year.

G. Notice of all vacancies and new positions for a new school year shall be posted by the end of the preceding school year in each school, clearly setting forth the qualifications, duties and salary ranges. Such qualifications, duties and salary ranges shall not be changed without a new posting. Such posting shall be in each building at least fourteen (14) days before the deadline for submitting applications and shall contain the date of posting. Employees who desire to apply for such positions shall submit their applications in writing to the Superintendent or his/her designee within the time limits specified in the notice.

H. Whenever a vacancy or a new position occurs during the school year, it will be adequately publicized by the Superintendent by means of a notice placed on a

C. Any complaints regarding a teacher made to any member of the administration of by any parent, student, or other person will be promptly called to the attention of a teacher. When a complaint relates to any incident which took place in the

It is the teacher's responsibility to review the personnel file. If, in the teacher's view, material placed in his/her file is derogatory to his/her conduct, service, character, or personality, he/she may submit a written answer to such material and his/her answer will be reviewed by the Superintendent and the teacher's answer will be attached to the original material. Upon reviewing the personnel folder, the teacher shall signify he/she has had an opportunity to review the enclosed material by affixing his/her signature and the date of review to each document contained in the folder with the express understanding that such signature in no way indicates agreement with the contents thereof.

B. Teachers will have the right, upon forty-eight (48) hour written request (exclusive of vacations, holidays, and weekends) to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

A. Teachers will be given a copy of any evaluation report by their superior and will have the right to discuss such report with their superiors.

The Evaluation instrument titled "Ahol Teacher and Caseload Educator Evaluation Language" is hereby incorporated into this Agreement by reference. The Association and Superintendent shall meet annually for purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties. In accordance with the "Ahol Teacher and Caseload Educator Evaluation Language", rating impact on student learning growth, using student feedback in educator evaluation, and using staff feedback in administrator evaluation must be bargained using the DESE model language.

**ARTICLE 14
TEACHER EVALUATION**

I. In case of a vacancy or new position during the summer, the Superintendent or his/her designee will immediately notify the President of the ATA of such vacancy. Notice will appear in the Schoolspring. bulletin board in every school building as far in advance of the appointment as possible.

All decisions made on an administrative level that affect the teaching staff directly will be put into writing and posted on faculty bulletins as soon as practicable after the decision has been made.

ARTICLE 15
ADMINISTRATIVE DECISIONS

D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance.

4. have the right to appeal any disciplinary or other adverse employment action taken against him/her.

3. be notified in writing of, and have the right to attend any and all meetings and/or hearings relative to the complaint.

2. have the right to access, receive copies of, and respond to all documents and/or charges related to the complaint.

1. be notified of the charge or charges made against him/her, and the identity of the complainant or complainants within 48 hours of the filing of any complaint.

When a complaint is made by a parent, student or other person against an employee, the employee shall:

It is understood that any complaints brought under the district's Sexual Harassment or Parental Complaint policies against any employee covered by the terms of this agreement shall be limited to those complaints which arise only from those behaviors which occur within the scope of an employee's professional duties. It is also understood that no employee shall be disciplined or rebuked in any manner by any supervisor for making any report (including a report of a violation of the application of the foregoing policies), or for filing a complaint under these policies.

course of the teacher's professional duties, the teacher will promptly be advised of the identity of the complainant and the date of complaint.

To the extent feasible in existing buildings and in designing new buildings and rehabilitating existing buildings, the Committee will provide :

**ARTICLE 18
SPECIALIST FACILITIES**

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be used as a lounge.
4. Well-lighted and clean teachers' rest rooms with functional facilities.
5. A system whereby teachers can effectively and expeditiously communicate with the principal or main office in event of an emergency.

To the extent feasible in existing buildings and provided that no substantial capital investment is necessary, and in designing new buildings and rehabilitating existing buildings, the Committee will provide in each school building:

**ARTICLE 17
TEACHER FACILITIES**

- A. Teachers will be checked-out as soon as they have completed the prescribed check-out procedures which will be specified in writing at least one week in advance of the final day by individual school principals.
- B. A reasonable time limit for check-out procedures on the final day at the end of the school day will be established in advance by the school principal. If the teacher does not check-out within the specified time limit, he/she will not be considered checked-out that day. Principals will make the decision when books/instructional materials will be collected prior to the last day.

**ARTICLE 16
FINAL DAY OF SCHOOL**

- A. Class grades will be maintained in X2 or District electronic database at all times during the school year, and throughout the summer.
- B. At the close of school in June, the teacher will submit final grades on appropriate forms as part of check-out procedure.
- C. In any case where a question arises regarding a student's grade during the summer, the principal will contact the teacher either by telephone or by registered letter, return receipt requested, to arrange an appointment for the teacher, the parent, guardian/student to discuss the grade in question.
- D. The administration has authority to review the Teacher's grades.

CLASS RANK BOOKS

ARTICLE 21

All teachers involved will be included in the selection and adoption of textbooks.

TEXTBOOKS

ARTICLE 20

- A. The Association will have the right to use school buildings at reasonable times for meetings, subject to availability and occurs on non-work time. The Facilities Use Form must be submitted, and approved prior to the use of the facilities. All necessary custodial and cafeteria help fees will be paid by the Association. Reasonable notice of Association events and meetings which utilize school facilities will be given to the building principal.
- B. There will be bulletin board space available in each school building in the faculty lounge, for the purpose of displaying notices, circulars, and other Association materials.

USE OF SCHOOL FACILITIES

ARTICLE 19

- 1. For each specialist, a suitable office, containing lockable filing cabinet for confidential materials and adequate storage space for materials, and ensuring privacy for counseling and therapy.
- 2. A suitable room in each school to be used as a classroom for specialists if such space is available.

No later than 30 days following the execution of this agreement a joint committee consisting of two Association representatives and two District representatives shall meet to select a carrier for an employee funded long term disability plan.

**ARTICLE 24
LONG TERM DISABILITY**

- E. The School District is implementing a Flex Spending Account for employees.
 - D. Pursuant to the provision of Chapter 697 of the Acts of 1987, the committee agrees to have the employees contributions to group health insurance, dental insurance, and life insurance paid with pre-tax earnings.
 - C. The Committee shall continue to provide dental coverage comparable to the current dental plan and at the same contribution rate (80% by the Committee, 20% paid by the employee) effective on or before July 1, 2008.
 - B. The Committee will pay fifty percent (50%) of the cost of a ten thousand dollar (\$10,000) group life insurance policy.
 - A. Continuation in this plan will be subject to negotiations. The parties agree that the Committee will pay 80% of the plan and the employee shall pay 20% of the plan.
- Employees are covered for health insurance under the Massachusetts State Group Insurance Commission Health Plan (GIC). This health plan will be in effect from July 1, 2014 through June 30, 2017.

**ARTICLE 23
INSURANCE**

- B. If provisions do exist in faculty handbooks that are in conflict with existing provisions in the Contract, the Contract language will prevail.
- A. No provisions will be added to faculty handbooks that are in conflict with existing provisions in the current Contract.

**ARTICLE 22
FACULTY HANDBOOKS**

A. All employees will automatically move up a step each year. This will start in FY17 from the step the teacher is on in FY16. Teachers who are frozen will remain frozen until they take a 3 credit graduate level course. Once they are unfrozen they will not move a step, they will remain on the same step that they are on in FY16 until they are brought up to the current pay scale. Each year a frozen staff member will have their pay scale changed to one that is 3 FY later than the one they were one on the prior year. Any unfrozen teacher who is not caught up by FY19 will be placed on the FY19 pay scale. Once a teacher spends one year at the appropriate fiscal year pay scale they will be considered "unfrozen" and able to move steps in each subsequent year. Any teacher who remains frozen at the conclusion of FY19 will be unfrozen and placed at the step within their lane which most closely approximates their current pay without reduction for FY20. All teachers will be considered unfrozen at that time.

ARTICLE 27
CONTINUING EDUCATIONAL REQUIREMENTS AND REGULATIONS GOVERNING
COURSE APPROVAL

A. All regulations and procedures affecting the safety of students, teachers, and school facilities will be posted on faculty bulletins as soon as practicable after the decision has been made.

B. A health and safety committee will be formed comprised of two (2) ATA representatives, designated by the President, and two (2) Committee representatives, to access safety information and make recommendations to the Committee.

ARTICLE 26
HEALTH AND SAFETY

Whenever an employee is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary, less any amount of Workers' Compensation award, for the period of such absence, and such absence will not be deducted from sick leave. Employees will immediately report all cases of assault suffered by them in connection with their employment to their Principal and the Superintendent of Schools in writing.

ARTICLE 25
PERSONAL INJURY

B. Course Approval

1. Employees will receive credit for salary purposes for individual courses that meet any of the following requirements upon satisfactory completion of said courses:

a. Courses that are creditable toward an advanced degree in education or related to the employee's professional assignment, provided the employee has received approval of the degree program from the Superintendent. A newly hired employee who is working on an advanced degree at the time of employment is required to notify and receive approval from the Superintendent of his/her degree program within thirty (30) school days of employment.

b. Individual courses, approved by the Superintendent, that are awarded credit by a college or university, accredited by the NEASC or its regional counterparts, Requests for other individual courses from other accredited institutions not included above will be determined by the Superintendent on a case by case basis. Such courses shall be reasonably related to the teacher's professional assignment, or to the attainment of certification in an additional area. Employees are required to notify the Superintendent of their intentions to enroll in a course in advance or within seven days after enrollment at the latest.

c. An employee seeking a change in his/her educational assignment may apply for approval of an advanced degree program in the area of his or her interest. The Superintendent will approve such a program, if deemed to be within the field of education.

d. For all courses described in Subsections a., b., and c., the employee will submit a transcript or other official record from the institution attended to the Superintendent upon successful completion of the course(s) taken.

Payment for courses completed during the spring/summer sessions will commence at a time during the subsequent school year as soon as such records of completion of the courses are received by the Superintendent. Such records must be received by the

Superintendent prior to October 1.

Payment for courses successfully completed during the fall semester will commence as soon as records of completion of the courses are received by the Superintendent. Such records must be received by the Superintendent prior to March 1.

2. Any employee who attains a Master's degree will be placed on the Master's step of the salary schedule once he or she has presented evidence to the Superintendent that he or she has successfully completed all requirements for that degree.

3. Reimbursement for Course Credit
The District shall establish an account with \$25,000 for continuing education. Teachers shall be reimbursed up to \$1,000 annually on a first come first served basis. If in a school year there is remaining money in the account it can roll over to the next year but cannot exceed a total of \$35,000.

4. Each employee will be entitled to one self-directed floating professional day annually at no expense to the district. The activity on this day must be reasonably related to the employee's IPDP. The committee agrees to provide substitute coverage for the employee when necessary. Employee requests, including a proposed plan, will be made to his/her building principal, in writing, 14 days in advance. Employees will submit a written report to his/her building principal summarizing the activities which took place on that day.

5. Credit Recovery
It is understood that it is preferred to have credit recovery programs over the summer. Summer credit recovery programs can more clearly be staffed and teachers should receive the \$30 per hour compensation as outlined in the ATA Unit A contract for their time spent on this task.

However, sometimes it becomes necessary, to assign a student to an online or credit recovery class during the school year. It is understood that this type of programming is a last resort that should only be done when it is clearly in the best interest of the student. Such decisions must be approved by the building principal.

If there is a student assigned to online course or credit recovery course during the school year the approval process must clearly indicate: the duration of the course, the teacher of record, the time

Teachers are required to have direct deposit of paychecks, stipends and any other payments from the School Committee.

ARTICLE 30
DIRECT DEPOSIT

In the event that the state legal minimum exceeds the minimum indicated in the Contract, than the state minimum shall prevail and the ratio schedule shall remain in full force during the Contract period.

ARTICLE 29
LEGISLATED SALARY

1. Councils in each school shall be called "school councils" and shall meet all requirements established under the Education Reform Act.
2. Teachers in each building shall establish procedures for the election of teachers to school councils.
3. Terms for all council members will be established at the individual sites.

ARTICLE 28
SCHOOL COUNCILS

Thus any teacher serving as a teacher of record shall be eligible for compensation at \$30 per hour for two hours a week for each course in which they are a teacher of record. This funding shall come from either the appropriate tutoring line item or eligible grant funding. To receive this compensation a credit recovery course form should be completed and signed by the building principal and then the staff member must submit a timesheet to the building principal. No teacher shall act as a teacher of record unless an agreement is signed by the principal.

It is understood that even though these interactions may occur during the school day that being the teacher of record has additional duties such as preparation and grading that come with it. It is approximated that these duties would work out to approximately two hours per week. and location in which the student and teacher of record will work together.

**ARTICLE 31
SALARY FOR LEAD TEACHER**

- A. Lead Teachers shall be compensated a ratio of 1.025 to their base salary.
- B. Effective September 1, 1993, in addition to the base amount, lead teachers will receive an additional fifty dollars (\$50.00) per classroom.

**ARTICLE 32
SALARY FOR DEPARTMENT CHAIRS**

This position serves as the instructional and curricular leader for all within the department. This position will be expected to meet with the staff on a regular basis, ensure that there is a continuum throughout their department regarding the curriculum and expectations for students, and to observe teachers (in a non-evaluative manner) to provide feedback and support. Compensation for this position will be 8% of their amount on current salary schedule and two hundred dollars (\$200) per teacher under his/her supervision. This position will NOT be granted an additional prep period; however, he/she will be provided with substitute coverage one day per month (up to 10 days of coverage) in order to support teachers in the department at various locations throughout the district. These days should be scheduled in advance with the department chairs building principal.

As part of the district Instructional Leadership Team, Department Chairs must attend monthly ILT meetings and serve as a content expert resource for the entire district. The exact configuration or departments may change from year to year; however, the intended department configurations would be:

- English grades 6-12
- Math grades 6-12
- Social Studies and Foreign Language grades 6-12
- Science and Technology grades 6-12
- Unified Arts grades K-12
- Guidance grades K-12
- Special Education grades 6-12

These positions shall be posted annually.

**ARTICLE 33
SALARY FOR GRADE LEVEL LEADERS**

Grade level leaders are responsible for running on grade level meeting after school each month. These meetings will focus on looking at student assessment data to plan instruction and interventions.

Additionally, grade level leaders will be responsible for updating and maintaining the Atlas curriculum database for their grade level.

Grade level leaders will be expected to attend quarterly district-wide instructional Leadership Team meetings that will focus on curriculum, instruction, assessment and professional development.

Grade level leaders will be compensated an annual amount of \$1,800.

ARTICLE 34

AVAILABILITY AND COMPENSATION FOR SPECIFIED SERVICES

Duties/Additional Work:

Teachers will be paid \$32 per hour for work outside the school day.

Stipend Positions:

The following represents the stipend that will be paid to the individual(s) who hold the following positions. This is a list of recognized positions. Due to student needs and budgetary constraints, not all positions will be filled every year. Teachers shall be paid biannually in the first pay period of December and June.

In the event that multiple people wish to share one stipend position, they will split the stipend.

In the event that other clubs or activities need to be added during the life of this contract, ARRS and the ATA will mutually agree upon a stipend based on the existing positions.

Position	Amount
AHS	
Advisors	
Freshman Class Advisor (2)	\$520.20
Sophomore Class Advisor (2)	\$520.20
Junior Class Advisor (2)	\$728.28

\$832.32	Senior Class Advisor (2)
\$936.36	Student Council Advisor
\$624.24	National Honor Society
\$520.20	Honors Academy (2)
\$1,040.40	Math Team Coach
\$416.16	Freshmen Math Team Coach
\$1,618.74	Secondary Music Director
\$416.16	High School Color Guard
	Clubs
\$520.20	Video
\$520.20	Peer Educators
\$520.20	SADD
\$520.20	Art Club
\$520.20	Writing Club (2)
\$520.20	Peer Mediator
\$520.20	Drama
\$520.20	Environmental Club
\$520.20	School Store
\$520.20	Science Fair
\$312.12	Ski Club
\$520.20	TAB
\$1,300.00	Spring Musical Director
\$1,300.00	Spring Musical Music Director
\$1,300.00	Fall Play Director
\$250.00	Piano Accompanists
\$520.20	Project 84 Advisor
\$520.20	A-Z Club (LGBTQ)
\$2,601.00	School Accounts

	ARMS
\$520.20	Student Council
\$832.32	Washington Trip Coordinator
\$832.32	Nature's Classroom Coordinator
\$520.20	Science Fair
\$520.20	Peer Educators
\$520.20	SADD
\$520.20	Drama
\$520.20	Yearbook Coordinator
\$520.20	National Honor Society
\$520.20	Music Director
\$520.20	Mathletes
\$275.40	Intramural Volleyball
\$489.60	Intramural Basketball
\$459.00	Intramural Floor Hockey
\$520.20	Robotics Club
\$520.20	Model UN Advisor
\$520.20	Debate Club
\$312.12	Ski Club
\$250.00	Spelling Bee Coordinator
	ACES
\$520.20	Student Council
\$520.20	Peer Educators
\$520.20	Writing Club
\$520.20	Garden Club
\$520.20	Science Club
	RCS
\$312.12	Student Council
	Nature's Classroom Coordinator
\$832.32	Writing Club
\$312.12	Peer Educators

should be given to faculty personnel in building where position is open.
 be recommended to the Superintendent. Whenever possible, first preference
 to the building principal should recommend, interview and select the candidate to

4. Positions will be posted in accordance with the collective bargaining agreement.

3. A written evaluation of the middle school intramural sports program and the
 middle school intramural sports program advisors will be carried out annually by
 the principal or assistant principal.

2. Persons employed to perform extracurricular activities as advisors will be
 compensated in accordance with the schedule below:
 Middle School Intramural Volleyball Program Advisor \$270
 Middle School Intramural Basketball Program Advisor \$480
 Middle School Intramural Floor Hockey Program Advisor \$450

**ARTICLE 36
 MIDDLE SCHOOL INTRAMURAL PROGRAM**

15 years	\$ 400.00
20 years	\$1,000.00
25 years	\$2,500.00
30 years	\$3,500.00

After teaching 15, 20, 25 and 30 years in the District, the teacher will be granted an
 additional increment of:

**ARTICLE 35
 LONGEVITY**

MCAS Prep	\$312.12
Garden Club	\$312.12
Science Club	\$312.12

A. The Committee shall provide the Association with copies of job descriptions of all positions in Unit A.

**ARTICLE 39
JOB DESCRIPTIONS**

B. Any teacher who signs a contract with the School District is obliged to honor that contract. The contract, however, may be terminated only by mutual consent or in accordance with G.L. Chapter 71, Section 42.

A. Contracts issued to all teachers with non-professional teaching status should be signed and returned to the Superintendent's Office no later than two (2) weeks after issuance. Contracts not signed or returned by teachers with non-professional teaching status within that time may be considered as null and void at the discretion of the Committee. All teachers with professional teaching status not returning their contracts within two (2) weeks must submit a letter of explanation to the chairman of the school committee at that time.

**ARTICLE 38
TEACHERS CONTRACTS**

C. All monies earned but withheld during the school year will be paid in full on the closing day of school in June.

B. Teachers may elect to receive their salary in twenty-one (21) equal bimonthly payments beginning in September and ending in June, or twenty-six (26) equal payments throughout the year. A teacher who elects the twenty-six payment plan may receive July and August checks along with the June check on the closing day of school in June provided that written notice of such election is given to the Superintendent on or before June 1.

A. The salary provided teachers protected by this Contract is deemed by the Committee and the Association to be fully earned at the close of schools in June of any given year, and proportionately during the school year. In the event of termination of service for any reason at the end of or at any time during the school year, the amount of salary earned, but withheld to date of termination shall be payable to the teacher, or in the event of death, to his/her estate.

**ARTICLE 37
PAYMENT OF TEACHERS' SALARIES**

B. The Committee will further provide the Association with copies of revised job descriptions of all positions within Unit A within one week after said revisions are made.

ARTICLE 40
SCREENING AND INTERVIEWING FOR ADMINISTRATIVE POSITIONS

Two (2) ATA members designated by the ATA President shall have the right to serve as non-voting members during the interview process on any committee whose role it is to interview candidates for Superintendent, Assistant Superintendent, and Principal positions. Said members shall not participate in executive sessions. The views of the ATA members will be considered in the final recommendations made to the full school committee.

ARTICLE 41
SCHOOL COMMITTEE AGENDA

The Superintendent of Schools shall provide the President of the Athol Teachers' Association with an agenda of all Committee meetings at the same time they are made available to the Committee. Upon approval by the Committee, the minutes of each Committee meeting shall be forwarded to the Association excepting the minutes of Executive Session while such minutes remain privileged.

ARTICLE 42
MILEAGE

Unit A members will be reimbursed at the rate of \$0.45 per mile for approved out of district travel for school business. Additionally, Unit A members without a set schedule may be reimbursed for mileage between buildings. Unit A members with a schedule which requires regular travel as part of their position are not entitled to reimbursement.

NURSES ADDENDUM

Thirteen (13) days sick leave shall be allowed in an academic year credited at one day per school month; with four (4) days being credited in September. If at the end of the school year a nurse has unused sick leave but was docked pay due to non-accumulation at the time of absence he/she may have such pay restored at the end of the school year on a one for one basis. Following the third year of nurses' employment, they will be allowed unlimited accumulation. The sick leave use bonus provisions of the Teacher's contract shall also be applicable to nurses.

A. SICK LEAVE (Nurses)

COMPENSATED LEAVES

ARTICLE 4

3. All nurses start on Step 1 of the salary schedule the first year of employment regardless of previous Continuing Education Contact hours or undergraduate/graduate credits. may be used to advance on the salary schedule as follows:
2. For school nurses without a bachelor's degree, Continuing Education Contact Hours
1. The nurses are to update school health procedures following notification by the Massachusetts Department of Public Health and refer through policy sub committee/health handbook as appropriate. Nurses will be expected to teach various health and safety units during the year.

TEACHER ASSIGNMENTS

ARTICLE 3

Notice will be provided the staff of any scheduled meeting. Teachers/nurses will be required to attend unless excused by the principal or in an emergency.

STAFF MEETINGS

ARTICLE 2

Each nurse will be given a 30 minute duty free lunch period to be taken other than during the student lunch. If teachers are required to work during their duty free lunch they are required to fill out a timesheet at the end of the same week when the work was performed, and the teachers will be paid for that period.

DUTY FREE LUNCH PERIODS

ARTICLE 1

ARTICLE 5
CONTINUING EDUCATIONAL REQUIREMENTS AND RECERTIFICATION

In order to advance from step 3 to step 4 nurses must attain:
* a total of 45 Continuing Education Contact Hours or 3 additional college credits
* step 5 to 6: 45 additional Continuing Education Contact Hours or 3 additional college credits
* step 7 to 8: 45 additional Continuing Education Contact Hours or 3 additional college credits
* step 9 to 10: 45 additional Continuing Education Contact Hours or 3 additional college credits
* step 11 to 12: 45 additional Continuing Education Contact Hours or 3 additional college credits
* step 12 to 13: 45 additional Continuing Education Contact Hours or 3 additional college credits

When a nurse attains a bachelor's degree, he/she will be placed on the same step of the bachelor's salary scale as he/she was previously placed on the RN scale. To advance further on the Bachelor's scale, the nurses need to attain the same total number of graduate credits that a teacher would need to progress from that point.

Registered nurses are required to take a minimum of fifteen (15) continuing education contact hours every two years for Massachusetts RN license renewal or according to state standards or regulations. Copies of current license to be on file at the Superintendent's Office.

TEACHER
MENTOR/INDUCTION
ADDENDUM

Regulations:

The Massachusetts Education Reform Act of 1993 calls for the establishment of district-based induction programs to support, supervise, and evaluate beginning teachers. As of September, 1997, every district in the Commonwealth of Massachusetts must have an induction program in place in order to employ a beginning teacher. In order to ensure that these are quality programs, the Massachusetts Department of Education will review and approve all plans and programs. The Athol-Royalston Teacher Induction Program will include all aspects defined by the Massachusetts Department of Education.

Standards for DOE Approval of Teacher Induction Program:

- A. Every beginning teacher shall be provided a mentor teacher. Teachers new to the district, but with professional teacher status from another district, will be exempt from this standard but may elect to participate in the program.
- B. The mentor shall be selected through an open and equitable process and shall have completed state-approved mentor training. The district shall compensate the mentor for his or her services. A mentor shall not be responsible for more than one mentee within any academic year.
- C. Before assuming teaching responsibilities, the District shall provide the new teacher an orientation to the school and District, including:
 - 1. Evaluation process, and
 - 2. Resources in the building.
- D. At the beginning of the regular teachers work year, the new teacher shall meet with the school principal, the mentor, and other support team members to discuss their roles and responsibilities. The building administrator shall:
 - 1. Allot the beginning teacher and the mentor a reasonable amount of released time for professional development activities; and
 - 2. Provide for regular opportunities throughout the year for the beginning teacher and mentor to observe each other teach,

Athol-Royalston Regional School District Mentor Program

Mission Statement:

Our mission is to provide support and training in order to assist beginning teachers to develop and use quality instructional techniques, maintain high levels of content acquisition, and appreciate and adapt to the community, district's and school's culture.

- 8. Be located in the same building as the new teacher area; and
 - 7. Teach at approximately the same grade, subject, and certification
 - 6. Be knowledgeable about resources in the school and district;
 - 5. Be able to maintain a confidential relationship; otherwise participate in the program;
 - 4. Be willing and able to invest time to develop mentoring skills and
 - 3. Be open-minded and appreciative of different learning styles;
 - 2. Be a friendly and energetic person;
 - 1. teaching reflects the Principles of Effective Teaching; Be an experienced teacher, having taught a minimum of five years, whose
- A. Application attached will be followed using the following criteria.

Applicants for positions as Mentor Teachers will complete a mentor training program.

Timelines:

- 3. If in the mentor's professional judgment, the academic growth and development, social well-being or physical safety of students is at risk, the mentor may discuss the mentee's teaching performance with the mentee's knowledge with the appropriate administrator.
- 2. A Mentor, with his/her mentee's knowledge, may discuss the mentee's teaching performance with appropriate administrators, if, in the mentor's professional judgment, the academic growth and development, social well-being or physical safety of the students is at risk.
- 1. Mentors, with their mentee's advance knowledge, may discuss the mentee's teaching performance with resource professionals whose job it is to help teachers.

A. MENTORS WILL NOT DISCUSS THEIR MENTEE'S TEACHING PERFORMANCE WITH ANYONE, INCLUDING SCHOOL AND DISTRICT ADMINISTRATORS, EXCEPT UNDER THE FOLLOWING CONDITIONS:

Confidentiality Statement:

- a. A maximum of two released days for each mentor and beginning teacher to pursue professional development activities together (including workshops, in-district activities, and other options);
- b. One biweekly visitation and meeting during the first month of teaching;
- c. Once monthly visitation and meeting during the remainder of the first semester of teaching;

Mentors will meet regularly with their mentees. A suggested schedule might include at a minimum:

Fall

SCHEDULE:

C. Prior to the first day of school, new staff will attend an orientation day with their principal, which will include a tour of the school, introduction to other new staff, and a review of procedures.

B. Participation in the teacher induction course to be held in-district. The course will meet for a total of forty-five hours evenly distributed throughout the first two years of a teacher's employment. Participants will be awarded three increment credits and 45 PDs. There will be no charge to the teacher, unless the individual selects to receive graduate credit for participating in the course.

A. Welcome Packet which will include --- names and telephone numbers of administrators, building directory, evaluation instrument, school and teacher handbooks, information about Athol-Royalston and its schools, policies, union materials for new teachers, a teacher contract, where to go for answers to questions often asked by first-year teachers, School Committee information, a bibliography of reading materials useful to a beginning teacher, and other information as necessary.

The Teacher Induction Program for all new teachers entering the District will include:

- D. For consideration as a mentor teacher, the application of the teacher must be supported by a minimum of one letter of recommendation.
- C. Principals may seek a waiver of this process. If there are sufficient mentors available, there will be no waivers. In the event that there are no appropriate mentors in a specific building, the principal may seek a waiver of the mentor course requirement from the committee.
- B. Selection Committee meets to select applicants to participate in mentor training program.

Winter and Spring

Continuation of mentoring as follows:

- a. Visitations as necessary and appropriate during the second semester.

Mentor Selection

Applications for mentor positions will be submitted to the assistant superintendent for curriculum and planning. A committee consisting of the assistant superintendent for curriculum and planning, one administrator at the appropriate grade level, one ATA representative, and one mentor teacher will meet to select candidates. An interview with the selection committee may be included in the process.

Teacher Resource Centers

The District will begin the first steps toward development of Teacher Resource Centers in individual buildings by purchasing teacher materials appropriate for beginning teachers and making them available for loan in each building.

Compensation for Positions

Mentor Training Course (Summer): 45 PDs and 3 increment credits

Teacher Induction Course: (2-year program)
45 PDs and 3 increment credits

Mentor Teachers (Beginning 7/1997): \$500.00 stipend (for mentoring one teacher).

Coverage for teachers to visit each other and to meet to discuss observations will be provided.

Supervision and Evaluation

Building administrators, the Title I Supervisor, Department Heads, the Director of Pupil Services, and the Superintendent (or his/her designee) are responsible for staff evaluations.

Agreement by the parties to create a Union-Management team to re-write and improve the current teacher evaluation process over the next school year

Mentor Program

The following responsibilities are in relationship to the Mentor Training Program:

1. To seek out help. This includes a willingness to approach support team members (administrators, mentor, peers) with questions and classroom concerns and reminding open to feedback;
2. To observe experienced teachers at work;
3. To meet with other beginning teachers; and
4. To make rational decisions based upon teacher's own judgment with consideration to mentor suggestions.

A. Responsibilities of the Mentee:

1. To provide instructional support through visitations, offering suggestions for improvement, modelling good teaching practices, and assisting in lesson preparation;
2. To provide professional support about school policies and procedures, handling relations with school and district administrators, parents, and members of the community, and working with students;
3. To provide personal support through frequent praise and reassurance;
4. To maintain a confidential relationship;
5. To ensure a strong start to the year by making certain that the mentee has needed materials and resources according to the mentee's decisions as well as mentor's suggestions; and
6. To maintain a journal of mentoring activities. This will be updated based on mutual agreement to ensure compliance with D.E.S.E. mentor/induction guidelines.

C. Responsibilities of Department Heads:

1. To formally evaluate the new teacher, using the District's evaluation instruments;
2. To provide subject specific assistance;
3. To review content of those courses for which those teachers will be responsible; and
4. To regularly check in with the new teacher and mentor teacher.

D. Responsibilities of the Building Administrator:

1. To formally evaluate the mentee, using the District's evaluation instruments; to ensure reasonable working conditions by attempting to provide a moderate teaching load;
3. To facilitate the mentor-mentee relationship by ascertaining that the two meet regularly and work well together; and
4. To organize building-level orientation activities including:
 - a. Thorough introduction to the building, faculty, and administration;
 - b. Explanation of the school's policies and procedures;
 - c. Overview of the school's mission, history, and student population.
5. To resolve differences between mentors and mentees.

E. Responsibilities of the Assistant Superintendent:

1. To arrange the District's new teacher/administrator orientation program;
2. To provide curriculum information to new teachers;
3. To provide ongoing professional development in areas related to the Curriculum Frameworks and Effective Teaching Practices;
4. To discuss certification options with new teachers;
5. To provide budgetary assistance and support in funding substitutes, supplies, and mentor time;
6. To visit classrooms;
7. To inform the community, school board, and school councils about the program;
8. To approve assignment of mentors and mentees, based on principal's recommendation;
9. To assess the impact of the program;
10. To coordinate the selection process for mentors (application, etc.); and
11. To serve as a resource person to building principals, mentors and mentees.

**ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT
MENTOR APPLICATION**

Name: _____ Total Years Teaching: _____

Present Teaching Assignment (school, grade, subject):

Areas of certification:

Please respond to the following questions on a separate sheet of paper.

1. What skills do you possess or special training have you completed that would be beneficial in your role as a mentor?
2. Describe your teaching style.
3. Confidentiality is of major importance in our District. How would you maintain this with your mentee?
4. Discuss your degree of familiarity with the Principles of Effective Teaching, Curriculum Frameworks, multiple intelligences, and learning styles.

Please attach a minimum of one letter of support of your candidacy.

COACHES ADDENDUM

COACHING

PREAMBLE

All coaching positions in the Athol-Royalston Regional School District are contingent upon funding in the budget or in federal or state programs.

PURPOSE

- A. To attract capable coaches in the district.
- B. To maintain stability in the coaching staff by encouraging capable coaches to remain in the district.
- C. To aid the committee in planning their annual budgets.

STRUCTURE

- A. The athletic director is considered to be management personnel charged with the responsibility of recommending employment to the principal of the school, the evaluations of all coaching positions, arrangement of athletic events, and the performance of all the duties generally associated with the position. A mutually agreed upon number of the teaching periods will be determined by the athletic director, principal, superintendent of schools and school committee. The athletic director will also be provided with office space and telephone.
- In coordination with the principal of the school, the athletic director will evaluate every sport annually and report before budget presentation whether a sport should be continued or not for the following year. The athletic director and principal will recommend in writing the termination of the sport and state the reason.
- B. Each coach must have or agree to obtain a current Red Cross first aid course that will meet the certification requirements of the American Red Cross. Annually the Athol-Royalston Regional School District shall provide a course in basic first aid knowledge specializing in the recognition and handling of athletic injuries for all coaches. If a coach is hired after the Red Cross course has been offered, than the coach will have one year to satisfy the first aid requirements. (subject to language agreement by both parties)
- C. If a suitable and qualified head coach cannot be employed to handle a certain sport, the program will be held in abeyance until such a coach can be located and employed.
- D. If an assistant coaching position is not filled, the remaining members of that varsity or middle school coaching staff equally share the Step 1 salary of that position.

- E.** There will be four (4) steps in the coaches' salary schedule to be determined as follows:
1. Every coach will be given one step for every two (2) years of experience as a coach of the activity in question.
 2. When a coach moves from assistant coach to head coach in a sport, he/she will be given one step for every two (2) years experience as an assistant in that sport.
- F.** Varsity coaches may be given a three year contract after their first full year in that position. The school committee reserves the right to make appointments on a one-year basis, notifying fall and winter coaches by April 15th and spring coaches by July 15th.
- A.** Coaches who are Unit A employees must adhere to the requirements specified in Appendix A, article III, Section A, Staff Meetings.
- B.** Coaches must supervise those students who remain in school before a practice or game begins and for those students whose transportation is delayed after a game.

ATHOL-ROYALSTON REGIONAL SCHOOL DISTRICT
COACHES SALARY SCHEDULE

GROUP I

Head Varsity Football

GROUP II

Head Varsity Boys and Girls Basketball

Varsity Boys Wrestling

GROUP III

Head Varsity Baseball

Head Varsity Field Hockey

Head Varsity Girls Track

Head Varsity Soccer

Head Varsity Boys Indoor Track

GROUP IV

Head Freshman Football

Head Middle School Football

Head Varsity Boys Cross Country

Head Varsity Girls Cross Country

Head Varsity Girls Volleyball

GROUP V

Varsity Baseball Assistant

Varsity Boys Track Assistant (1)

Varsity Girls Track Assistant (1)

Head Middle School Boys Basketball

Head Middle School Girls Basketball

Varsity Softball Assistant

Head Middle School Soccer

Head Middle School Softball

Head Varsity Golf

Varsity Assistant Boys Volleyball

Varsity Assistant Girls Volleyball

Middle School Cheerleader Advisor

[Type here]

Varsity Soccer Assistant

Middle School Field Hockey

Football Cheerleader Advisor

Basketball Cheerleader Advisor

Girls Varsity Soccer Assistant

Head Middle School Track Coach

Head Middle School Wrestling Coach

Head Middle School Baseball

Assistant Middle School Football

Head Freshman Boys

Basketball

Varsity Field Hockey Assistant

Step	1	2	3	4
Group I	\$4,072.38	\$4,523.61	\$4,975.87	\$5,428.12
Group II	\$3,187.44	\$3,618.06	\$4,072.38	\$4,523.61
Group III	\$2,250.99	\$2,705.31	\$3,114.29	\$3,528.44
Group IV	\$2,144.88	\$2,511.63	\$2,860.87	\$3,226.59
Group V	\$1,427.86	\$1,798.73	\$2,144.88	\$2,511.63

EMPLOYEE FAMILY AND MEDICAL LEAVE

The Athol-Royalston Regional Public Schools shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 and its subsequent amendments. The Superintendent shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993."
P.L. 110-181, "National Defense Authorization Act"

FAMILY AND MEDICAL LEAVE

A.

Leave Without Pay

1. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness; the illness of a spouse, child, or parent; the birth or adoption of a child; for any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent, or next of kin.

2. An employee is not entitled to leave without pay unless:

- a. that employee has been employed for at least twelve (12) months by the School Committee* and

- b. that employee has worked at least 1250 hours in the previous 12 month period or has a salaried position of at least .5 F.T.E.s

* While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.

3. Extent of leave:

- a. An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered servicemember with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave as per contracts with any collective bargaining units, available paid vacation leave and personal leave before being entitled to take leave without pay.

4. Definitions:

- a. "Child" means a son or daughter, whether biological adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.

b. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.

c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.

d. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.

f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either

(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;

or

(2) continuing treatment by a health care provider, which includes:

(a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity);

or

b. one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

(b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

(c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; or

(d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

(e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

- B. Types of Leave Without Pay
 - g. "Spouse" means a husband or wife, as defined by state law.
 - h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

1. Personal Medical Leave Without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.

- a. An employee must exhaust all available sick leave vacation and personal days, before taking leave without pay.

b. Medical Certification:

(1) The Superintendent may require a medical certification from the employee's health care provider, stating—

- i. the date on which the health condition began,
- ii. the probable duration of the condition,
- iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
- iv. a statement that the employee is unable to perform the functions of his/her job.

(2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of a health care provider designated by the Superintendent concerning the information in b., above.

The health care provider giving the second opinion may not be a person regularly employed by the School Committee.

(3) If the second opinion conflicts with the first, the Superintendent may require, at the School Committee's expense, a third opinion. The third health care provider's opinion shall be final and binding on the School Committee and the employee.

(4) The Superintendent may require an employee on medical leave, whether paid or unpaid to provide medical certifications at reasonable intervals.

c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—

(1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the school, subject to the approval of the employees' health care provider.

(2) shall give the employees' supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave, except that if the date of treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.

d. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.

e. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

f. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary and operationally feasible.

g. Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the Superintendent may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

2. Family Medical Leave Without Pay: The Superintendent may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

a. Medical Certification

(1) The Superintendent may require a medical certification from the health care provider for the spouse, child, or parent, as the case may be, stating -

i. the date on which the health condition began,

ii. the probable duration of the condition,

iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,

iv. that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.

- (2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense a second opinion. The employee must obtain the opinion of the School Committee's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
- (3) If the second opinion conflicts with the first, the Superintendent may require, at the School Committee's expense, a third opinion. The third provider's opinion shall be final and binding on the School Committee and the employee.
- (4) The Superintendent may require an employee on medical leave to provide medical certification at reasonable intervals.
- (5) An employee may take up to thirty (30) work days of paid leave under this paragraph two (2) within a School year, provided that all of the criteria provided above has been met, and the employee has taken all available sick leave, vacation leave, and personal days before taking leave without pay.
- b. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
- (1) Shall make a reasonable effort to schedule the treatments so as not to disrupt unduly the operations of the school, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, and
- (2) Shall give the employee's supervisor at least thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take family medical leave, except that if the date of the treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.
- c. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
- d. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- e. the employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.

3. Parental Leave: An employee may take parental leave without pay, or paid leave as provided herein, within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay, or paid leave as provided herein, within one year of the placement of a child with the employee for adoption or foster care. Paid leave will be granted for up to 10 work days provided the employee draws up on his/her own accumulated and unused sick leave.

a. When the need for parental leave with or without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

b. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Superintendent in writing.

4. Qualifying Exigencies Leave Without Pay: An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

a. Certification
(1) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

b. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts

and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

c. Leave may be taken intermittently for a qualifying exigency.

5. Care for Service Member Leave Without Pay: An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12) month period to care for the servicemember.

A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember).

a. Medical Certification

(1) Leave to care for a covered servicemember with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.

b. Employees seeking to use military caregiver leave must provide thirty (30) days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable, but thirty (30) days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

c. Leave may be taken intermittently whenever **medically necessary** to care for a covered servicemember with a serious injury or illness. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

C. Special Rules

1. Rules Applicable to Instructors in Periods Near the Conclusion of the Academic Term:

The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.

a. If leave without pay begins more than five weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term, if--

(1) the leave is of at least three weeks duration, and

(2) the return to work would occur during the three-week period before the end of the academic term.

b. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember without pay begins within five weeks before the end of an academic term, the principal, may require the employee to continue taking leave until the end of that term, if--

(1) the leave is of at least two weeks duration, and

(2) the return to work would occur during the two-week period before the end of the academic term.

c. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered servicemember without pay begins within three weeks before the end of an academic term the principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.

d. The extended leave is counted against the teacher's FMLA allotment. If the teacher's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave.

2. Intermittent Leave and Reduced Leave Schedules:

a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the employee to transfer temporarily to an available alternate position—

(1) which is offered by the Superintendent,

(2) for which the employee is qualified,

(3) which has equivalent pay and benefits, and

(4) which better accommodates recurring periods of leave than the regular employment position of the employee.

b. If a teacher does not give the School Committee the required thirty (30) days notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.

c. If a teacher takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that teacher must instead take the entire period as FMLA leave.

3. Benefits during Leave:

a. While the employee is on leave, the Athol-Royalston Regional Public Schools shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.

b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--

(1) to be restored to his or her former job, or

(2) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal status of probationary teachers or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.

5. Failure to Return from Leave: The Athol-Royalston Regional Public Schools may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--

a. the employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; and

b. the employee fails to return to work for a reason other than--

(1) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or

(2) other circumstances beyond the control of the employee.

6. Prohibited Acts:

a. No employee of the Athol-Royalston Regional Public Schools shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this policy.

b. No employee of the Athol-Royalston Regional Public Schools shall discriminate against any individual for opposing any practice contrary to this policy.

c. No employee of the Athol-Royalston Regional Public Schools shall discriminate against any individual for:

(1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,

(2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or

(3) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

LEGAL REFS.:

P.L. 103-3 "Family and Medical Leave Act of 1993"
29 U.S.C. S 2601 et seq.
Department of Labor Regulations, 29 C.F.R. Part 825
Va Code S 22.1-303.
P.L. 110-181, "National Defense Authorization Act"