

AGREEMENT BETWEEN

ADAMS-CESHIRE REGIONAL SCHOOL COMMITTEE

AND

ADAMS-CESHIRE TEACHERS ASSOCIATION

JULY 1, 2017 THROUGH JUNE 30, 2020

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AGREEMENT made as of the 1st day of July, 2017, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the ADAMS-CHESHIRE REGIONAL SCHOOL DISTRICT (hereinafter referred to as “District”) and the ADAMS-CHESHIRE TEACHERS ASSOCIATION (hereinafter referred to as the “Association”).

ARTICLE 1 – RECOGNITION

The District recognizes for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of all professional employees who teach three or more periods per day, plus part-time kindergarten teachers, guidance counselors, team leaders, and librarians, excluding all other employees.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “teachers.”

ARTICLE 2 – COMMITTEE PREROGATIVES

The Association agrees that the District through its School Committee and administration has complete authority over the policies and administration of the Adams-Cheshire Regional School District, exercisable under the provisions of law. It further agrees that said District will through its School Committee and administration continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation the said school system in all aspects except same shall not be exercised in violation of any of the express terms and provisions of this agreement. The action of the District with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

ARTICLE 3 – ALTERATION OR AMENDMENT OF AGREEMENT

3.1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

3.2. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

3.3. The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

3.4. If any part of this agreement is in conflict with the law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

3.5. If either of the parties hereto shall during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

ARTICLE 4 – SALARIES

4.1. Salaries for that “work year” covered by this agreement shall be paid to all personnel within the unit defined in Article 1 in accordance with and at the rate set forth in Exhibit A and Exhibit B. A teacher’s annual salary shall be paid to the teacher in 26 equal installments. Each installment payable after the close of a school year is to be picked up at the business manager’s office unless the teacher has arranged for direct deposit. The first payday shall be the first Thursday in September following the date on which all teachers’ attendance is required. A deduction for insurance shall, to the extent practicable, be deducted from salary in equal installments over the first 22 pay periods.

4.2. Each teacher currently employed shall be advised by means of a written notice of his “vertical level” and “horizontal level” for the work year here involved by October 31 of each work year. A teacher first employed during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he is first employed at the commencement of his employment and a teacher so first employed must be placed within a vertical and horizontal level set forth in Exhibit A.

4.3. A teacher shall automatically advance to the next higher vertical level (until the highest level is reached) at the commencement of each work year.

4.4. The “horizontal level” of each teacher is determined by his academic credits as set forth on Exhibit A, subject to approval by the Superintendent of Schools. Academic credits between recognized degrees shall be recognized for purposes of establishing the horizontal level of a teacher only if in the opinion of the Superintendent of Schools such credits are within the area of the teacher’s involvement, and the decision of the Superintendent shall be final and binding on all parties and such decision shall not be a matter for grievance and arbitration.

4.5. For purposes of the horizontal increments referred to on Exhibit A, the following definitions shall apply:

M –Any Master’s Degree.

4.6. Superintendent may but need not assign members of the unit described in Article 1 to those duties provided for in Exhibit B. If a member of said unit is so assigned and accepts such assignment (a teacher need not accept), the member shall receive as compensation the amount determined in accordance with the provisions of Exhibit B. Nothing in this paragraph shall be construed as (a) requiring the District to establish or maintain any position referred to in Exhibit B or (b) precluding the District from adding any other similar positions, or (c) requiring the Superintendent to appoint members of the unit to the positions generally referred to in Exhibit B, or (d) defining the nature, extent and specifics of the duties of the positions generally referred to in Exhibit B may entail work beyond the “workday” defined in Article 6 and that an appointment to an available position provided for in Exhibit B shall be made annually by July 30 of each year and for a terms assigned to a duty set forth in exhibit B shall be evaluate periodically by the Superintendent or designee using an evaluation form, if any.

4.7. It is anticipated that the District may, although it need not, utilize “Team Leaders,” so-called for educational improvement. Therefore, with respect to “Team Leaders,” it is agree that:

(a) The Principal of the building to which the “Team Leader” is assigned shall define the duties and responsibilities. One or more of the following categories as the Principal or Superintendent, as the case may be, in his/her discretion deems appropriate.

Category A: Significant duties and responsibilities involving curriculum development or similar work.

Category B: Significant administrative duties and responsibilities such as preparing a budget for other than for the “Team Leader’s” position.

Category C: Significant duties and responsibilities requiring the “Team Leaders” to be in another teacher’s classroom during class.

(b) The Principal to whom the Team Leader is responsible or if the “Team Leader is responsible to more than one Principal, the Superintendent shall appoint each “team Leader” to serve until the commencement of the next succeeding “work year.”

(c) “Team Leaders” are to be compensated in accordance with the category(s) assigned to each position as follows:

Years 1, 2, 3 = \$1,250
Years 4, 5, 6 = \$1,450
Years 7+ = \$1,650

(d) “Team Leader’s” salary shall be in addition to the salary to which the “Team Leaders” would be otherwise entitled as a teacher under the provisions of Exhibit A.

(e) The utilization of “Team Leaders” is not to be construed as precluding the establishment by the District of other quasi-administrative positions within the system. It is agreed that

satisfactory performance of the duties of a “Team Leader” may require work beyond the “work day,” and “work year” defined in Article 6.

(f) Nothing herein set forth shall be construed as requiring the District to establish or maintain any one or more of the positions of “Team Leader.”

(g) A teacher shall be annually evaluated for “Team Leader” position held. The results of such evaluation(s) shall not be considered in evaluating a teacher’s suitability for the position of a teacher.

4.8. It is anticipated that the District may, although it not need, utilize “Assessment Leaders,” so-called for educational purposes. Assessment Leader’s salary will be set by the Superintendent on a case-by-case basis.

4.9. For purposes of this agreement and other pertinent provisions of law. The daily compensation of each member of the unit described in Article 1 shall be deemed to be 1/188 of that total compensation to which the member shall be entitled during the work year involved.

4.10. If a teacher is recalled to a part-time position of if a full-time teacher shall be reduced to part-time or a part-time teacher to less part-time, then such teacher’s salary shall be calculated by multiplying the rate set forth on Exhibit A, for the applicable year, at such teacher’s appropriate horizontal level and vertical step by the teacher’s prorated portion of service.

4.11. The Superintendent or Principal, upon review by the Professional Development Committee may, but need not, assign a teacher or other person or entity to do curriculum development project(s). If a teacher is so assigned and such teacher accepts such assignment (a teacher need not accept), the teacher shall be paid the lump sum amount specified in writing by the Superintendent to be paid for the particular curriculum development project. Such amount shall be paid upon the timely completion of the project.

4.12. The District will form a professional development committee that will convene to examine research and data, discuss training needs, and design/modify the annual professional development plan for the District, guided by state and federal mandates, District and school goals, the District strategic plan and the individual and collective needs of the teaching staff, based on their input and certification/recertification needs. The Committee will also assist the Superintendent in setting priority topics for individual professional development requests based on the same criteria as above. The committee shall consist of at least four teachers selected by mutual agreement by the President of ACTA and the Superintendent. The committee shall convene as needed at the request of the Superintendent. Teachers will be given release time to attend, or will be paid at a rate established by the School Committee for meetings taking place beyond the seven-hour day. The approved plan shall be implemented by the employer.

4.13 The District may utilize “mentors” for teachers that are identified by a principal as in need of mentoring. Each mentor shall be paid \$500 per school year for each mentee mentored.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1. A “grievance” is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.

5.2. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing. “Grievances” submitted after the close of the school year in June shall be processed as speedily as is practicable.

5.3. Level One. A teacher with a “grievance” shall within 30 days immediately after the occurrence of those acts or missions upon which the grievance is premised present it to his Principal either directly or through the Association. In the event that the teacher is not directly responsible to an individual principal, then he shall present it to his/her immediate Supervisor.

Level Two. If the “grievance” is not resolved to the satisfaction of the grievant within seven days after submission at Level One, the grievant either directly or through the Association may present the “grievance” in writing to the Superintendent.

Level Three: If the “grievance” is not resolved to the satisfaction of the grievant within seven days after submission at Level Two, the grievant either directly or through the Association may present the “grievance in writing to the School Committee.

Level Four: If the “grievance” is not resolved to the satisfaction of the grievant within 20 days after submission at Level Three and if the Association indicates in writing addressed to the Superintendent that the “grievance” is, in the considered opinion of the Association, meritorious and that it involves in the considered opinion of the Association, the interpretation or application of this agreement, the grievant may submit the “grievance” in writing to arbitration as hereinafter provided (said opinion shall be attached to the submission to arbitration.)

5.4. Teacher may present a “grievance” to the District and have such “grievance” heard without intervention by the exclusive representative of the employee organization representing said teacher, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this agreement.

5.5. The following general provisions shall pertain to arbitration:

(a) Parties shall be bound by the rules and procedures of the American Arbitration Association including the selection of an arbitrator unless contrary to express provisions herein set forth.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.

(d) The arbitrator will confer with representatives of the District and the Association and shall hold hearings and issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the District as set forth in this agreement or other pertinent provision of law.

5.6. (a) The School Committee and the administration will cooperate with the Association in the investigation of any "grievance" by making available to the Association all recorded information in the possession of the District, which is within the public domain, to the extent so requested by the Association.

(b) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(c) All decisions rendered at Levels One, Two and Three of the "Grievance Procedure" shall be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the grievant and the Association. A decision at Levels One and Two shall be final unless within seven days of delivery of said decision to the grievant, the "grievance" is presented in writing at the next level. A decision shall be final at Level Three unless within 20 days of delivery of said decision to the grievant, the "grievance" is presented to the American Arbitration Association for arbitration.

(d) The submission of any "grievance" to arbitration shall constitute a waiver of any right or rights teacher(s) and Association may have with respect to the matter submitted to said arbitration under other provision of law including but not limited to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts and the teacher(s) and Association shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matters under this Article 5.

(e) No reprisals shall be taken by the District or the school administration against any teacher participating in the presentation of a "grievance" in accordance with the provisions of this agreement because of such participation.

(f) If a "grievance" affects a group or class of teachers and does not come within

the purview of paragraph 5.6. (d) of this article, the Association as well as the teacher may within 30 days immediately after the first occurrence of those acts or omissions upon which the “grievance” is premised submit such a “grievance” in writing to the Superintendent, whereupon such “grievance” shall be further processed at Level Three.

(g) The President of the Association or his designee shall have the right to participate in the investigation and processing of a “grievance.” If it is necessary that such investigation or processing occur during a regular work day of the said President or his designee, he shall be released from his regular duties for such purpose without loss of pay or other benefits.

(h) It is recognized that members of the Association may have to testify in order to properly process a “grievance” under Level Four and so any member other than the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE 6 – TEACHING HOURS, YEAR AND LOAD

6.1. The regular workday for teachers will begin 15 minutes before the anticipated starting time for the commencement of classes and end 15 minutes after the anticipated ending time for classes, provided that the total does not exceed 7 hours. The anticipated starting and ending times for classes may be modified by the School Committee. However, except as hereinafter provided, no such modification shall increase the length of a teacher’s regular workday beyond 7 hours. The District’s anticipated starting time for the commencement of classes and ending times for classes for the various schools is set forth in Exhibit C. The Superintendent or designee may from time to time permit teachers to leave early or arrive late, but such permission shall not establish a shorter workday. Further, Superintendent or designee may from time to time allow teachers to teach a schedule which begins before the established starting time for students or which ends after the established dismissal time for students, provided that the length of the volunteering teachers’ workday shall not exceed 7 hours.

6.2. The work year of each teacher (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than August 31, when Labor Day falls on September 6th or 7th, and no earlier than the Tuesday after Labor Day, when Labor Day falls on September 1-5, unless the parties agree otherwise.

During the term of this Agreement, the parties agree that except for new personnel, the work year shall begin as set forth herein and the attached calendar:

2017 – 2018: August 28, 2017
2018 – 2019: August 27, 2018
2019 – 2020: August 26, 2019

“Teacher Workshops” as used in this Section 6.2 means meetings and workshops for training, school year and classroom preparation, professional development, administrative and other purposes. See the attached calendars.

The work year terminates not later than June 30.

The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, in-service days, conference days, individual and group parent days and any other days on which teacher attendance in the opinion of the Superintendent is desirable; provided, however, that the work year shall be the number of days as are from time to time established by the Superintendent, provided always, the number of workdays shall not exceed 188 days of which a maximum of 184 days may be when pupils are in attendance, and provided further, that said work year shall not include those days celebrated within the Commonwealth of Massachusetts as Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriot's Day and Memorial Day, Saturday and Sunday nor shall it include those five consecutive workdays, one of which is that day celebrated within the Commonwealth of Massachusetts as Washington's Birthday nor shall it include after 1 p.m. on the Wednesday before Thanksgiving Day. The Superintendent shall each year establish a school calendar, which shall set forth, anticipated workdays and the District shall disseminate it to all teachers. After at least 2 school-cancellation days, any remaining full-day professional development days will be changed to half-day workshops and, additionally after professional development days have been exhausted, Good Friday will be used as a half school day.

6.3. All teachers in the high school have five class periods during each week of the school year for the purpose of class preparation. All other teachers shall have five periods a week for the purpose of class preparation during the time a special subject teacher is scheduled to teach such teacher's class. During each of said periods, teachers will be assigned no duties other than preparation for class. On the occasion when a special subject teacher is absent, and all available substitute teachers are substituting for other teachers, and there are not paraprofessionals available in the building, a teacher shall provide class coverage and be compensated at a rate of \$18 a class period.

6.4. High school teachers shall not be required to teach more than a total of three teaching disciplines during any one semester. The following are considered disciplines: Art and Music, Business, English and Language Arts, Foreign Languages, Home Arts, Industrial Arts, Mathematics, Physical Education, Science, and Social Studies.

6.5. A teacher shall be entitled to a one-half hour duty-free lunch period on each day the teacher is scheduled to work at least six hours. To carry out the foregoing, the Superintendent may, as and when the Superintendent deems it appropriate, implement such change(s) in one or more of the teacher's hours and working conditions as Superintendent deems advisable including, but not limited to changes (s) teacher assignment, (b) teacher duties and responsibilities, (c) aide assignment, (d) length of workday, (e) length of student day, (f) student day.

6.6. Teachers may be required to remain after the end of the regular workday without additional compensation for not more than 4 hours per calendar month for meetings or other purposes designated by the Principal of the building involved or the Superintendent ("Teacher Meetings). Teacher meetings may include but not limited to collaboration time; curriculum; professional development; accreditation

preparation; as well as any other purpose that the Principal or Superintendent deems necessary. Teacher meetings shall not exceed 75 minutes per week, unless the parties agree otherwise. Also, teachers may be required to schedule and participate in individual conferences with parents of pupils and to participate in a maximum of three non-consecutive scheduled evening or scheduled afternoon parents programs. The Principal or Superintendent will assign the hours for such events. During any week when parent teacher conferences, meet the teacher night or similar event occurs, there will not be a staff meeting.

6.7. Teachers may be required to perform during the workday defined in paragraph 6.1. in addition to their teaching duties other activities deemed by the Principal of the building involved or the Superintendent to be reasonably necessary for the proper functioning of the school system, provided, however, that the teachers shall not be required to administer eye or ear examinations or to drive pupils to activities which take place away from the school building.

6.8. The District agrees that it shall use its best efforts to establish and maintain a ratio of 125 professional personnel for each 2,000 students, together with paraprofessional support of 10,000 hours. Such paraprofessional support shall include teacher aides, guidance aides, library aides, and instructional aides. Office staffing and clerical aides shall not be deemed to be such support.

6.9. Teachers shall be notified by the administration by email or mail of their tentative program for the next ensuing year, which shall include the schools to which they will be assigned, the grades and subjects that they will teach, by that August 1st which immediately precedes the commencement of the next ensuing year.

6.10. The Principal(s) and if the teacher is directly responsible to more than one Principal then the Superintendent shall endeavor to assign teachers within their areas of certification or competence.

6.11. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules. Teachers who are assigned to more than one school in any one school day shall receive the standard mileage rate mentioned in Rev. Proc. 88-52 for the first 15,000 miles of use provided always that in the event the mileage rate is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes. Notwithstanding the foregoing, the District shall be obligated to reimburse a teacher only if such teacher submits a written claim for such reimbursements on such forms and within such time as the District may from time to time establish.

6.12. Principals may assign teachers to supervise students for a period of time preceeding the starting time of the first assigned teaching assignment of the day. Such assignments shall be just among those teachers whose schedules permit such assignment and first among those who have volunteered for such duty and then among non-volunteer teachers whose schedules permit such assignments, except that a Principal may exclude one or more teachers from such supervision because of the number and nature of such teacher's teaching assignments, size of classes and other duties. Any volunteer or non-volunteer shall be allowed time off of equal duration for early departure on the day that such duty is performed.

6.13. Teachers who have open periods in addition to the preparation periods provided for in paragraph 6.3 of the article from time to time may be required to perform during such open periods individual tutoring, group tutoring, classroom teaching and other educational activities.

6.14. Principal(s) in his/her sole discretion shall, from time to time, establish the number of teachers to supervise each elementary lunch recess and each elementary lunch period provided always at least one teacher shall supervise such duties.

6.15. Each full-time regular high school teacher shall have a maximum of five classes each day. However, a teacher may volunteer to teach a sixth class each day in lieu of a duty period. A directed study hall is a duty period and shall not be considered a class.

6.16. The District may adopt a Middle School Student Schedule, which will provide for Middle School core teachers to follow a schedule with an average teaching day of 255 minutes, which may include 90-minute teaching blocks and/or rotation. Common Planning will be provided when feasible.

ARTICLE 7 – TRANSFERS

7.1. Whenever the Superintendent deems it necessary to transfer one or more teachers to a different school with or without a change of subject or grade assignment or whenever the Principal deems it necessary to change the subject or grade assignment of one or more teachers within the same school, notice thereof shall be given to the teacher or teachers involved as soon as is practicable. If any one or more of the involved teachers wishes to discuss such transfer or change of subject or grade assignment with the administrator making the transfer or change of subject or grade assignment prior to the effective date thereof, the teacher shall request a conference within five days of the receipt of the notice of transfer or change of subject or grade assignment. The administrator making the transfer or change of subject or grade assignment shall confer with the teacher within five days of receipt of such request. The administrator making the transfer or change of subject or grade assignment shall before effectuating such transfer or change of subject or grade assignment, consider, in the context of the ultimate objectives of the transfer or change of subject or grade assignment, the individual qualifications, certification, length of service and other appropriate available alternatives.

7.2. An affected teacher, with the written approval of the Association, may, in writing, request a conference with the Superintendent for purposes of reviewing the decision of the Principal making a change of subject or grade assignment or reconsidering the Superintendent's decision. The Superintendent shall confer with the teacher within ten school days for purposes of said review or reconsideration. The decision of the Superintendent after said review or reconsideration shall be final and binding upon all parties and not subject to grievance or arbitration. Transfers shall not be made for punitive reasons.

7.3. If a teacher wishes a building transfer or change in subject or grade assignment, he may make application therefor to the Superintendent with notice to the Principal(s) of the building(s) involved. Said application shall be in writing and shall set forth the transfer or change sought and the reason therefor.

The Superintendent shall, within three calendar weeks of the submission of said application, advise the teacher of his/her decision, in writing, which advice may but need not set forth the reasons for the Superintendent's decision. The decision of the Superintendent shall be final and it shall not be subject to either the grievance or arbitration procedures.

ARTICLE 8 – SPECIAL ASSISTANCE FOR TEACHERS

The District agrees that it shall provide for the teachers assistance with respect to that child who deviates from the normal learning patterns to the extent permitted by the then existing resources under the administrative control of the Principal for the building involved.

ARTICLE 9 – VACANCIES AND PROMOTIONS

9.1. Whenever any vacancy in a professional position occurs during the school year (September to June) after all teachers have been assigned, it shall be adequately publicized by the Superintendent by means of a notice placed on the school bulletin board in every school as far in advance of the anticipated appointment as possible. During the months of July and August, after all teachers have been assigned, written notice of any such vacancy will be posted on a bulletin board in each school and will be given to the Association. In both situations, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed arbitrarily or capriciously or without basis in fact when such vacancies occur in the future. No such vacancy shall be filled, except in an emergency, within five days from the date the notice is posted in the schools or the giving of notification to the Association.

9.2. All qualified teacher shall be given adequate opportunity to make application for such position, and the Superintendent agrees to give due weight to the professional background and the attainments of all applicants, the length of time each has been engaged in teaching, and other relevant factors. When all other factors are, in the good faith opinion of the Superintendent, substantially equal, preference in filling such vacancies shall be given to qualified teachers already employed by the District. Permanent appointments shall be made as soon as practicable.

ARTICLE 10 – TEACHER FACILITIES

Each school shall have the following facilities insofar as the same is physically and economically feasible:

10.1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

10.2. An appropriately furnished room to be reserved for the exclusive use of teachers for a faculty lounge and dining facility.

10.3. A serviceable desk and chair for the teacher in each classroom.

10.4. An individual mailbox for each teacher.

ARTICLE 11 – SICK LEAVE

11.1. A teacher shall be credited with 15 days of sick leave during each work year of employment provided that the teacher shall have reported for duty on the first official day of the work year involved. Exceptions to this shall only be made in case of legitimate illness requiring a physician's note, maternity leave, or approved bereavement. In all cases the decision of the Superintendent regarding exceptions shall be final. Sick leave shall be accumulated from year to year up to a maximum accumulation of 180 days.

11.2. Accumulated sick leave may be used for the purposes of illness only. In the event a teacher is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

11.3 Teachers who use not more than three (3) sick leave days per school year will receive a payment of \$300.00 ("Wellness Payment"). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Teacher.

ARTICLE 12 – TEMPORARY LEAVES OF ABSENCE

12.1. The Superintendent or his/her designee may but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions (the grant or denial of leave by the Superintendent or his/her designee shall be conclusive and his/her decision shall not be subject to grievance or arbitration):

(a) For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent or his/her designee and then only for a period not in excess of one day.

(b) For purposes of attending conventions, seminars and conferences, provided request is made to the Superintendent or his/her designee in writing at least ten days before the commencement of the time of the requested absence.

(c) For purposes of fulfilling the obligations of a public office held by the member of the Association within either the Towns of Cheshire or Adams, provided reasonable request is made therefor and provided further that such leave shall be for a period not in excess of five days during any one work year.

12.2. Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions:

(a) In the event of the death of the husband or wife or child of the teacher, for a period not in excess of seven consecutive calendar days, and in the event of the death of father mother, stepmother, stepfather, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, niece or nephew and grandchildren for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

(b) For purposes of religious observance if the religious convictions of the teacher prohibit him from working on said day.

(c) For the purpose of attending summer school for a period not in excess of the last five consecutive work days of the work year, provided that a teacher gives notice to the Superintendent of Schools of his/her intentions to take such a leave of absence at least 15 days prior to the expiration of the work year, and provided further that any teacher who takes leave under this section shall have deducted from his/her then accumulated sick leave one accumulated sick leave day for each day absent.

12.3. The Superintendent shall grant a temporary leave of absence to a teacher who has received a child for adoption, provided always, that the leave shall not exceed eight weeks as measured from a date not later than the date the teacher receives the child. The said leave shall be without pay except that the teacher may utilize accumulated sick leave days during the leave granted hereunder.

12.4. The Principal for the building involved (if the teacher is directly responsible to more than one Principal then to the Superintendent) shall grant temporary leaves of absence for those matters that cannot be taken care of after school hours which are for personal, legal, business, household or family matter (including to care or assist in the care of a relative of a teacher), but not for illness (Article 11) or leave under paragraph 2 of this article, provided that the total number of days of leave in the aggregate shall not, in any work year, exceed five days (each day a "Personal Day") for each work year and further provided:

(a) Teacher may not use a "Personal Day" (i) on the last workday preceding a holiday or vacation, or (ii) on the first workday following a holiday or vacation except when granted by the Superintendent. If a teacher uses a sick leave day on a day referenced in (i) or (ii), then upon the request of the building principal, a teacher shall produce documentation of that absence from a medical professional. Failure to produce the requested documentation will result in a loss of pay for that day.

(b) Teacher must give the Principal or the Superintendent, as the case may be, written request at least three days in advance (except in the case of emergency the request may be given less than three days in advance) of day on which a "Personal Day" is intended to be used. The use of a "Personal Day" shall be coordinated in advance with the Principal of the building the teacher is assigned to that on the day the "Personal Day" is to be taken. Since "Family Care Days" have been eliminated and changed to

“Personal Days” teachers can take a “Personal Day” without three day notice if the need arises to care for a family member.

(c) A “Personal Day” pursuant to the Section 12.4, must be taken in half or full school day increments.

(d) The District will compensate a teacher the sum of twenty (25) dollars, for each half (1/2) “Personal Day” the teacher has not used during a school year, up to a maximum of \$100 per year. The compensation shall be paid within 30 days of the end of the school year and may be paid separately or with any regular pay due the teacher. Requests to do this shall be on a designated form, if any, delivered to the District’s business office by June 1.

(e) Teachers may select to roll unused/unpaid Personal Days into their accumulated sick leave, up to two days per year. Requests to do this shall be on a designated form, if any, delivered to the District’s business office by July 1. Notwithstanding the foregoing, a teacher shall not be permitted to roll over a Personal Day into his/her accumulated sick leave account, if as a result of the roll over, the teacher’s total number of accumulated sick days will exceed 180 days.

The Principal or Superintendent, as the case may be, may deny teacher’s request for leave if more than 15 percent of the teachers at any of the District’s schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.

12.5. The School Committee or Superintendent may but need not grant in writing temporary leaves of absence to an applicant therefore such reason or reasons as shall seem appropriate to School Committee or Superintendent. Such leave, if granted, shall be upon such terms and conditions as the School Committee or Superintendent, as the case may be, shall determine. The grant, denial, imposition or terms and the imposition of conditions by School Committee or Superintendent with respect to each request for leave shall be conclusive and shall not be subject to grievance or arbitration.

Without limiting the generality of the foregoing and without limiting the absolute discretion of the School Committee or Superintendent to grant or deny leave hereunder, the parties agree that such leave may be granted for reasons of extended illness or injury, for travel, for family illness, for the rearing of children and for academic pursuits not coming within the purview of Article 13 (Sabbatical Leaves).

12.6. The Superintendent shall grant temporary leaves of absence for post-natal care of the teacher’s infant upon the following terms and conditions:

(a) Leave shall be without pay and insurance benefits. However, to the extent permitted by the District’s insurance carrier, teacher may maintain the insurance benefits upon full payment of the cost of the same to the District.

(b) Leaves shall commence at the expiration of any statutory maternity leave teacher or teacher's spouse is entitled to take and in the case of an adopted child on the day the child is received and shall expire, at the option of the teacher, at the end of the "work year" in which the leave commenced or if extended as hereinafter provide at the end of the next succeeding "work year."

(c) Teacher irrevocably notifies the Superintendent in writing 30 days in advance of teacher's intention to take a leave hereunder and the date teacher will return to the District's employ. Teacher may exercise the option to extend leave by irrevocably notifying the Superintendent in writing of such election on or before March 31 of the first work year involved or with the notice provided for the first sentence of this paragraph.

(d) Teacher must reaffirm in writing within that period between January 1 and March 15 of that calendar year in which the teacher is to return to the District's employ of the teacher's intention to return to the employ of the District. If the teacher fails to give such notice within 10 days written request for the same, mailed to the teacher's last known address, the teacher is deemed to have resigned from the employ of the District.

12.7. Any leave taken under this Article 12 shall not be in addition to Small Necessities leave taken or available to be taken under the provision of M.G.L. c. 149, § 52D.

ARTICLE 13 – SABBATICAL LEAVES

Upon recommendation by the Superintendent, the School Committee shall grant sabbatical leaves of absence for purposes of study, travel or exchange teaching upon such terms and conditions as to the School Committee in the exercise of its sole discretion seems reasonable, provided, however:

(a) That the terms and conditions so established by the School Committee shall provide for the payment to the teacher by the School Committee as salary during such sabbatical a sum which together with any stipend, grant or other income to be received by said teacher during said sabbatical shall not be less than 50 percent of the salary that the teacher would receive for the same period if he/she had remained employed by the District in his/her usual position.

(b) Any teacher desiring such leave must make a request in writing, addressed to the Superintendent no later than February 1 of any year, whereupon the Superintendent shall confer with the applicant and advise the school Committee of his/her recommendation on or before the next ensuing March 1.

ARTICLE 14 – SEVERANCE OR RETIREMENT PAY

14.1. Any teacher hired by the District prior to April 2, 2012, who has been in the employ of the Adams-Cheshire Regional School District for a period of 20 years or more and has attained the age of 52 years, and has 80 sick days accumulated or maintained, such teacher shall be paid \$10,950 in January of the year following retirement.

14.2 Any teacher hired by the District after April 2, 2012, who has been in the employ of the Adams-Cheshire Regional School District for a period of 10 years or more and has attained the age of 60 years, and has 80 sick days accumulated or maintained, such teacher shall be paid \$10,950 in January of the year following retirement.

14.3 Each teacher is required to irrevocably notify the Superintendent in writing of such teacher's retirement from the District on or before the March 15 prior to the effective date of the teacher's retirement. The Superintendent may, if in the Superintendent's sole opinion it does not adversely affect District's finances or staffing, give the retirement benefit upon lesser notice.

14.4 Any teacher who received or is receiving any payment pursuant to the provisions of Article 12 – Longevity of the collective bargaining agreement dated July 1, 2004, shall be ineligible for any payment under this Article.

ARTICLE 15 – IN-SERVICE PROGRAMS

15.1 The District may but need not conduct or cause to be conducted conferences, seminars, lectures, workshops and similar programs (hereinafter referred to as “In-Service Programs”) for the purpose of engendering and fostering the professional improvement of the teacher. The entire cost of such “In-Service Programs”, including fees, tuition and books, shall be borne by the District.

15.2 Teacher attendance at such “In-Service Programs” shall be mandatory only if (a) such program is conducted within the teacher workday and work year as defined in Sections 6.1 and 6.2 and (b) the teacher is excused from all duties otherwise to be performed by teacher during the period that he teacher is in attendance at such program.

15.3 For the purposes of clarity, In-Service Programs are not Teacher Meetings or individual conferences pursuant to Section 6.6, attendance at which is mandatory, however, the subject matter and programs of Teacher Meetings could be the same as In-Service Programs.

ARTICLE 16 – INJURY IN THE COURSE OF EMPLOYMENT

16.1 If a teacher because of injury sustained in the course of and arising out of his/her employment, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the District shall, if the teacher so elects, pay to such teacher each month so long as such teacher is receiving benefits under said Section 34 an amount equal to the difference between the teacher's salary at the time of such injury and the amount of weekly indemnity being received by the teacher under Sections 34 and 35A of the said Chapter 152. The amount payable under this article because of any one injury shall be the amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher under this article divided by the teacher's per diem rate.

16.2. If the illness or injury of a teacher comes within the purview of both this article and Article 11 “Sick Leave,” it should be deemed to come within the purview of this article, and such teacher shall not be paid any benefits pursuant to Article 11 for such illness or injury except as is provided in the preceding paragraph.

ARTICLE 17 – INDEMNITY

17.1. In the event that a complaint, claim or other demand is lodged against teacher by any person, firm or entity other than District because of an act or omission of teacher, which act or omission occurs in the course of and arises out of teacher’s employment by District, and which act or omission does not constitute gross negligence or willful misconduct, District agrees that it shall indemnify and save harmless said teacher against any and all liability, loss, damages, costs and expenses incurred by teacher arising out of said act or omission. Teacher agrees that he/she shall advise the Superintendent or his/her designee in writing as soon as practicable of the occurrence of any act or omission which may engender a complaint, claim or other demand or where it is reasonable to expect the assertion of a complaint, claim or other demand.

17.2. Upon receipt of said written notice from teacher, District may, at its own expense, defend against such complaint, claim or other demand and take all such steps, which it deems necessary or proper to prevent or minimize loss, damage, costs and expenses of teacher.

17.3. Teacher shall, where appropriate, comply with the provisions of Chapter 258 General Laws of the Commonwealth of Massachusetts as from time to time amended.

17.4. Nothing set forth in this Article or done by the District pursuant hereto shall be deemed to constitute a waiver by District of any right, remedy or sanction it may have against teacher pursuant to the terms of this agreement and pertinent provisions of law.

ARTICLE 18 – SUBSTITUTE, NIGHT AND SUMMER SCHOOL TEACHERS

18.1. It is agreed that substitute, night and summer school teachers are not members of the bargaining unit and do not come within the purview of this contract and are not entitled to the benefits of this contract.

18.2. If a teacher is ill or otherwise unavailable, the District shall diligently seek to provide a substitute teacher or such other professional or paraprofessional services, as the District deems appropriate. If such substitute is not available, a teacher from within the system may be required to so substitute, notwithstanding the provisions of Article 6 of this agreement provided, however, that such substitutions shall be distributed upon an equitable basis.

ARTICLE 19 – INSURANCE AND ANNUITY PLAN

19.1.1. On the effective date of this agreement the District will pay one-hundred percent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of the teacher. Teachers may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

19.1.2. A teacher may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. The District shall pay toward the premium cost for the plan in which a teacher enrolls the amount equal to seventy-five percent (75%) of the premium cost for the HMO plan selected by the District. Notwithstanding the foregoing, District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a teacher is enrolled.

The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to sixty percent (60%) of the premium.

19.2. The District shall annually prior to the commencement of each fiscal year, prior to our commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount a teacher will have to pay for each plan.

19.3. A teacher may have health insurance or other health coverage through only one of the plans offered by the District.

19.4. Each teacher shall from times to time as requested by the District provide the District with a statement of such teacher's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

19.5. The Committee shall, prior to a change of coverage or selection of a carrier to provide for the aforementioned 19.1.2. insurance, give written notice to the Association of its intended selection. If within ten days of receipt of said notice the Association shall ask in writing to confer with the Committee, the Committee shall meet with the Association within ten days of receipt of a request with respect to such selection. If no agreement is reached as a result of such conference or conferences upon a selection within 20 days of receipt of said notice by the Association, the Committee shall make the selection provided, however, that such selection by Committee shall not result in a diminution of existing benefits. Notwithstanding anything in this section to the contrary, the District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, Section 21-23.

19.6. Teachers shall be eligible to participate, if mechanically feasible, in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87370.

19.7. The District will pay fifty percent (50%) of the cost of such dental benefit plan as is selected each fiscal year by the District.

19.8 A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to teachers at no administrative or other cost to the District.

ARTICLE 20 – DEDUCTIONS

The District agrees to deduct from the salary of its employees such sums as shall be duly authorized by the employees upon forms satisfactory to the District, including deductions for participation in the “tax-sheltered” annuity plan and such additional sums as are mechanically feasible. The sums so deducted shall be remitted to the Association.

ARTICLE 21 – ASSOCIATION PRIVILEGES

21.1 The District shall permit:

(a) The President of the Association to welcome new teachers on orientation day and conduct such business as necessary.

(b) The Association to use a bulletin board within each school for the purpose of displaying notices, circulars and other Association material, which shall be provided by the District.

(c) The Association, upon reasonable notice, to utilize school facilities for the purposes of distributing to Association member information concerning the business of the Association, provided always that said school facilities shall not be used for any political activity or to foster or encourage the adoption or rejection of any proposal or the election of any person except election to positions within the Association or affiliated state or national labor organizations.

(d) A teacher, if he or she so desires, to wear a pin or other identification.

(e) A teacher to have access to his or her “official personnel file” at reasonable times and places.

21.2. District agrees that to the extent permitted by law the Association shall be the only labor organization representing teachers permitted to use the school facilities mentioned in the foregoing paragraph 1 (c).

ARTICLE 22 – TEACHER EVALUATION

The Parties have negotiated a teacher evaluation system set forth at Exhibit D (“Teacher Evaluation System”) which has been submitted to the Department of Elementary and Secondary Education (“DESE”) for approval. As of the date hereof, “DESE “has not responded to Parties’ submitted “Teacher Evaluation System.” The Parties agree to implement the “Teacher Evaluation System”

pending approval by “DESE.” If “DESE” does not approve the “teacher Evaluation System,” the Parties agree to collectively bargain to satisfy “DESE’s” objectives and any information, materials and evaluations obtained, developed or conducted pursuant to the attached will be modified to and use in the teacher evaluation process previously used by the Parties and replaced by the “Teacher Evaluation System.”

ARTICLE 23 – PERSONNEL FILE

23.1. No report, memoranda or other document shall be placed in those files or records referred to in G.L. (Ter. Ed.), Chapter 71 Section 42C without a copy thereof being delivered to the teacher. Upon receipt of such report, memoranda or other document, the teacher shall have the right to submit to the Superintendent, in writing, such refutation or other comment, as teacher shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record.

23.2. Any complaint regarding a teacher made to any member of the Administration by a parent, student or other person, which warrants investigation and which may be used in an evaluation will be promptly investigated, reduced to writing, and called to the attention of the teacher involved. The teacher will be given an opportunity to respond to and rebut such complaint.

23.3. Teachers shall have the right to review the contents of his/her personnel file as provided under Chapter 71, Section 42C. A teacher shall be entitled to have the advice, assistance, and presence of a representative chosen by the teacher accompanying him/her during such review.

ARTICLE 24 – REDUCTION IN FORCE

24.1. Whenever the District, in the exercise of its discretion, determines, from time to time, that it shall reduce the number of teachers employed by the District, it shall notify the Association that it will implement a reduction (“Reduction Notice”). The Reduction Notice shall include the teaching position or positions to be reduced.

24.2 The District shall implement such reduction by laying off, dismissing or not renewing the employment of those teachers at will for whose position there is a teacher with professional teacher status who desires to fill the position, and as of the date of the Reduction Notice: (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District; or in the Superintendent’s discretion possesses equivalent qualifications; and, (3) did not receive an Unsatisfactory summative evaluation in that subject or received other than an Exemplary or Proficient rating in either of his/her two most recent summative evaluations (or a negative evaluation prior to the 2011/2012 school year).

24.3 If the Superintendent determines that there is a further need for reductions in teachers after following the procedures set forth in Section 24.2, teachers with professional teacher status shall be laid off based on their job performance in the position or within the licensure area targeted for reduction. A teacher’s job performance shall be based on the teacher’s past summative evaluations as compared to

other teachers' past summative evaluations in the position and subject discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers in the then current year and up to three preceding summative evaluations (including pre 2011/2012 school year evaluations). Ties in the determination of performance shall be broken by whether the teacher has a professional license or an initial license in the targeted discipline. In the event the teachers in question have the same license (professional or initial) than Length of Service shall be the determinative factor. If the teachers in question have the same Length of Service, the Superintendent shall make the determination.

24.4 A teacher who is laid off as a result of Section 24.3 above may be entitled to displace a teacher in another subject discipline using the same criteria in Section 24.2 or Section 24.3, as applicable, and provided that the professional status teacher designated for layoff already, as of the date of the Reduction Notice, (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District; or in the Superintendent's discretion possesses equivalent qualifications; and, (3) did not receive an Unsatisfactory summative evaluation in that subject discipline or received other than an Exemplary or Proficient rating in either of his/her two most recent summative evaluations (or a negative evaluation prior to the 2011/2012 school year).

24.5. "Length of Service" means a teacher's continuous "Length of Service" in the present school system (or one of its components) from his/her initial date of appointment, plus if the teacher has been recalled pursuant to provision of Article 24, those years of continuous service immediately prior to layoff pursuant to provisions of the Article.

24.6. If within the two-year period following layoff, in accordance with Article 24, a teaching vacancy authorized to be filled occurs, the Superintendent shall notify all teachers formerly with professional status who have been laid off within the two-year period preceding the date of notice (notice shall be in writing addressed to the teacher at his/her last address as it appeared on the records of the District.) If one or more of said teachers with professional status who possess valid or inactive licenses for the vacant position shall within 14 days of the date of such notice, advise the Superintendent in writing that he/she/they are desirous of being appointed to such vacancy, the Superintendent shall use the procedure in Section 24.3 to rank the candidates.

The Superintendent shall provide a ranking of the candidates to the Association, including the names and qualifications based on the criteria set forth in 24.3 ("Ranking List").

1. Within five (5) calendar days of receiving a Ranking List, the Association shall accept the rankings or propose new rankings. If accepted, it shall be the Final Ranking List. The failure to propose new rankings within said 10 day period shall be construed as acceptance of the District's Ranking List.

2. In the event the Association proposes new rankings, the Association must set forth the rationale for its rankings.

3. Within five (5) calendar days of receiving the Association's rankings, the District shall accept or reject it. If accepted, it shall be the Final Ranking List. The failure to accept the Association's rankings within said five (5) calendar days shall be construed as a rejection of the Association's rankings.

4. In the event the District rejects the Association's rankings, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two and shall determine the Final Ranking List.

The Superintendent shall use the Final Ranking List to offer the position to the most highly ranked teacher or, if that individual no longer desires to fill the vacancy, the next highest ranked candidate, and so on until an individual accepts and subject to the provisions of Massachusetts general Laws Chapter 71, shall hire such teacher. The District shall to the extent permitted by law elect teachers appointed pursuant to the provisions of this article to serve with professional status and to restore to said teacher such teacher's unused accumulated sick leave.

24.7. Teachers who have been terminated in accordance with Article 24 shall be given preference on the substitute list, if they so desire, for a period of two years.

24.8. To the extent permitted by law and the applicable insurer, Teachers who have been terminated in accordance with Article 24 may continue their group life and health insurance coverage for a period of two years by promptly remitting to the School District the total premium costs. Failure to forward premium payments to the District in accordance with a mutually agreed upon schedule shall terminate this right.

24.9. The District will provide a seniority list of teachers, in writing, annually to the Association. The list will be available by November 1. Challenges to this list must be presented, in writing, to the Superintendent by November 15. If there are no challenges to the list by November 15, the list will stand for the work year involved.

24.10. Nothing herein shall be construed as pertaining to the exercise by the District of its right to layoff, dismiss or not renew the employment of a teacher who is a teacher at will.

24.11. The Parties agree that the best interests of the students and the District is achieved by having teachers who possess proficient or exemplary teaching skills, have satisfactory subject matter discipline knowledge and have professional licenses in the discipline in which they teach. The Parties also agree that no distinction shall be made in this Article 24 between the summative evaluation ratings defined as proficient and exemplary.

24.12. The Parties agree that a teacher's placement on the salary schedule shall not be a factor in the consideration of a reductions in force.

24.13. Prior to giving effect to any reduction, the District shall provide the Association a "Position Reduction Notice" with respect to each position that is being reduced.

24.13.1(a) In the case of the reduction under §24.2 the Position Reduction Notice shall contain:

1. The Position, including licensure area affected;
2. The name of the teacher without professional status currently filling the Position, his/her area of licensure and his/her qualifications;
3. The name of the teacher(s) with professional teacher status who desires to fill the Position and qualifications based on the criteria set forth in §24.2; and,
4. The name of the teacher the District will appoint to fill the Position after implementing the reduction.

(b) If more than one teacher with professional teacher status desires to fill the position, or the teacher without professional teacher status is retained in the position instead of teacher with professional teacher status, then:

1. Within five (5) calendar days of receiving a Position Reduction Notice, the Association shall: (1) accept the proposed action; or, (2) propose a teacher with professional teacher status (from among those who notified the District of a desire to fill the position) to fill the position. The failure to propose an alternative teacher within said 5 day period shall be construed as acceptance of the appointment set forth in the Position Reduction Notice.

2. In the event the Association proposes an alternative teacher with professional teacher status to fill the position, the Association must set forth the name of the teacher, his/her qualifications, based on the §24.2 criteria, and reasons why the qualifications of the Association's proposed teacher are superior to those of the teacher proposed by the District in the Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed appointment, the District shall: (1) accept the Association's proposed appointment, agree to fill the position with that teacher and dismiss or not renew the teacher without professional teacher status; or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) days shall be construed as a rejection of the Association's proposal.

4. In the event the District rejects the Association's proposed teacher, the Association may grieve the appointment within ten calendar (10) days of the date of the rejection. Such grievance shall commence at Level Two.

26.12.2(a) In the case of a layoff pursuant under §24.3, the Position Reduction Notice shall contain:

1. The Position, including licensure area affected;
2. The name of the teacher with professional status currently filling the Position, his/her area of licensure and his/her qualifications based on the criteria set forth in §24.3;
3. The name of the teacher with professional teacher status who will be laid off after implementing the reduction and his/her qualifications based on the criteria set forth in §24.3.

(b) 1. Within five (5) calendar days of receiving a Position Reduction Notice, the Association shall: (1) accept the proposed action; or, (2) propose a teacher with professional teacher status to be laid off. The failure to propose an alternative teacher within said five (5) day period shall be construed as acceptance of the appointment set forth in the Position Reduction Notice.

2. In the event the Association proposes an alternative teacher, the Association must set forth the name of the teacher, his/her qualifications based on the criteria set forth in §24.3 and reasons why the qualifications of the proposed teacher are superior to those of the teacher proposed by the District in the Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed layoff, the District shall either;(1) accept the Association's proposed layoff, agree to layoff that teacher and retain the District's proposed teacher; or, (2) reject the proposal. The failure to accept the Association's proposed layoff within said five (5) days shall be construed as a rejection of the Association's proposal.

4. In the event the District rejects the Association's proposed teacher to layoff, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two.

27.13 (a) In the case of teacher laid off pursuant to §24.3 who desires to displace a teacher in another discipline pursuant to §24.4, the Association shall provide the District with a notice ("Displacement Notice")

1. The Position, including licensure area affected.
2. The name of the teacher filling the Position and his/her qualifications, including the criteria set forth in §24.3 if applicable.
3. The name of the teacher with professional teacher status who the Association proposes to fill the position and his/her qualifications based on the criteria set forth in §24.3.

(b) Within five (5) calendar days of receiving a Displacement Notice, the District shall; (1) accept the Association's proposed teacher, agree to fill the position with that teacher and lay off, dismiss or not renew the other teacher (as the case may be); or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) days shall be construed as a rejection of the appointment proposed by the Association.

(c) In the event the District rejects the Association's proposed teacher, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two.

28.14 Except as set forth in this Article 24 a reduction in force, layoff or recall is not subject to grievance or arbitration.

ARTICLE 25 – UTILIZATION OF SANCTIONS BY TEACHERS

The Association agrees that no teacher employed by the District shall, during the course of his employment by the District, participate in any strike, slowdown, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the District or the functions of the educational process within the District.

ARTICLE 26 – TUITION REIMBURSEMENT

26.1. The District shall reimburse a teacher for one-half of the tuition and required fee cost for graduate level courses taken at accredited colleges provided that (a) teachers must request such reimbursements in writing and submit documentation satisfactory to the Superintendent or his/her designee as to the amount reimbursable in the fiscal year for which the course was approved; (b) the course has been approved for the particular teacher by the Superintendent in advance of the teacher enrolling in such course; (c) the teacher, in the opinion of the Superintendent, has satisfactorily completed such course and has attained a grade not lower than “B” or its equivalent; (d) the teacher has submitted evidence of payment. A reimbursement shall be paid up to the aggregate maximum for all teachers of \$20,000 per fiscal year calculated as follows: Tuition reimbursement funds shall be held until approximately the end of the fiscal year. At that time, the tuition reimbursement funds shall be divided by the number of courses qualified for reimbursement and the sum obtained shall be paid for each such course up to one-half of the cost for tuition and fees for each particular course. Any remaining tuition reimbursement funds will be divided equally among the number of courses qualified for reimbursement to a maximum of one-half of the cost for the tuition and fees for each particular course.

26.2. (a) The Superintendent may, from time to time, determine, based on applicable law, rule or regulation, that one or more teachers must possess a Sheltered English Immersion Endorsement (“Endorsement,” as defined in 603 CMR 7.14). The Superintendent will determine what and how many teachers in are required to get the Endorsement based on grade level(s), subject(s), building(s) and other qualifications determined by the Superintendent. Unless the Superintendent provides otherwise, the Endorsement shall be required a qualification under M.G.L.c. 71, §38G. The determination of the requirement of the Endorsement by the Superintendent shall be final and not the subject of grievance or appeal.

(b) Teachers affected by Endorsement requirement shall be grouped based on grade level(s), subject(s) and building(s) and the other qualifications determined by the Superintendent (each such group a “Teacher Endorsement Group”).

(c) The appropriate Principal will notify all teachers in each Teacher Endorsement Group of the requirements and number of teachers who must possess the Endorsement. In the event that the number of teachers in the group who are required to possess the Endorsement exceeds number teachers in the group then possessing the Endorsement then:

(i) The Principal will ask for volunteers from among the group. The Principal will select from among such volunteers the teacher(s) who shall get the Endorsement.

(ii) In the event that an insufficient number of teachers volunteer, the Principal shall designate such teacher(s) from the Teacher Endorsement Group as the Principal determines to obtain the Endorsement, bearing in mind the issues affecting a teacher’s ability to obtain the Endorsement within the required timeframe and the availability of other teachers in the Teacher Endorsement Group.

The Principal shall determine the course for obtaining the Endorsement (bearing in mind different courses or methods for obtaining an Endorsement) and coordinate with the selected and designated teacher(s) to schedule the times and courses/methods for obtaining the Endorsement and the date(s) by when each Endorsement must be obtained, bearing in mind any applicable legal requirements associated with an Endorsement.

(d) Each teacher designated to obtain an Endorsement under this §26.2, may appeal the designation to the Superintendent, in writing, within 10 school days of the designation. The written appeal will state the reasons affecting the teacher's ability to obtain the Endorsement as required by the Principal. The Superintendent shall meet with the teacher, who may be represented by the Association, to hear the appeal within 15 school days of receiving the written appeal. In deciding the appeal the Superintendent shall take into consideration: the reasons set forth in the appeal; other information learned in the meeting and through other sources; and, applicable laws, rules and regulations. The Superintendent shall decide within 15 school days of the meeting whether to: (a) uphold the designation; (b) change the date when teacher must obtain the Endorsement; (c) change the course or method by which the course the Endorsement will be obtained; or, (d) instruct the Principal to designate a different teacher to get the Endorsement. Each such subsequently designated teacher shall the same appeal rights set forth herein. The decision of the Superintendent in connection with the appeal shall not be subject to further appeal or grievance. If all teachers in a Teacher Endorsement Group are required to possess the Endorsement, all teachers shall be deemed designated by the Principal for §26.2(d) appeal purposes

(e) The District will reimburse each and every designated and selected teacher who obtains the Endorsement required under this Article 26.2 the cost, if any, of obtaining the Endorsement designated by the Superintendent. Each teacher shall be reimbursed his/her costs of obtaining the Endorsement within thirty (30) days of delivering to his/her Principal proof that he/she has obtained the Endorsement and a paid invoice from the issuing authority.

(f) Whenever there is a vacancy or shortage of teachers in a Teacher Endorsement Group possessing a required Endorsement, the procedures set forth in §§26.2 (c) through (f) will followed fill the vacancy or shortage.

(g) This §26.2 shall terminate on June 30, 2020 and shall not be continued in future contracts.

ARTICLE 27 – DEATH BENEFIT

If a teacher dies while in the employ of the District, the District shall pay to such teacher's spouse, or if there be none, to such teacher's estate, a sum determined by multiplying one-half the accumulated days of sick leave by the teacher's per diem rate, as of the date of such teacher's last payday, less the amount, if any, paid pursuant to Article 14, severance or retirement pay and less the amount of any paid or to be paid pursuant to the provisions of Article 12, longevity of the collective bargaining agreement dated July 1, 2004.

ARTICLE 28 – RIGHTS AND RESPONSIBILITIES

28.1. The Association and each teacher recognize the authority and responsibility of the District to reprimand and discipline a teacher for just cause. No teacher will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher is to be reprimanded or disciplined by a Principal or a member of the administration above the level of Principal, the teacher shall have the right to have a member of the Association present. Any reprimand by a Principal or any member of the administration above the level of Principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article 5 unless the teacher or Association proceeds to challenge the reprimand or discipline in a proceeding provided by statute including but not limited to Massachusetts General Laws, Chapter 71, Section 42, in which event neither the teacher nor the Association shall use grievance or arbitration provided for in Article 5 of this agreement. If a teacher or Association files a grievance under Article 5 which in any way involves a reprimand or discipline and proceeds to arbitration, both the teacher and Association shall be deemed to have waived all rights to challenge the reprimand or discipline directly or indirectly in any court of law, in any administrative proceeding and before an arbitrator appointed under Chapter 71, § 42.

28.2. The non-renewal of a teacher who has not attained professional status shall not be considered as either discipline or reprimand.

28.3. The layoff or dismissal of a teacher without professional status pursuant to M.G.L. c. 71, § 42, who has not been teaching in the District more than 90 school days, shall not be considered as either discipline or reprimand.

28.4. Oral statements concerning conduct, acts or omissions of a teacher shall not be considered a reprimand or discipline unless reduced to writing and placed in a teacher's personnel file.

28.5. The layoff or dismissal of a teacher under Article 24, shall not be considered as either discipline or reprimand.

ARTICLE 29 – CORI

29.1. The following applies to Criminal Offender Record Information (“CORI”) checks pursuant to Chapter 385 of the Acts of 2002, as from time to time amended.

29.1.1. “CORI” checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

29.1.2. A copy of a “CORI” report will be available to the employee upon request.

29.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the “CORI” check.

29.1.4. All “CORI” reports will be maintained in the Superintendent’s office in separate confidential files.

29.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only person authorized to request “CORI” checks.

29.1.6. Failure of a teacher after written request to sign and return to the Superintendent’s office within 21 calendar days such forms as are necessary or advisable to comply with the “CORI” shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

29.2. The Superintendent shall make a suitability determination concerning whether anything contained in the employee’s “CORI” renders the individual unfit for employment. If the employee disputes the Superintendent’s suitability determination, the employee’s sole recourse is to request the Massachusetts Department of Elementary and Secondary Education (“DESE”) make a suitability determination. “DESE’s” suitability determination shall be final as to all parties.

ARTICLE 30 – PROFESSIONAL RESPONSIBILITIES

The purpose of the online grading system is to provide current grade reporting for staff, students and parents. All teachers will enter and record grades into the online grading system at least every two weeks. All teachers are required to enter final grades for a grading period (trimester; quarter; semester; or year end) by the date determined by administration. Teachers will be trained; have access to technical assistance; and will not be held responsible in the event of computer/software issue or problems out of their control (such as issues of computer hacking or sharing of passwords by parents of students.) Exceptions will be made to teachers who do not have the capability to add periodic grades such as early childhood and elementary. Grading and data will be maintained in a different format

ARTICLE 31 – SICK LEAVE BANK

The District and the Teachers establish a Sick Leave Bank (“Sick Bank”) for purposes of assisting teachers who meet the “Sick Bank” criteria.

31.1. “Sick Bank” Committee

31.1.1. The “Sick Bank” shall be managed by the “Sick Bank Committee” (“SB Committee”) which shall consist of:

- (a) Two teachers appointed by the Association’s President (one of whom may be the President.)

(b) The Superintendent or his/her designee and,

(c) One member of the School Committee.

31.1.2. "SB Committee" members are not compensated for their services.

31.1.3. All four members of the "SB Committee" are required to be present for a quorum. "SB Committee meeting shall not be held during the school day, except upon the agreement of all the "SB Committee" members.

31.1.4. The "SB Committee" may make rules and procedures, consistent with this Article 33 and applicable laws, rules and regulations, for administering the "Sick Bank."

31.1.5. A vote of three of the "SB Committee" members is required to take any action. In the event that three of the "SB Committee" members do not vote in favor to grant a request for "Sick Days," the requested will be construed and treated as denied.

31.1.6. The determination of the Sick Leave Bank Committee with respect to any matter, including without limitation satisfaction of the "Sick Bank" criteria, the denial of a request for "Sick Bank Days," or the determination of the number of "Sick Bank Days" to be granted shall be final and binding on all parties and the "SB Committee's" decision shall not be subject to grievance, arbitration or other action.

31.1.7. All information presented to and teacher requests considered by the "SB Committee" shall be kept confidential.

31.1.8. All records of the "SB Committee" including the number of days in the "Sick Bank" ("Sick Bank Days") shall be maintained by the Superintendent pursuant to applicable law and the rules of the "SB Committee."

31.1.9. Any "Sick Bank Days" remaining in the "Sick Bank" at the end of a school year will be rolled over to the next school year.

31.1.10 Prior to the start of each school year, the "SB Committee" shall present an accounting of the "Sick Bank's" operation to the teachers and the School Committee.

31.1.11. Eligibility for the use of the "Sick Bank" shall commence after September 30, 2014 for any teacher not yet on sick leave. To initially fund the "Sick Bank", on or after September 30, 2014, each teacher (except as provided in Section 32.2.5) shall contribute up to two (2) days to the "Sick Bank" from his/her Sick Leave.

31.2 Sick Bank Days

31.2.1 Except as the result of mandatory contribution pursuant to this Article 33, the total number of "Sick Bank Days" in reserve shall not at any time exceed twice the number of teachers.

31.2.2. At any time, except as provided in Section 32.2.1, if the number of “Sick Bank Days” are depleted below one hundred (100) days, the “SB Committee” shall so notify the School Committee and the teachers and each teacher will be asked to voluntarily contribute one (1) additional day to the bank from his/her Sick Leave. The Superintendent shall cause the transfer of one Sick Leave day from each teacher who voluntarily contributes a day to the Sick Bank.

31.2.3. Except for the 2014/2015 school year, if at the commencement of a school year the number of “Sick Bank Days” is below one hundred (100) days, the “SB Committee” shall notify the School Committee and the teachers and each teacher (except as provided in Section 32.2.5) shall be required to contribute one (1) or two (2) days to the Bank from his/her Sick Leave as determined by the “SB Committee.”

31.2.4. When a contribution is required under 32.1.11 or 32.2, the “SB Committee” shall notify each teacher of the requirement and the number of days to be contributed by each teacher. The Superintendent shall cause the transfer of the required number of Sick Leave Days from each teacher to the Sick Bank. The Superintendent shall identify to the “SB Committee” the first year teachers and teacher who did not have the required number of Sick Leave Days to transfer.

31.2.5. Teacher in their first year of employment with the District and teachers who do not have the required number of Sick Leave Days when a contribution to the “Sick Bank” is required, shall make up their required contribution(s) at the beginning of the following school year, if such person is a teacher in that school year.

31.3. “Sick Bank” Procedure:

31.3.1. A teacher (“Petitioning Teacher”) believing he/she can satisfy the “Sick Bank” criteria may request “Sick Bank Days” from the “SB Committee” using such form(s) and procedures as the “SB Committee” shall designate.

31.3.2. Promptly upon receiving from the “Petitioning Teacher” all information requested, the “SB Committee” shall determine if the “Petitioning Teacher” has satisfied the “Sick Bank” criteria.

31.3.3. If the “SB Committee” determines the “Petitioning Teacher” has not satisfied the “Sick Bank” criteria, the request for “Sick Bank Days” must be denied.

31.3.4. If the “SB Committee” determines the “Petitioning Teacher” has satisfied the “Sick Bank” criteria, the “SB Committee” may grant some, all or none of the “Sick Bank Days” requested.

31.3.5. The “SB Committee” may not grant the transfer of “Sick Bank Days”:

- (a) Less than 15 or more than 30 workdays per request;

- (b) More than 90 workdays per documented illness;
- (c) More “Sick Bank Days” than the number of workdays allowed as the teacher’s temporary leave of absence pursuant to Article 12;
- (d) More than 30 “Sick Bank Days” retroactively, unless the “SB Committee” determines additional retroactive days are warranted due to matters beyond the “Petitioning Teacher’s” control;
- (e) More than the number of “sick Bank Days,” which when combined with the teachers used Sick Leave, would qualify a teacher for disability benefits under the teacher’s disability policy, if any; or
- (f) Beyond the then current school year.

31.3.6. The Superintendent shall cause the number of “Sick Bank Days” granted to the “Petitioning Teacher,” if any, to be transferred from “Sick Bank” and to the “Petitioning Teacher’s” Sick Leave. Thereafter, the transferred “Sick Bank Days” shall be construed as Sick Leave of the “Petitioning Teacher” for all purposes. Once teacher returns, if she/he has days left as gifted by the “Sick Bank,” those days will be transferred back to “Sick Bank.”

31.4. The following criteria (collectively “Sick Bank Criteria”) shall be used by the “SB Committee” in determining the eligibility of a teacher to draw from the “Sick Bank” and in administering the “Sick Bank” and determining the amount of leave:

- (a) A teacher must be granted temporary leave of absence pursuant to Article 12;
- (b) A teacher must have used up all of his/her accumulated leave; (Sick Leave, Personal Days and any other paid leaves.)
- (c) A teacher must submit medical evidence, in such form as the “SB Committee” shall determine, certified by a medical doctor to the “SB Committee” of the teacher’s inability to perform his/her duties due to an incapacitating injury or a prolonged or catastrophic illness. This written certification must include, among other things, the specific nature of the illness and the expected date of the teacher’s ability to return to work;
- (d) A teacher’s prior request for and use of Sick Leave days drawn from the “Sick Bank”; and,
- (e) Such other matters or information as the “SB Committee” deems relevant.

ARTICLE 32 -- ON-LINE LEARNING AND CREDIT RECOVERY

32.1. The Committee and the Association recognize that on-line/remote learning educational programs (collectively “On-Line Courses”), whereby students enroll in on-line or remote learning courses approved and arranged by the District, will be advantageous to meeting the needs of students in the District.

32.2. On-Line Courses.

33.2.2 The Middle and High Schools may offer On-Line Courses for courses and subjects, or at levels not then offered by the District. Prior to offering any On-line Course the Principal of the High School shall notify the Association of the proposed On-Line Course, including course curriculum, the duration and, if known, the dates and times of the course, the number of students expected to enroll in the course and other information the Principal feels relevant (“On-line Course Notice”). In the event that the Association believes that a teacher is licensed and qualified to teach the course, willing to teach the class in addition to his/her existing class load and is currently teaching five or fewer classes, it shall notify the Principal of the teacher and his/her qualifications to teach the course. If the Association does not notify the Principal of a qualified teacher within ten (10) days of receiving the On-line Course Notice, the Principal may proceed with the On-Line Course and the decision is not subject to grievance or arbitration. If the Association proposes a teacher and the Principal agrees, the teacher shall be assigned to teach a class substantially similar to the On-Line Course as his/her fifth or sixth class and such class shall not be construed as an On-Line Course. If the Principal disagrees, and decides to offer the On-Line Course, he/she shall so notify the Association which may grieve the offering of the On-Line Course pursuant to Article V. The Principal may decide not to offer the On-Line Course at any time and such decision shall not be the subject of a grievance.

32.2.3 The Principal will ensure that each On-Line Course is appropriately certified (where such certification is necessary), that student(s) meet the relevant criteria for taking on-line credit course, that all financial arrangements are taken care of, that appropriate technical resources are available, that students are appropriately registered in on-line courses, and that any issues arising from these courses are handled in an appropriate manner.

32.2.4 As needed from time to time, the Principal shall appoint one or more On-line Course Coordinators all of whom shall be teachers, except as provided herein. An On-line Course Coordinator appointment shall not exceed one school year. The On-Line Course Coordinator shall proctor each On-Line Course assigned to the coordinator by the Principal and an On-line Course Coordinator may proctor more than one On-line Course, provided the number students, cumulatively, proctored shall not exceed 25 students. The Principal may appoint any teacher who is not teaching five classes each day to be an On-Line Course Coordinator, provided however, if an On-Line Course assigned to the teacher begins or ends outside of the school year, the teacher may reject the assignment of the On-Line Course (without prejudice), in which case the Principal shall notify the Association that an On-Line Course Coordinator position is available as provided in Section 33.2.5.

32.2.5 In the event all teachers at the Middle and High School are teaching five classes or periods per day, the Principal shall notify the Association that an On-Line Course Coordinator position is available, the On-line Courses, if then known, to be proctored and post said notice in the District seeking applicants from among all the teachers in the District. The Principal shall fill the On-line Course Coordinator position from among the applicants, giving preference to those teacher applicants at Hoosac Valley, provided further no teacher applicant whose most recent formative or summative evaluation was Unsatisfactory or Needs Improvement may apply or be eligible to be an On-line Course Coordinator. Each On-Line coordinator shall be paid twenty five (25) dollars per student for up to twenty five (25) students. The On-Line Course Coordinator shall proctor each on line course assigned to the coordinator, regardless of when the class begins or ends. In the event no teacher applies for an available position, the Principal may appoint any other employee of the District as an On-line Course Coordinator provided the individual possesses an administrator's license, or an active or inactive educator's license, on such terms and condition as the Principal shall determine.

32.3. Credit Recovery and Remediation Program

32.3.1 The parties agree that a Credit Recovery and a Remediation Program currently exist. Credit Recovery provides students with the opportunity to obtain credits via on-line classes offered or made available by the District for which: (1) the student's final average was below passing; (2) the student was unable take or complete during the academic year for reasons beyond the student's reasonable control; or (3) which the student will be unable to take and complete during the academic year for reasons beyond the student's reasonable control. Remediation Program gives students an opportunity to raise their failing quarter grade to passing and may be offered on-line. The District may offer Credit Recovery and Remediation Program on-line and without additional compensation to any teacher who may proctor any such class. In lieu of a teacher, the District may utilize Administrators to proctor Credit Recovery and Remediation Program. The District will establish Credit Recovery and Remediation Program guidelines and criteria after consultation with the Association. Credit Recovery and Remediation Program are not "On-Line Courses" as used in this Article 33.

32.4. General Provisions applicable to this Article only:

32.4.1 The term "Proctor" means to take attendance (if and as necessary), update student information, ensure grades are obtained and entered in a timely manner for progress reports and report cards, supervise classroom behavior (if and as necessary), contact technology department for resolution of technical issues, and provide student orientation for on-line courses. Proctoring is not teaching.

32.4.2 On-Line Course Coordinators will be provided with all of the necessary training to proctoring.

32.4.3 Twenty five (25) students, cumulatively, in the On-line Course(s) proctored by an On-Line Course Coordinator shall equal one class or period for purposes of §6.3 and §6.15.

32.4.4 There will be no reduction in force of unit members due to the offering of On-Line Courses, Credit Recovery or Remediation Program.

32.4.5 No On-line Course Coordinator is responsible for any student's performance in any On-Line Course or the content of any On-Line Course.

ARTICLE 33 – SERVICE FEE

33.1. Effective thirty (30) days after the first day of the 2017-2018 school year and thereafter during the term of this Agreement, employees covered by this Agreement shall, in accordance with M.G.L. 150E, Section 12, have the following options: (a) membership in the Association and payment of annual Association dues by authorized dues deduction or (b) payment of a service fee ("Service Fee") to the Association by authorized dues deduction. In lieu of membership or payment of the Service Fee, an employee may make a cash contribution Adams Cheshire Teachers Association Scholarship Fund. The receiving organization must be approved by the Association and any such donation must be in an amount not less than the Service Fee.

33.2. The Association will be solely responsible for enforcing the provisions of this Article. The District will not be responsible for enforcing any provision of this Article. Any employee who fails to pay the Service Fee or Organization Donation shall be subject to legal action by the Association to the extent permitted by applicable law. Any cost of enforcing this Article against an employee will be added to the employee's total Service Fee due to the extent permitted by applicable law. Neither the District nor any member of the Administration will be required to take any action to compel an employee to pay to make a payment provided for in this Article, nor shall any employee be disciplined or discharged as a result of his/her failure to make any payment provided for in this Article.

33.3. The Association will indemnify, defend and hold harmless the School Committee or its members or the District or its agents, employees, administrators, (each an "Indemnified Party") against any and all claims, actions, losses, costs, damages or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution of common law, made or instituted against an Indemnified Party resulting from this Article. Specifically, the Association will have no right of action, by way of contribution, counterclaim or other basis against an Indemnified Party. Should any administrative agency or court of competent jurisdiction find an Indemnified Party liable for any damages as a result of this Article, the Association will pay any and all of those damages, including interest and charges.

33.4. If any court of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article will be null and void.

33.5. The Service Fee shall be calculated in accordance with the provisions of M.G.L. Chapter 150E, Section 12, and applicable state and federal constitutional law shall not to exceed the periodic dues required to be paid by employees to remain members in good standing with the Association. Payment of the Service Fee will not entitle the employee to be a member in good standing with the Association. The Association will certify from time to time, but not than thirty days prior to the implementation of or change to any Service Fee: (1) the amount the Service Fee; and, (2) the identity of each individual who is liable to pay the Service Fee.

33.6. Thirty days prior to the start of each School Year during the term of this Agreement, or within thirty days of commencement of employment, whichever is later, the Association shall:
a. certify to each teacher of the amount of the Service Fee; and,
b. provide to each teacher who is not a member of the Association written notice of the Service Fee rebate rights and procedures for demanding and obtaining same under M.G.L. Chapter 150E, Section 12.

33.7 The District agrees that upon the receipt of written authorization in the form attached hereto, the District will deduct Agency Fees/Organization Donation, monthly in the amount specified in such authorization, and transmit same to the Union. In the case of an organization Donation, the Union will transmit the donation to the identified organization.

Such authorization shall not be revocable for a period of 60 days or until the termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until 10 days after written notice thereof has been given to the District.

CHECK-OFF AUTHORIZATION

The undersigned hereby authorizes and requests the Adams-Cheshire Regional School District to deduct from his wages the sum of \$ _____, representing his Agency Fee/Organization payment, and to pay over said sums so deducted monthly to _____.

_____ Agency Fee

_____ Adams Cheshire Teachers Association Scholarship fund:

The Agency Fee/Organization payment shall be deducted in 26 equal payments,

It is understood that this check-off authorization may not be revoked by the undersigned sooner than 60 days from the date hereof or the termination date of the contract or any renewals thereof between the Union and the District, whichever occurs sooner, and that revocation may be effected only upon ten days' written notice from the undersigned to the Superintendent of Schools and the Union.

Date _____

ARTICLE 34 – DURATION AND RENEGOTIATION

This agreement shall be effective as of July 1, 2017, and remain in full force and effect through June 30, 2020. Both parties agree that on or about December 1, 2019, they will use their best efforts to negotiate an agreement to become effective on the expiration of the agreement. The parties agree that terms and conditions of this agreement shall remain in force and effect past June 30, 2020 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF, we have affixed our hands as of this _____ day of
_____, 2017.

ADAMS-CESHIRE REGIONAL SCHOOL DISTRICT

BY: _____
Paul Butler, Its Chairman Date

ADAMS-CESHIRE TEACHERS ASSOCIATION

BY: _____
Cheryl Ryan, Its President Date

EXHIBIT A

EXHIBIT A

FY18 STEP AND SCALE - YEAR 1									
	BACH	B+18	B+36	M	M+12	M+24	M+36	M+48	M+60
1	\$39,608	\$39,985	\$40,073	\$40,162	\$41,506	\$42,852	\$43,774	\$45,120	
2	\$39,985	\$40,362	\$41,083	\$41,804	\$43,148	\$44,495	\$45,417	\$46,760	
3	\$40,362	\$40,740	\$42,088	\$43,267	\$44,658	\$46,052	\$47,007	\$48,397	
4	\$40,740	\$41,123	\$43,140	\$44,781	\$46,221	\$47,664	\$48,652	\$50,091	
5	\$41,557	\$42,310	\$44,650	\$46,349	\$47,839	\$49,332	\$50,355	\$52,507	
6	\$42,489	\$43,751	\$46,356	\$48,306	\$49,991	\$51,675	\$53,732	\$55,933	
7	\$43,320	\$45,836	\$48,564	\$50,602	\$51,741	\$53,484	\$55,613	\$57,611	
8	\$44,640	\$47,440	\$50,264	\$52,373	\$53,552	\$55,356	\$57,560	\$59,340	
9	\$45,655	\$48,863	\$51,772	\$53,945	\$55,158	\$57,016	\$59,286	\$61,120	
10	\$47,679	\$50,329	\$53,325	\$55,563	\$56,813	\$58,727	\$61,065	\$62,953	
11	\$49,109	\$51,839	\$54,925	\$57,230	\$58,518	\$60,489	\$62,897	\$64,842	
12	\$50,583	\$53,394	\$56,573	\$58,947	\$60,273	\$62,303	\$64,784	\$66,787	
13			\$58,270	\$60,715	\$62,081	\$64,172	\$66,727	\$68,791	
14				\$62,403	\$63,924	\$66,191	\$68,863	\$71,041	
15				\$64,679	\$66,351	\$68,706	\$71,479	\$73,528	\$74,065
16				\$65,973	\$67,679	\$70,081	\$71,935	\$74,998	\$75,545
17				\$67,292	\$69,119	\$71,483	\$72,268	\$75,313	\$76,560
18				\$68,302	\$70,156	\$72,555	\$73,352	\$76,443	\$77,709
19				\$69,326	\$71,209	\$73,643	\$74,452	\$77,589	\$78,874

FY19 STEP AND SCALE YEAR 2									
	BACH	B+18	B+36	M	M+12	M+24	M+36	M+48	M+60
1	\$40,004	\$40,385	\$40,474	\$40,563	\$41,921	\$43,281	\$44,212	\$45,571	
2	\$40,385	\$40,766	\$41,494	\$42,222	\$43,579	\$44,940	\$45,871	\$47,228	
3	\$40,766	\$41,147	\$42,509	\$43,700	\$45,104	\$46,512	\$47,477	\$48,881	
4	\$41,147	\$41,534	\$43,572	\$45,229	\$46,683	\$48,140	\$49,139	\$50,591	
5	\$41,972	\$42,734	\$45,097	\$46,812	\$48,317	\$49,825	\$50,858	\$53,032	
6	\$42,914	\$44,188	\$46,820	\$48,789	\$50,491	\$52,192	\$54,270	\$56,493	
7	\$43,753	\$46,294	\$49,050	\$51,108	\$52,258	\$54,019	\$56,169	\$58,187	
8	\$45,086	\$47,915	\$50,767	\$52,897	\$54,087	\$55,909	\$58,135	\$59,933	
9	\$46,111	\$49,352	\$52,290	\$54,484	\$55,710	\$57,587	\$59,879	\$61,731	
10	\$48,155	\$50,833	\$53,859	\$56,119	\$57,381	\$59,314	\$61,676	\$63,583	
11	\$49,600	\$52,358	\$55,474	\$57,802	\$59,103	\$61,094	\$63,526	\$65,490	
12	\$51,088	\$53,928	\$57,139	\$59,536	\$60,876	\$62,926	\$65,432	\$67,455	
13	\$0	\$0	\$58,853	\$61,322	\$62,702	\$64,814	\$67,395	\$69,479	
14	\$0	\$0	\$0	\$63,027	\$64,563	\$66,853	\$69,551	\$71,752	
15	\$0	\$0	\$0	\$65,326	\$67,014	\$69,393	\$72,194	\$74,263	\$74,805
16	\$0	\$0	\$0	\$66,633	\$68,355	\$70,782	\$72,654	\$75,748	\$76,301
17	\$0	\$0	\$0	\$67,965	\$69,811	\$72,197	\$72,991	\$76,066	\$77,326
18	\$0	\$0	\$0	\$68,985	\$70,858	\$73,280	\$74,086	\$77,207	\$78,486
19	\$0	\$0	\$0	\$70,332	\$72,241	\$74,711	\$75,532	\$78,714	\$80,018

FY20 STEP AND SCALE YEAR WILL BE REOPENED

LONGEVITY - M+60 AFTER 21 YEARS OF SERVICE TO ACRSD

22-25 YEARS - \$500
 26-30 YEARS - \$750
 31+ YEARS - \$1,000

STEP 18 REQUIRES 18-20 YEARS OF SERVICE IN THE ACRSD

STEP 19 REQUIRES 21+ YEARS OF SERVICE IN THE ACRSD

EXHIBIT B

STIPENDED POSITIONS	1-8 YRS	9+ YRS
Baseball Head Coach	4,000	4,500
Baseball JV Coach	2,000	
Basketball Head Coach - Boys	4,000	4500
Basketball Head Coach - Girls	4,000	4,500
Basketball JV Boys	2,000	
Basketball JV Girls	2,000	
Cheerleading Coach	4,000	4,500
Cross Country Head Coach	4,000	4,500
Football Head Coach	4,000	4,500
Football JV Coach	2,000	
Football Assistants (1)	1,500	
Football Assistants (2)	1,500	
Golf Head Coach	4,000	4,500
Soccer Head Coach - Boys	4,000	4,500
Soccer Head Coach - Girls	4,000	4,500
Soccer JV Boys	2,000	
Soccer JV Girls	2,000	
Softball Head Coach	4,000	4,500
Softball JV Coach	2,000	
Track Head Coach	4,000	4,500
Track Assistants (1)	1,500	
Track Assistant (2)	1,500	
Track Assistant (3)	1,500	
X Country Skiing	4,000	4,500
Band Leader	4,000	4,500
Senior Class Advisor	1,500	
Junior Class Advisor	1,500	
Sophomore Class Advisor	1,000	
Freshman Class Advisor	1,000	
8th Grade Advisor	500	
HS Quiz Team Advisor	500	
National Honor Society Advisor	2,000	
Tutoring Center-HS	2,000	

Student Council Advisor	2,000	
Theater Advisor	2,500	
Strength & Conditioning	4,000	
Athletic Director	10,000	
MS-HS ALS Club Advisor	500	
MS-HS Gardening Club Advisor	500	
Leo Club Advisor	3,000	
MS Forensic Club Advisor	500	
World Of Difference Advisor	500	
MS-HS Robotics	500	
MS Theater 6-7	1000	
MS Drama 4-5	500	
MS 4-5 Advisor	500	
MS 6 Advisor	500	
MS 7 Advisor	500	

EXHIBIT C

<u>School</u>	<u>Anticipated Starting Time for Commencement of Classes</u>	<u>Anticipated Ending Times for Classes</u>	<u>Length of a Regular</u>
<u>Workday</u>			
Hoosac Valley High School	7:30 a.m.	2:00 p.m.	7 hours
Hoosac Valley Middle School	8:15 a.m.	2:45 p.m.	7 hours
PreK-3 Elementary	8:45 a.m.	3:15 p.m.	7 hours

EXHIBIT D

Adams-Cheshire Reg. School District | 2017-2018 CALENDAR

<p style="text-align: center; background-color: #333; color: white; padding: 2px;">AUGUST 2017</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #333; color: white;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td style="background-color: #f08080;"></td><td style="background-color: #f08080;"></td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27			30	31			<p>28 Teacher workshop day 29 Staff meetings 30 School Starts</p> <p style="text-align: center;">(2 DIS/ 2 CDIS)</p>	<p style="text-align: center; background-color: #333; color: white; padding: 2px;">FEBRUARY 2018</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #333; color: white;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td style="background-color: #ffff00;">19</td><td style="background-color: #ffff00;">20</td><td style="background-color: #ffff00;">21</td><td style="background-color: #ffff00;">22</td><td style="background-color: #ffff00;">23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28				<p>19 Presidents' Day 19-23 - Vacation Week</p> <p style="text-align: center;">(15 DIS/ 113 CDIS)</p>							
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Adams-Cheshire Reg. School District | 2018-2019 CALENDAR



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