

**AGREEMENT BETWEEN THE  
GROTON-DUNSTABLE EDUCATORS' ASSOCIATION  
AND THE  
GROTON-DUNSTABLE REGIONAL SCHOOL COMMITTEE  
UNIT A**

**September 1, 2020 - August 31, 2021**



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## ARTICLE I - RECOGNITION

**Section 1.** Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, and in recognition of the fact that a majority of the employees in the unit described below, have designated the Groton-Dunstable Educators' Association as their bargaining representative on all matters cognizable as mandatory subjects for discussion under the provisions of G.L. c. 150E and any subsequent amendments thereto, the Committee recognizes the Association as the exclusive bargaining representative of employees in the following unit:

All certified teachers, guidance counselors, school psychologists, computer instructors, salaried occupational therapists, adjustment counselors, English language learner (ELL) instructors, and school nurses, but excluding:

1. Superintendent of Schools
2. Principals and Assistant Principals
3. Director of Pupil Personnel Services
4. Substitute Teachers
5. All managerial employees of the Groton-Dunstable Regional School District
6. All other employees of the Groton-Dunstable Regional School District

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to, as the "teachers" and reference to male teachers will include female teachers.

**Section 2.** The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

**Section 3.** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**Section 4.** There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Association or their respective agents against any teacher because of membership or non-membership in the Association, or participation in its activities. The services of the Groton-Dunstable Educators' Association in the capacity of bargaining agent will be available to all professional employees in the unit covered by this agreement who are eligible for membership. Although membership in the Association is encouraged, no professional employee shall be required to join the Groton-Dunstable Educators' Association.

**Section 5.** The Committee shall maintain the schools in accord with reasonable health and safety standards and shall provide a workplace with adequate heat, ventilation, and lighting. The Association and its members recognize their respective responsibilities to cooperate in the maintenance of a safe and healthful work environment. Situations incompatible with the above, which are brought to the attention of the Principal, shall be investigated, and, if found to be valid, reasonable steps shall be taken to remedy the situation. Alleged violations of this provision shall be subject to the grievance procedure, but not to arbitration.

**Section 6.** For the term hereof, this Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that during such period the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modification or addition to this Agreement which are to be effective during the term thereof.

No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

**Section 7.** It is understood that the inclusion of the nurses in Unit A is in no way an indication that nurses have or do not have “professional teacher status” as provided for in M.G.L. c. 71, s. 41 and 42. The parties acknowledge that whether or not nurses are entitled to “professional teacher status” is a matter of state law and not within the scope of the collective bargaining agreement with Unit A. Provisions in this agreement based on specific statutes (or statutory language such as “teachers with professional teacher status”) apply to nurses only as required by the statutes themselves.

In addition, the Staff Supervision and Evaluation Policy in Article XII (Evaluation) shall not apply to nurses. Nurses will be evaluated using procedures outlined in Appendix II.

## **ARTICLE II - RIGHTS OF THE ASSOCIATION - DUES DEDUCTION**

**Section 1.** The Committee agrees that in accordance with the provision of Chapter 180, Section 17, it will deduct membership dues from the wages of any person in the unit who has by September 25 voluntarily submitted a written authorization.

Dues shall be deducted in eighteen equal installments during the months of October through June and will be forwarded after each deduction to the Association.

The amount so deducted will be remitted in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Committee may immediately cease making such deduction on behalf of a teacher upon timely receipt by the Superintendent of Schools of a written notice of revocation of authorization from the teacher. The treasurer of the Association will be given notice of any revocation of dues and provided a copy.

The Committee will incur no liability for loss of dues monies after depositing the same properly addressed to the Association by registered United States mail.

Each of the Associations named in the "Dues Deduction Card" will certify to the Committee in writing its rate of membership dues for the year prior to September 15.

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

**Section 2.** Any discussions among teachers concerning Association matters on School Committee property must take place while all of the teachers involved in such discussions are on break, or other free non-teaching time, and not in the presence of students.

**Section 3.** The Association will have a right to use school buildings without cost at reasonable times for holding meetings or conducting elections. The Principal of the building in question will be notified in advance of the time and place of all such meetings. The normal procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

**Section 4.** Association notices may only be posted by the Association President or his appointee on school bulletin boards located in the faculty lounge (teachers' room) in the building or distributed through the teachers' mailboxes.

**Section 5.** Representatives or agents of the Groton-Dunstable Educators' Association who are not teachers in the unit described in Article 1, may enter upon School Committee property only with advance notification to the Superintendent of Schools and the Principal concerned.

**Section 6.** No teacher will be prevented from wearing pins or any other identification of membership in the Association.

**Section 7.** All notices posted on bulletin boards shall include suitable identification of its source.

**Section 8.** A monthly meeting shall be held between the Superintendent and the President of the Association.

**Section 9.** The President of the Association shall be released from all non-teaching duties.

### **ARTICLE III - ARTICLE LEFT INTENTIONALLY BLANK**

### **ARTICLE IV - PROFESSIONAL CONSULTATIONS**

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the Groton-Dunstable Regional School District; and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that not more frequently than once every two months for a duration of no longer than three hours, it or its designated representative will, upon request of the Association, meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association. The Association and the Committee agree that at least two weeks before the date scheduled for said consultation either the Association or the Committee will submit to the other party a written agenda of subjects about which it desires to consult, and the other party will have the opportunity to include on said agenda matters of concern or interest to it. Typical, although by no means exclusive of the items which are expected to be discussed in such period, are subjects of curriculum and textbooks and pupil-teacher ratio. The parties may by mutual agreement meet more often than the prescribed number of times set forth above.

It is further agreed that the provisions of this Section will in no way be construed as broadening the scope of other Sections of this Agreement or as a whole, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of discussion at any time other than at the consultations described in this Section that would not be a mandatory subject of discussion in absence of the provisions of this Section.

The Committee and/or the Association will respond in writing thirty (30) days after a consultation when an answer is either appropriate or required to resolve questions raised during the consultation. Any Agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.



## ARTICLE V - RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of Groton and Dunstable charged with the responsibility for the quality of education and the efficient and economical operation of the Groton-Dunstable Regional School System it is acknowledged that the Committee has the final responsibility for establishing education policies of the Groton-Dunstable Regional School District.

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

As to every matter not covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law and may exercise the same at its discretion without such exercise being made the subject of grievance, arbitration proceeding, or unfair labor practice charge.

## ARTICLE VI - GRIEVANCES

**Section 1.** For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee in the unit covered by this agreement that (1) he has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he has been subjected to unfair or discriminatory act contrary to established policy and practice.

An "aggrieved person" is the person or persons making the claim.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**Section 2.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Whenever a grievance is concerned directly with the School Committee or the Superintendent, the aggrieved person may initiate said grievance at Level 2. The grievance shall be returned to Level 1 if so decided at Level 2 or Level 3.

**Section 3.** All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**Section 4.** Each employee shall have the right to bring matters of personal concern or grievances as herein defined later to the attention of appropriate officials.

Nothing contained in this Agreement shall be construed to prevent any teacher or group of teachers not acting on behalf of any employee organization or representing anyone but themselves from at any time discussing any problems with any of their supervisors, the School Committee, or other representatives of the School Committee without the previous consent of the Association, nor shall any action taken by said supervisors, School Committee or its representative as a result of such discussion be the subject of a grievance or otherwise legally contested by said Association unless such action is in specific and direct contravention of a specific provision of this Agreement. The Association will be notified and have the right to attend any such session above the level of Principal.

Any teacher covered by this contract may present individually his grievance without representation by the Association; provided, however, that with respect to any grievance above Level 1, the Association shall be given timely notice of the grievance's presentation at such steps and shall have opportunity to be heard on the grievance before its disposition if the Association shall, within the five (5) days following receipt of such notice, advise the Superintendent of its desire to be so heard.

**Section 5.** Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing except that he may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, except at Level 1.

**Section 6.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this agreement shall be submitted to the Committee under the provision of this Article.

**Section 7.** If, at the end of the fifteen (15) school days next following the occurrence of any grievance, (or when the teacher should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Level 1, set forth

below, the grievance shall be deemed to have been waived; and any such grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified thereof in this Article.

**Section 8.** Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Level 1. A teacher with a grievance shall first discuss it with his principal or immediate supervisor with the object of resolving the matter informally.

Level 2. If the teacher is not satisfied with the disposition of his grievance at Level 1 or if no decision has been rendered within five (5) school days after presentation of the grievance, he may submit the grievance in writing simultaneously with the Superintendent of Schools and with the President of the Association within ten (10) days after the decision at Level 1 or ten (10) school days after the grievance was initially presented, whichever is sooner. Within ten (10) school days after receipt of the written grievance by the Superintendent, he and/or his designee will meet with the teacher, and if the teacher so elects, authorized representation of the Association in an effort to resolve the grievance.

Level 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or if no decision has been rendered within ten (10) school days after he has met with the Superintendent, he may, within ten (10) school days after a decision at Level 2 or ten (10) school days after the meeting at Level 2, whichever is sooner, request in writing a meeting with the School Committee.

The School Committee and/or its designated representatives, shall meet with the teacher and, if the teacher so elects, counsel and/or authorized representation of the Association, to discuss the grievance at the beginning of the next regularly scheduled meeting of the Committee. The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting.

The above language is conditional upon a continuation of the practice of bi-weekly meetings of the Committee, and the agreement that a grievance hearing may by mutual agreement be deferred to a later School Committee meeting.

If any person or persons, not members of the Association, are to represent the teacher at this meeting, the School Committee will be

informed in writing prior to three (3) days before the meeting, of the names and titles of such person or persons. If the aggrieved person is not satisfied with the disposition of his grievance at Level 3, or if no decision has been rendered within ten (10) school days after he has met with the School Committee, he may, within ten (10) school days after a decision at Level 3 or ten (10) school days after the meeting at Level 3, whichever is sooner, request in writing that the President of the Association submit his grievance to arbitration. If the Association determines that such action is warranted, it may, by written notice to the Superintendent within ten (10) days after receipt of the request from the aggrieved teacher, submit the grievance to arbitration. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VII (Arbitration).

Issues involving hiring, assignments, promotions and disciplinary matters will bypass the School Committee level and go to arbitration. If the Association intends to submit any grievance which has been bypassed it shall file a demand for arbitration within ten (10) school days after a decision of the Superintendent of Schools.

**Section 9.** A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

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

At all levels the written response will state whether or not the party responding to the grievance concurs that a grievance exists, and include the reasons. It is expected that copies of all written correspondence will be forwarded by the grieving party with appeals to each level.

**Section 10.** The School Committee will, upon request, provide the Association with any documents in its possession which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. Approved minutes and agendas of the meetings will be forwarded to the Association.

**Section 11.** If the replies at any level of the grievance procedure constitute a satisfactory settlement of the grievance as far as the Association is concerned and/or if the replies at any given level convince the Association that a grievance does not exist, the Association may withdraw its support of any further action on the grievance, financial or otherwise, with regard to said grievance. The aggrieved party will provide

the Association with copies of all correspondence concerning the grievance, at all levels, that the Association may be able to make an accurate judgment with regard to the Association's support of said grievance.

## **ARTICLE VII - ARBITRATION**

**Section 1.** In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedures:

Either party may, within twelve (12) school days following a decision by the School Committee at Level 3, file a demand for arbitration with the American Arbitration Association to provide a list of arbitrators from whom the parties will select an arbitrator under the provisions of the Voluntary Labor Arbitration rules. The party filing a demand for arbitration shall copy the other party in writing at the time that it files its demand with the American Arbitration Association.

**Section 2.** Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case.

The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

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

**Section 3.** The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of submission to him of the final statement and Briefs. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning, and conclusions. The arbitrator shall be without power or authority to make an award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract or with the Rules and Regulations of the Groton-Dunstable Regional School Committee. The award of the arbitrator shall be submitted to the School Committee and the Association and, subject to law, shall be final and binding upon the School Committee, the Association and the aggrieved teacher.

**Section 4.** The Arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or thereafter established by the American Arbitration Association. He shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from or modify, any of the terms of this Agreement, and in reaching his decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the

principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

**Section 5.** Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## ARTICLE VIII - CONTINUITY OF EMPLOYMENT

**Section 1.** During the term of this Agreement or any extension or renewal hereof, the Association or its agents, shall not cause, sponsor, or assist and no professional employee covered by this Agreement shall cause or participate in any strike, work stoppage, and consorted absence or other illegal activities directed against the Groton-Dunstable Regional School District. If the Association disclaims such activities publicly and in writing to the School Committee and advises the individuals concerned that the activity is illegal and in violation of the contract, and instructs them to cease such activity, it may not be liable in any way thereof.

Employees who participate in any such activity may be disciplined or discharged as the Superintendent in its judgment deems proper without recourse to arbitration. Said discipline or discharge shall be in accordance with the statutory provisions of Chapter 71, Section 42 and 42D of the General Laws of the Commonwealth of Massachusetts. However, an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

In connection with any negotiations held pursuant to the reopener set forth in Article XXXII (Duration) or any negotiations for a successor agreement, said negotiations shall be conducted without threats of sanctions, threats of strikes, or any other public pressure by either party until mediation, fact finding and any other statutory impasse procedures have been exhausted.

**Section 2.** If a reduction in a department and/or classification results in the layoff of a teacher with professional teacher status or of a nurse who has met the requirements of Section 11, the Superintendent shall determine which teacher with professional teacher status in the department and/or classification shall be reduced or laid off by consideration of the following factors:

- (a) seniority;
- (b) professional performance based upon written evaluations;
- (c) current educational needs of the system based upon a teacher's ability to teach a course or courses or provide a specialized service of a professional nature.

The sequence in which the above factors are listed is not an indication of priority, and the Superintendent's determination as to those teachers to be laid off shall be upheld as long as all the above factors are applied to each teacher in the department or classification where layoff is being considered.

**Section 3.** Seniority is the length of continuous employment as a professional employee in the Groton-Dunstable Regional School District measured from the first day for which compensation was received as a professional employee, including the time spent on paid leaves of absence authorized under this Agreement by the School Committee. Teachers who have transferred to other departments and/or classifications shall maintain their seniority. Unpaid leaves of absence shall not count in the computation of seniority but will not constitute a break in continuous employment.

**Section 4.** The classifications referred to in this Article are set forth below. Each such department and/or classification shall constitute a separate unit for purposes of layoff and recall:

1. Elementary Pre-K through 4 and teachers in grades 5-8 teaching with an elementary certificate

2. Secondary (5-12)

- (a) English
- (b) Social Studies
- (c) Mathematics
- (d) Science
- (e) Foreign Language
- (f) Instructional Technology Specialist

3. Special Subjects

- (a) Reading
- (b) Art
- (c) Music
- (d) Library Media Specialist
- (e) Physical Education
- (f) Special Education
- (g) Guidance
- (h) Nurses
- (i) Technology Education
- (j) Business

**Section 5.** Teachers with professional teacher status and nurses who meet the requirements of Section 11 who have been laid off shall be entitled to recall to their former department and/or classification for a period of two full years from the effective date of their layoff. During the recall period, such teachers who have been laid off shall

be notified of any openings in the former department and/or classification and offered employment on a last-out first-in basis. During the two-year recall period, teachers who have been laid off shall be given preference on the substitute list.

**Section 6.** Recall notices will be sent to laid off teachers with professional teacher status by registered return receipt mail to their last address of record, with copies being sent to the Association. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept that position. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list.

**Section 7.** In recognition of the fact that a layoff is treated as a leave of absence in this Article, a teacher who accepts such a leave shall waive in writing any rights he or she may have pursuant to Chapter 71, Section 42. A teacher may elect to have his layoff treated as a dismissal, in which case such teacher shall be afforded his full statutory rights.

**Section 8.** To the extent permitted by the General Laws, Chapter 32B, and the rules and regulations of the district, teachers shall be allowed to maintain insurance coverage by paying the full premium to the district during the recall period.

**Section 9.** A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated list shall be supplied by the Committee annually, no later than November 30<sup>th</sup>, thereafter. Any list submitted by the Committee will become final at the end of thirty (30) days following submission to the Association, and will not thereafter be subject to grievance or arbitration. Ties in seniority shall be broken by means of a lottery.

**Section 10.** Teachers who will be affected by a reduction in force shall be notified at least thirty (30) days in advance of the effective date of their reduction.

**Section 11.** The provisions of this Article shall not apply to teachers without professional teacher status, provided that these provisions shall apply to nurses who have served as a nurse in the district for the three previous consecutive school years. It is understood that nurses are subject to an initial ninety (90) day probationary period and are thereafter subject to annual appointment until such time as the nurse has served three previous consecutive school years in the district.

## ARTICLE IX - TEACHING ASSIGNMENTS AND TRANSFERS

**Section 1.** Teachers will be notified in writing of any changes of programs from the prior school year, including the schools to which they will be assigned, the grades that they will teach, any departmental transfers, and any special or unusual classes that they



will have, not later than June 1. It is recognized that unusual circumstances may dictate the need for involuntary transfers after that date.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desires with the Superintendent, normally not later than June 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which he wishes to be transferred. Not any later than July 1, the Superintendent shall notify in writing said teachers of the disposition of their request.

The President of the Association will be notified by email of positions that become vacant after the close of school in June. A teacher whose transfer request has not been honored will have the opportunity to meet with the Superintendent, if requested, in order to be informed of the reason(s) why the transfer request was not honored.

The wishes of the individual teacher requesting a transfer in this respect will receive the fullest consideration, but the educational requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent without recourse to grievance or arbitration.

**Section 2.** In order to insure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study. Upon written request the Superintendent/designee will provide the Association with the reason for a teacher assignment outside of a teacher's certification. This request will be answered in writing within five (5) school days. This paragraph shall not apply to school nurses.

When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Groton-Dunstable Regional School District will be considered in determining which teacher is to be transferred to comparable positions as far as is reasonably possible.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher will be notified in writing of the reasons for the transfer. A major factor in the final decision to make an involuntary transfer shall be the instructional requirements of the School System and its pupils as determined by the Superintendent, but any such involuntary transfer shall be subjected to the grievance and arbitration procedure.

**Section 3.** To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, will be voluntary.

**Section 4.** Before a teacher is assigned or transferred to a particular school, the Principal of the school in question will be consulted regarding said assignment or transfer.

**Section 5.** Teachers' assignments will be made without regard to age, race, creed, color, religion, national origin, gender, marital status, disability, or sexual orientation

**Section 6.** In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practical.

**Section 7.** Teachers who are assigned to more than one school in any one school day will receive the per mile rate established by the IRS for all inter-school driving done by them, subject to such regulations as may be issued by the administration concerning the submission of vouchers.

## **ARTICLE X - TEACHERS' DUTIES - CLASS SIZE**

**Section 1.** The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Specific subjects involving non-teaching duties, while not grievances (except as to those specified in Section 3 below), may be discussed under Article VI as they from time to time arise.

**Section 2.** The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the final decision as to class size will be made by the School Committee in the best interest of all.

**Section 2.1.** The desirable maximum number of pupils per class shall be as follows:

- Elementary Schools
- Kindergarten through Grade 4: 22 students
- Middle and High Schools
- Academic Subjects: 25 students
- Science, Technology and engineering: 24 students
- Fine Arts: 25 students
- HS chorus/band: no limit
- MS chorus/band: no limit
- MS Physical Education: 25 students
- High School Physical Education: 35 students

**Section 2.2.** The Committee and the Association recognize that class size has a bearing on quality education and will, if possible, subject to space availability and other educational considerations, ensure that class size is of the most effective number for

both the teacher and pupils. Attainment of the desirable maximum number of pupils per teacher shall, however, be dependent on the practicalities with which the Committee must deal.

**Section 2.3.** If class size guidelines above are exceeded in any given building or at any given time then:

- 1) The district shall look at existing school space available to open a new classroom.
- 2) The district, in consultations with the School Committee, shall determine whether or not it has the financial resources to fund an additional teaching position.
- 3) The Superintendent will notify the president of the Association of the particular classroom that exceeds guidelines and shall make an announcement identifying the grade level(s) at the next open meeting of the School Committee.

**Section 3.** In normal circumstances, teachers will not be required to perform the following non-teaching duties:

- 1) Administering eye or ear examinations and weighing or measuring pupils.
- 2) Preparing registers, except that teachers will be required to prepare daily attendance cards from which registers are prepared.
- 3) Driving pupils to activities which take place away from school buildings. It is understood, however, that teachers may do so voluntarily with the advance approval of their immediate supervisor, and that the School Committee will continue in effect the "non-owned Automobile Insurance Policy" covering up to forty (40) qualified drivers per year for such situation.

**Section 4.** All teachers shall normally be scheduled to have a duty-free lunch period of at least twenty-five minutes duration (including passing time). Elementary teachers (PreK to grade 4) shall normally be scheduled to have a duty-free lunch period of at least thirty (30) minutes duration

**Section 5.** The School Committee and the Association recognize the importance of cooperating with local colleges and universities in involving student teachers and interns in the total school program. The interns and/or student teachers will not be used to terminate the employment of, or diminish the compensation of, a regular teacher. No teacher will be assigned an intern or student teacher without the consent of said teacher.

**Section 6.** The parties recognize the importance of publishing electronic grade book information. The district will provide access to an electronic grade book, which allows

students and parents/guardians to access grades online. Given the unique grading needs at each building level, the parties will address electronic grading separately at each level.

All secondary teachers (grades 5-12) shall enter all available data (assignment name, grade/points, date and category) into grade books electronically for dissemination to students and parents on a bi-weekly basis. Training will be provided when needed. Progress reports shall no longer be required for teachers in grades 5-12.

## ARTICLE XI - PROMOTIONS - VACANCIES

**Section 1.** Every vacancy in all units and administrative positions shall be posted on the District's website, through internal email, and through School Spring, or a similar online program. The Superintendent will make every effort to advertise all other vacancies as soon as they occur for a minimum period of five (5) school days. Such notice shall clearly set forth the specifications, qualifications, and compensation of the position, and the date by which the applications shall be filed with the Superintendent. During the summer vacation, copies of such notices will be provided to the President of the Groton-Dunstable Educators' Association, Curriculum Coordinators and the employees of the Groton-Dunstable Regional School District.

**Section 2.** Such promotions shall be based upon the Superintendent's judgment as to what will serve the best interest of the students, and the Superintendent will consider knowledge, ability, skill, efficiency, attendance, areas of certification, and evaluations of the applicants. Whenever the above factors are equal in the judgment of the Superintendent, the applicant with the longest tenure of employment in the system will be advanced, promoted or transferred. It is recognized that the final decision as to whom promotions are granted must rest with the Superintendent, and is not subject to the grievance and/or arbitration procedure.

All applicants will be notified in writing of the disposition of their applications.

Vacancies shall be filled by an applicant within the Groton-Dunstable Regional School District if his educational qualifications, experience and potential for the position are, in the opinion of the Superintendent, equal to those of any other applicants.

**Section 3.** Nothing in this contract shall prevent the Superintendent or Administration from making acting appointments in the best interest of the educational needs of the system until positions can be filled with permanent appointments as provided in this contract. Time spent in such acting appointments shall not be regarded as evidence of superior qualifications for the position.

**Section 4.** All openings for summer school and evening school positions and for positions under federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such a

positions will be notified of the action taken regarding their applications as early as possible.

**Section 5.** Positions in the summer school and evening school, and positions under Federal programs will be, to the extent possible, filled first by regularly appointed teachers in the Groton-Dunstable Regional School District (including new teachers who have been hired for the next school year) where in the opinion of the Superintendent those teachers possess qualifications equal to those of candidates outside the school system.

## ARTICLE XII - TEACHER EVALUATION

**Section 1.** The Groton-Dunstable Regional School District Educator Evaluation System has been negotiated based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. See 603 CMR 35.02. For the full Educator Evaluation System contract language, please see ADDENDUM II of this contract.

- 1) Each educator will be placed on one of four Educator Plans determined by level of experience and previous performance ratings. These four plan options are (*pg. 15 of Addendum II*):
  - a. The Self-Directed Growth Plan
  - b. The Directed Growth Plan
  - c. The Improvement Plan
  - d. The Developing Educator Plan
- 2) Each educator will undergo a 5-step evaluation cycle. These steps include (*pg. 17 of Addendum II*):
  - a. Self-Assessment
  - b. Goal Setting/Plan
  - c. Development/Implementation
  - d. Formative Evaluation
  - e. Summative Evaluation
- 3) Educators will be evaluated using Statewide Standards and assessed using a standardized rubric with a number of indicators for each standard of (*pg. 14 of Addendum II*):
  - a. Curriculum, Planning, and Assessment
  - b. Teaching All Students
  - c. Family and Community Engagement
  - d. Professional Culture
- 4) Evaluators and educators will collect multiple measures of evidence based on (*pg. 12 of Addendum II*):
  - a. Student growth and achievement
  - b. Judgments based on observations and artifacts
  - c. Evidence relevant to one or more Performance Standards and educator's

professional practice and student learning goals  
d. Any other relevant evidence

5) In order for educators and evaluators to complete the 5-step evaluation process in a timely manner, the following timeline has been developed and agreed upon by the Groton-Dunstable Regional School Committee and the Groton-Dunstable Educators' Association (pg. 32 of Addendum II):

Activity:	Completed by:
Educators are informed of their Evaluator	Sept. 15
Each educator will self-assess his/her teaching practices against the standards/indicators on the rubric and create at least two (2) goals (one professional practice and one student learning goal) that are specific, measurable, and actionable for the evaluator to consider	Oct. 15
Evaluator meets with Educators in teams or individually to establish Educator Plans	Nov. 1
Evaluator completes Educator Plans	Nov. 8
Evaluator completes first mini-observation of each Educator <i>at least 5 mini-observations of no less than 10 minutes will be conducted throughout each cycle</i>	Nov. 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards if desired) *or two weeks before Formative Assessment Report date established by Evaluator	Jan. 25* (1 yr plan) May 1* (2 yr plan)
Evaluator completes mid-cycle Formative Assessment/Evaluation Reports for Educators	Feb. 8 (1 yr plan) May 15 (2 yr plan)
Formal announced observation is complete for those on Developing, Directed-Growth or Improvement Plan	Feb 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 17*
Evaluator completes Summative Evaluation Report and meets with Educators whose overall Summative ratings are P or E	May 15
Evaluator completes Summative Evaluation Report and meets with Educators whose overall Summative ratings are NI or U	June 1
Evaluator and Educator sign Summative Evaluation Report for Educators whose overall Summative ratings are P or E	June 1
Evaluator and Educator sign Summative Evaluation Report for Educators whose overall Summative ratings are NI or U	June 5

**Section 2.** Teachers have the right, upon request, to review the contents of their personnel files. A teacher will be entitled to have a representative of the Association accompany him during such a review.

No materials relative to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed. The teacher will have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent and attached to the file copy.

Any complaint regarded as having substance concerning a teacher will promptly

be called to the attention of the teacher by a principal, coordinator, supervisor or other person administratively responsible.

**Section 3.** The Association recognizes the authority of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. Said disciplining or reprimanding shall be done in private. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of these persons, however, he shall be entitled to have a member of the Association present.

**Section 4.** No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantages or salary increase without just cause.

**Section 5.** Any contention that any evaluation is arbitrary or discriminatory may be raised as a grievance.

**Section 6.** The school committee is responsible for ensuring that adequate resources are available to all administrators to evaluate teachers in accordance with the evaluation timeline, and to assist them in improving their performance.

The parties agree to develop/reconvene the Educator Evaluation Committee whose main functions will be to incorporate the language from Addendum II into the contract and address all evaluation proposals to be ratified separately from this contract.

### **ARTICLE XIII - TEACHERS' LEGAL ASSISTANCE**

**Section 1.** Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the principal and Superintendent of Schools.

**Section 2.** This report will be forwarded to the School Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

### **ARTICLE XIV - SUBSTITUTE TEACHERS**

The Committee will make every reasonable effort to provide substitutes. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the state certification requirements. In situations where substitutes are necessary, but not available, the Principal may assign a teacher to use his preparation period for substituting. Such assignments shall be distributed equitably among qualified teachers in each school during the school year. For each instance in which the time a regular teacher serves as a substitute in accordance with

the instructions of the Principal totals one full regular workday, the teacher will be paid for one day in addition to the teacher's regular salary at his/her per diem rate.

## ARTICLE XV - SICK LEAVE

**Section 1.** Teachers will be credited with one and one-half days of sick leave for each calendar month of the school year (i.e., September through June) up to fifteen (15) days per year.

**Section 2.** Unused sick leave will have unlimited accumulation from year to year. Any bargaining unit members as of September 1, 2017 shall be grandfathered for purposes of sick leave accrual. Any bargaining unit members hired after September 1, 2017 may accumulate up to one hundred eighty-five (185) sick days.

**Section 3.** In order to receive the benefit of the article, when a teacher will be unable to be present because of illness, he shall notify the principal or designee of the building as promptly as possible. A teacher shall also notify the principal or designee on the evening before the day on which the teacher expects to return.

**Section 4.** Sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury, or that of the immediate family to include spouse/domestic partner\* and children. \*See Addendum I

Except as specified below, persons absent beyond their accumulated sick leave will have 1/183 number of teacher work days of their contract salary deducted from his or her pay for each day of absence.

**Section 5.** Absences for periods in excess of five (5) days' duration will be paid only on submission of a doctor's certificate to the Superintendent, if requested. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent.

**Section 6.** Extension beyond stated sick leave shall be given in exceptional circumstances at the discretion of the Superintendent of Schools.

**Section 7.** Teachers whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken, except as defined in Article XV, Section 9 of this contract.

**Section 8.** Except on reinstatement after an approved leave of absence or from the recall list, no sick leave credit for prior employment will be allowed to any teacher rehired after termination of service.

**Section 9.** In recognition of dedicated service to the children of Groton and Dunstable, any teacher covered by this agreement who has taught for fifteen (15) years in the Groton-Dunstable Regional School District (or 20 years total teaching, the last five (5) of



which have been consecutive in the Groton-Dunstable Regional School District), may obtain an increase in compensation in the final year of teaching by following the established procedure.

Eligible teachers who desire to participate in this program will notify the Superintendent by January 1 of the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act. If such notice is submitted in writing by January 1, then as of that date, all accumulated sick leave shall be wiped off the books (except that credited during the final year of teaching) and the individual shall be paid fifty-five dollars (\$55.00) per day for each sick leave day surrendered up to a maximum of 185 days in a lump sum payment on or about the July 1 immediately following that school year.

This benefit shall be paid to the estate or to the beneficiary of any eligible teacher who follows the above procedure, but dies prior to the receipt of the benefit.

**Section 10.** Each teacher will be notified by November 1 of each school year as to how many days of sick leave he had accumulated as of the end of the previous school year.

**Section 11.** To the extent that funds budgeted for that fiscal year remain available, eligible teachers, as defined in Section 9 of this Article, who elect to retire at the end of the current school year without having participated in the program as defined in Section 9 shall also be compensated at the rate of fifty-five dollars (\$55.00) per day for each sick leave day surrendered up to a maximum of 185 days, provided that any teacher with over 200 days of accumulated sick leave as of June 30, 1989, shall be eligible to surrender up to that number of accumulated sick days if earned; provided further that teachers employed during the 1983-1984 school year, and previously, shall continue to be eligible to retire after ten (10) years of service, but shall receive twenty-five dollars (\$25.00) for each accumulated sick day surrendered. Said compensation shall be forwarded to the teacher by June 30<sup>th</sup> immediately following that school year.

**Section 12.** A sick leave bank shall be established by members of the bargaining unit voluntarily contributing one (1) day of their accumulated sick leave days for use by a participating employee whose sick leave is exhausted through the employee's prolonged illness.

- 1) The sick leave bank will only be used when an employee is prevented from working because of the employee's illness or injury and when this disability is of a prolonged nature, that is, fifteen (15) consecutive working days or more.
- 2) Any employee who has met the eligibility requirements for participation in the Sick Leave Bank shall be required to submit a doctor's certificate using the prescribed forms. This must be accompanied by a detailed medical statement by the attending physician stating the exact nature of the incapacitation and the projected time of recovery beyond the employee's own accrued sick leave.

- 3) In order to access the sick leave bank, all eligible employees must first exhaust their accumulated sick days. Eligible employees may not apply for sick leave bank benefits more than fifteen (15) school days in advance of the anticipated termination date of earned sick leave. Sick days are considered actual work days in which school is in session and for which the individual would have been compensated if he/she had not exhausted his/her sick leave.
- 4) There will be a waiting period of three (3) working days between the end of the applicant's current allowance of sick days and the beginning of the withdrawal of Sick Leave Bank days. Individuals belonging to the Sick Leave Bank may use personal days for the three-day waiting period before utilization of Sick Leave Bank time. The three-day waiting period may be waived at the discretion of the Sick Leave Bank Committee upon verification by the employee's attending physician.
- 5) The initial grant of days from the sick leave bank will cover up to thirty (30) working days for any one prolonged illness, and the grant will end on the last school day of the school year in which the prolonged illness began. Consideration will be given for additional days beyond thirty (30) in the event that the prolonged illness continues. No employee shall be eligible to receive more than one hundred (100) days from the Sick Leave Bank over the duration of the employee's career in the District. First-year employees shall be eligible for up to fifteen (15) days of Sick Bank time in their first year of employment.
- 6) All eligible employees must apply for membership on a form provided by the sick bank administrators. Employees wishing to join the sick leave bank must submit an application for membership by no later than September 30<sup>th</sup> of each school year. If an employee is hired after September 30<sup>th</sup>, in order to be eligible for the Sick Leave Bank, he/she must apply for membership on the approved form within thirty (30) days of the start of his/her employment with the school district.
- 7) If the number of days in the Sick Leave Bank reaches sixty (60), the Sick Leave Bank shall be replenished by the contribution of one (1) additional day of sick leave from each member who wished to participate in the Sick Leave Bank. Such additional day will be deducted from the employees' accumulated sick leave.

- 8) The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four individuals: two (2) members representing the Association and two (2) members designated by the Superintendent. All requests for use of days shall be directed to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall maintain the confidentiality of any information submitted to it by an employee. The decisions of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration procedures.
- 9) Any employees applying to the Sick Leave Bank shall do so by completing a Sick Leave Bank application form. The application form, with required information attached, including the attending physician certification and a copy of the application form joining the Sick Leave Bank, shall be submitted to the Superintendent's Office, which will have appropriate data recorded and verified.

#### **ARTICLE XVI - BEREAVEMENT LEAVE**

Full-time teachers shall be allowed up to four days leave, without loss of pay, during the school year, in the case of death in the immediate family. Bereavement may be taken within nine (9) months of the date of loss of an immediate family member. The term "immediate family" means the teacher's spouse/domestic partner\* child, grandchild, father, mother, sister or brother, or relative actually living in the employee's household. An absence of two days shall be granted applicable to a teacher's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or the grandparents of his or her spouse/domestic partner\*. These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave. \*See Addendum I

Upon request the Superintendent may grant additional bereavement days.

#### **ARTICLE XVII - EDUCATIONAL LEAVE**

**Section 1.** Leave of absence may be granted to teachers at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The schools visited shall be subject to the approval of the Principal and Superintendent. Written reports, if requested, shall cover all such activities and shall be distributed to each building.

**Section 2.** Teachers are expected to attend professional meetings in their specific fields, and sessions of institutes or conferences for which their schools are closed, unless excused by the Superintendent.

**Section 3.** The Committee shall pay reasonable expenses (including, but not limited to, registration fees, meals, lodging or transportation) incurred by teachers who are authorized or required by the Superintendent to attend workshops, seminars, or other approved professional improvement sessions.

The K-12 Professional Development Committee and the Site Professional Development Committee will strive to provide equitable opportunities for all teachers to participate in seminars and conferences outside of the District in addition to professional development at the building and District level.

Teachers who are required to take a semester course as part of professional improvement will be informed of the reasons why the course is required, and will be provided reasonable advance notice of the required course to permit its scheduling. The district will pay the cost of all courses required by the Superintendent.

Semester courses taken for professional improvement shall be subject to the contractual standards for other courses taken for credit. Estimated expenses will be submitted to the Superintendent and have his approval prior to attendance.

Teachers requesting reimbursement from the Committee under this section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought for his approval in whole, or in part.

## **ARTICLE XVIII - SABBATICAL LEAVE**

Sabbatical leave, not exceeding one year, will be available after seven consecutive years of service for study or research as recommended by the Superintendent and approved by the Committee. Applications must be submitted to the Superintendent not later than January 1 of the school year prior to that in which the leave is sought. Decisions shall be made by February 28.

Successful applicants will receive one-half of the salary to which they would have been entitled for a one year leave or full salary for a half-year leave, provided that that amount, when coupled with any scholarship, grant, or aid, shall not exceed the salary to which they would have been entitled.

Before beginning a sabbatical leave, a teacher shall agree in writing to return to active service in the Groton-Dunstable Regional School District for a period of at least twice the length of the leave following the expiration of the sabbatical leave period. A teacher who does not fulfill this agreement shall have to agree, in writing, to repay to the Regional School District the amount of salary received during the sabbatical leave,

provided, however, that the teacher shall be released from such payment if his failure to serve twice the length of the leave is due to his illness, disability, death, or if he is discharged from his position by the School Committee.

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained had he remained in the school system, and shall be eligible for insurance benefits according to the Regional School Committee Policy while on leave. No teacher may reapply for a second sabbatical leave unless he has completed seven consecutive years since his last leave.

During the course of a sabbatical leave, summary reports of progress should be made to the Superintendent of Schools. Upon completion of a sabbatical leave, the recipient of the leave shall submit a comprehensive report to the Superintendent of Schools containing transcripts of all college, or university, work done while on leave, or any other pertinent data or interpretative material considered essential to an evaluation of his program.

Recipients shall not engage in remunerative work unless approved in writing by the Superintendent while on leave, except that scholarships and fellowships in approved colleges and universities which do not interfere with the prescribed program of professional improvement are allowed.

In case the number of applications shall exceed the number of sabbatical leaves of absence that the School Committee plans to grant for a particular school year, the recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the educational system of Groton and Dunstable.

## **ARTICLE XIX - PERSONAL LEAVE**

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

In each school year, however, up to three days may be utilized for imperative personal business, or legal obligations that could not be effectively conducted outside of school hours.

Also, up to two additional days shall be allowed without loss of pay for the observance of religious days falling within the regular work week but not included in the school calendar.

Notice for such leave, including the category of the leave, must be made in writing to the Superintendent normally forty-eight (48) hours before such absence occurs. Personal business leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend.

Exceptions may be granted in emergencies, but the teacher must bring the need for this exception to the attention of the Superintendent prior to requesting personal leave, whenever possible.

If the Committee believes the purpose of the leave is not of a nature specified above requiring the absence of the teacher during school hours, then it will decline to pay for such leave and the matter may, however, be presented through the grievance and arbitration procedures if the individual teacher so elects.

Following the last day of school each year, Unit A employees will be compensated for up to one (1) unused personal day at a rate equal to the standard daily rate for a substitute teacher. Payment shall be made in the next payroll.

## **ARTICLE XX - MILITARY LEAVE - PEACE CORPS**

**Section 1.** The Superintendent will comply with all State and Federal laws with respect to military leaves of absence.

Military leave will be granted to any teacher who is inducted or who enlists for one required term in any branch of the armed forces of the United States, or during the period of any involuntary extension of enlistment. Upon return from such leave, a teacher will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two years, but such time of absence shall not count toward tenure.

Teaching personnel who are required to perform active duty for training as part of a reserve unit will do so, as far as possible, during the months of July and August.

**Section 2.** A teacher on tenure may obtain a leave of absence without pay for up to two years, to serve in the Peace Corps. Upon return from such leave, the teacher will be offered a position as reasonably comparable to the one occupied at the beginning of the leave as is then available, and will be placed on the salary schedule at the step level that would have been achieved had the individual remained actively employed in the system during the period of this leave.

All leaves will run from the teachers first day of school to the day before the next school year begins. Applications for such leave must be submitted to the Superintendent in writing prior to April 15 of the year in which the leave is to begin. The teacher must also notify the Superintendent in writing by the first of April of the year in which the leave is to expire of his intention to return in September. Failure to comply with the requirement will be considered as a resignation from the school system. Not more than one person in the system may be absent on such leave at any one time.

## ARTICLE XXI - DELEGATES' LEAVE

**Section 1.** Upon seven days written notice, the Superintendent may approve a leave of absence for attendance at NEA and/or MTA conferences and/or conventions, with pay, for such time as he deems reasonable for officers and delegates of the Association, not to exceed twelve (12) in number.

**Section 2.** The Committee agrees that a teacher designated by the association may, upon request, and with the Superintendent's approval, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in association, local, state or national activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave, and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

**Section 3.** Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to any teacher to campaign for, or serve in, a public office or for any other purpose the Superintendent deems appropriate under all existing circumstances, including the primary purposes of all concerned, i.e., the best education to the children of Groton and Dunstable.

## ARTICLE XXII - FMLA, PARENTAL, CHILDREARING, AND ADOPTION LEAVE

**Section 1.** Family/Medical Leave ("FMLA" Leave)

1. Any full-time teacher who has been employed for at least one (1) year or more shall be entitled to family medical leave of up to twelve (12) weeks. Effective July 1, 2009 for the purposes of the act any twelve-month period will be a "rolling" twelve-month period measured backward from the date an employee uses any FMLA leave:
  - (a) to care for a son or daughter within a year of birth, adoption, or the initiation of foster care;
  - (b) to care for a spouse, child, parent suffering from a serious health condition; and/or
  - (c) because the teacher's own serious health condition makes the teacher unable to perform the functions of his or her position.
2. Family/Medical leave is unpaid except that the teacher may use paid sick leave pursuant to Article XV, e.g., when FMLA leave is due to the employee's serious health condition.
3. During unpaid family/medical leave, a teacher shall be entitled to participate in all medical and other insurance plans.

4. At the end of the leave, the teacher shall be returned to the same position held before the leave began, or to an equivalent position, subject to layoff or other position elimination.
5. Application Procedure
  - (a) Except in emergencies, a teacher shall apply to the Superintendent at least thirty (30) days before the start of leave period.
  - (b) The teacher shall indicate the anticipated date of return to active employment.
  - (c) A teacher may be required to produce reasonable medical and other certification of the need for family/medical leave within fifteen (15) days of requesting leave. The District may require the employee to submit medical recertification during leave at thirty (30) day intervals and it may require the employee to report periodically on their status and intent to return to work. As a condition for returning to work, a teacher who has been on family/medical leave may be required to present medical certification that the teacher is able to resume work.
6. Leave entitlements under State Law and FMLA run concurrently when both laws cover the same type of leave.



**Section 2.** Parental and childrearing leaves shall be as follows:

1. Parental Leave

- a. Upon receipt of at least two weeks of written notice of a teacher's anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for maternity for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. Except to the extent covered by sick leave as set forth below, said leave will be without pay. A teacher who is pregnant and is physically unable to work due to disability connected to pregnancy or child birth may use accumulated sick leave to cover those days she is disabled and unable to work. The Superintendent may require a teacher to submit medical evidence verifying the disability.
- b. This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on short-term parental leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the eight (8) weeks in 1.a above.

2. Childrearing Leave

In the event a teacher desires a leave longer than that provided by statute (FMLA or G.L c. 149 § 105 D), the below listed procedure shall be followed.

- a. Under normal conditions, the Superintendent shall be notified in writing not later than the beginning of the fifth (5<sup>th</sup>) month of pregnancy. The request must be accompanied by a physician's certification stating the expected date of delivery.
- b. Said extended maternity leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) provided that, up to this time, the teacher can, in the opinion of the Superintendent of Schools, perform her normal duties satisfactorily. A teacher who does not wish to request a maternity leave of absence shall submit her resignation effective upon leaving the system in accord with the above provisions.

- c. Said extended maternity leave shall be without pay and shall terminate one year from the first of September following birth of the child or, sooner, if the teacher and Superintendent so agree. Extensions of leave may be granted at the discretion of the Superintendent.
- d. The teacher must notify the Superintendent by the first of April the year in which her maternity leave expires of her intention to return in September, apply for an extension, or to retire from the school system. Failure to comply with this agreement will be considered as her resignation from the school system. Upon return from such leave, the teacher will be offered a position as reasonably comparable to the one occupied at the beginning of the leave as is then available.
- e. A teacher granted maternity leave shall not receive credit on the salary schedule or credit toward tenure for that year unless the number of days she has taught shall total at least ninety (90). Except as set forth herein, such leave of absence shall not count toward tenure.
- f. In the event the child does not live, the teacher may make written applications for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the School Committee, in case of an acceptable vacancy, upon the recommendation of the Superintendent of Schools and the approval of the School Committee.

### **Section 3. Adoption Leave**

A teacher who adopts a child shall be granted adoption leave as follows:

- a. The teacher shall be entitled to a leave of absence with pay for up to 4 weeks upon proper notification to the Superintendent of Schools two months in advance of the date the leave is to begin, if possible. Payment will be made from accumulated sick leave. Any additional adoption leave shall be unpaid.
- b. Said leave of absence shall not exceed one year from the September 1<sup>st</sup> following the child's adoption.
- c. A teacher upon returning to the system shall be entitled to all benefits, rights and privileges of the preceding section of this Article.

## ARTICLE XXIII - OTHER LEAVES

**Section 1.** A leave of absence, for a period of up to two (2) years, may be granted to teachers at the discretion of the Superintendent for the purpose of exploring alternative careers. Such leave shall be without pay or increment.

Applications for such leave must be submitted to the Superintendent in writing prior to March 15 for the year in which the leave is to begin. The teacher must also notify the Superintendent in writing prior to March 15 of the year in which the leave is to expire of his/her intention to return at the beginning of the school year. Failure to comply with this requirement will be considered as a resignation from the school system.

**Section 2.** Other leaves of absence may be granted with or without pay at the discretion of the School Superintendent.

## ARTICLE XXIV - INSURANCE

The Groton-Dunstable Regional School District will pay sixty-five (65%) of the POS health insurance plan, seventy-nine (79%) of the HMO health insurance plan and sixty-five (65%) of life insurance plans currently in effect and will deduct the teacher's share on payroll checks for participating members on the receipt of proper authorization. Prescription drug co-pays shall be \$10-\$20-\$35, Emergency Room visits shall be \$50 and Doctor visits shall be \$10 per visit effective September 1, 2008. Should an indemnity plan be reinstated the Committee and Association will meet to negotiate the rate, but in no event will the rate paid by the Committee be less than fifty percent (50%).

Effective July 1, 2009 the Groton-Dunstable Regional School District and the Groton-Dunstable Public Employees Committee have entered into an agreement to provide health insurance through the Group Insurance Commission (GIC) pursuant to a written agreement dated September 16, 2008.

The Committee agrees to make the necessary changes in its payroll procedures to allow employee contributions to health insurance, group term life insurance and other forms of insurance (where appropriate) to be paid with pre-tax earnings.

The School Committee agrees to deduct the full cost of long-term disability insurance for employees who enroll in the long-term disability plan.

## ARTICLE XXV - TAX SHELTERED ANNUITIES

**Section 1.** So as to provide for a non-forfeitable tax shelter annuity payable upon retirement, or termination of employment, a teacher may contract with the Committee for the purchase of an annuity pursuant to the provisions of the General Laws of Massachusetts as part of his, or her, employment compensation. Such contract shall specify the premiums to be paid toward the annuity and must be with a company approved by the Committee and the Association. The parties will agree upon a maximum of fifteen (15) annuities to which contributions can be made, provided that teachers who have made contributions during the 1995-1996 year to an annuity not on the list may continue to contribute to that annuity. Other than the discontinuance of the annuity option, which may be exercised at any time, changes in annuities will normally be made during the months of October and/or May each year. Based on circumstances and need, the Superintendent may approve changes at other times upon request. The Association will pay the fee of any consultant retained by it to assist its members in the selection of annuities.

## ARTICLE XXVI - COMPENSATION

**Section 1.** The salary schedule and compensation for extracurricular duties of each teacher in the public school in the Groton-Dunstable Regional School District shall be determined pursuant to the following sections of this Article.

The annual salary will be divided into twenty-one (21) or twenty-six (26) equal payments, according to the requests of individual employees. Unless the employee notifies the Treasurer of the Regional School District by August 31<sup>st</sup> of the 26 payment method, the 21 payment method will be assumed. The District will provide the direct deposit of a teacher's paycheck to a Bank designated by the teacher.

If the School District discovers an overpayment in an employee's salary, the employee will be notified in writing by the Director of Business and Finance at the employee's home address by registered mail as soon as practical after the overpayment is discovered. The employee will be notified of their right to representation and the GDEA will be notified in writing simultaneously. The Director of Business and Finance and the employee will mutually agree to a repayment schedule.

If the School District discovers an underpayment in the employee's salary, the employee will be notified in writing by the Director of Business and Finance at the employee's home address by registered mail as soon as practical after the underpayment is discovered. The Director of Business and Finance will meet with the employee and his/her representative, if they choose to have one, and facilitate full payment for the next scheduled payment period, unless a different repayment method is suggested by the employee.

In the case of either an overpayment or underpayment of an employee's salary, the employee and the Director of Business and Finance will work together to provide the necessary documentation, relative to state and federal income tax and retirement contributions, to the proper agencies, if necessary.

**Section 2.** The Superintendent shall fix the initial salary and step level of each teacher on entering employment (or of permanent substitutes) giving due consideration to previous experience and special skills.

Teachers who enter the system at other than the beginning of the school year will move the following year on the step schedule at the discretion of the Superintendent.

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

**Section 3.** Effective on the dates indicated in schedule A, no full-time teacher employed by the Groton-Dunstable Regional School Committee shall be paid at a salary less than that set forth in the basic salary schedule for classroom teachers. Part-time teachers will be paid on a prorated basis, having been placed on the appropriate step of the salary schedule in the same manner as full-time teachers.

Guidance Counselors will be compensated at the rate of 1/183 of their appropriate step on the teachers' salary schedule for each day in excess of the normal year that they are required to work.

The Unit A Salary Schedule (Schedule A) will increase as follows:

School Year	
2020-2021	- 0.50%

**Section 4.** Annual increments as scheduled will be granted each year (effective the first day of school) to all teachers who have rendered satisfactory service. A question as to whether the Superintendent has just cause for withholding the increment of a tenured teacher may be presented through the grievance and arbitration procedure. The above right to grieve shall not apply to teachers during their first three years of service as such teachers are "probationary" and under law serve at the sole discretion of the Superintendent. Raises in salary above the maximum may be granted at the discretion of the Superintendent in cases of individual merit.

**Section 5.** All courses taken and passed, providing they have been approved **in advance** by the Superintendent or the Superintendent's designee, may be applied toward the hours over and above the degree. However, no credit will be allowed toward a change in contract figure if an official transcript or other verification, from the college where the course was taken, is not on file in the office of the Superintendent of Schools prior to the first day of school, unless it is not available to the teacher, in which instance a letter of enrollment will be presented to the Superintendent and the

transcript presented as soon as it is available. The teacher is responsible for the submission of this official notice.

**Section 6.** Planned travel of educational value that meets with prior approval of the Superintendent, may be substituted for some semester hours, providing that a satisfactory written report is presented to the Superintendent.

Credits may be carried over from one lane to another, i.e., if seventeen (17) credit hours are obtained in one lane, the extra two (2) hours can be applied to the next, so long as they apply to the lane change within five (5) years.

Any and all courses taken for credit to apply on the salary schedule must have prior approval of the Superintendent of Schools or the Superintendent's designee.

All teachers will notify the Superintendent by February 1<sup>st</sup> of anticipated lane changes. Failure to notify will result in no lane advancement for the subsequent school year.

**Section 7.** "Professional Development Points" (PDP's) and in-service credits shall be granted on the following basis:

- a. One (1) hour of professional development equals 1 PDP;
- b. Fifteen (15) hours of instruction in one course equals one (1) in-service credit;
- c. Hours from different professional development opportunities may not be combined to equal an in-service credit;
- d. In-service credits must be approved in advance by the Superintendent;
- e. In-service credits will be awarded for seminars involving new learning taken at times outside the school day and school year for which the teacher is not paid;
- f. The Superintendent will designate in advance whether a unit of professional development is eligible for PDP's or in-service credit, or both;
- g. Up to a maximum of 9 in-service credits can be used for lane changes effective September 1, 2006.
- h. When an in-service course is offered for university credits, the number of in-service credits will be equal to the number of university credits awarded for completion of the course.

**Section 8.** The District will offer at least four (4) in-service courses (15 hours minimum each) each year.

**Section 9.** The Committee shall reimburse each teacher up to an initial maximum of seven hundred dollars (\$700) each year for courses that have been approved in advance by the Superintendent or designee and otherwise meet the course approval criteria; provided that the Committee shall not be required to expend more than fifty thousand dollars (\$50,000), in any given fiscal year to fund this provision.

Twenty five thousand (\$25,000) shall be reserved for courses taken in the summer term and shall be divided evenly among Unit A employees who submit their proof of successful completion and proof of payment by September 15. Twelve thousand five hundred (\$12,500) shall be reserved for courses taken in the fall term and shall be divided evenly among Unit A employees who submit their proof of successful completion and proof of payment by January 15. Twelve thousand five hundred (\$12,500) shall be reserved for courses taken in the spring term and shall be divided evenly among Unit A employees who submit their proof of successful completion and proof of payment by June 15.

Any funds not disbursed during one allocation shall be rolled forward to the next allocation.

Any portion of the funds not previously spent by June 15 shall be divided among eligible Unit A members, first to those who have not received their initial maximum allocation and then to those who have spent over \$700 for a course.

Effective FY15, each year within two (2) weeks of the close of the Summer, Fall and Spring Sessions the District shall publish a list of the names of bargaining unit members who have been approved to receive tuition reimbursement funds up to the initial seven hundred (\$700.00) dollar allotment. This published list shall be arranged to include staff members' names, the name of the approved course(s), the cost of the course(s), the amount reimbursed, and the institution offering the course. At the end of the Spring Session and two (2) weeks after the deadline to file for tuition reimbursement, the District shall publish the total remaining unused amount up to fifty thousand (\$50,000.00) dollars available to Unit A staff.

Staff members who were not fully reimbursed in that fiscal year for tuition costs shall be eligible to use the remaining funds. The outstanding balance in the pool shall be applied to staff members' unpaid bills at an equivalent percentage rate until the fund is used up.

Effective with the 2016-2017 school year the maximum expenditure to fund this provision shall be sixty-five thousand (\$65,000.00) dollars.

Funds still remaining after all disbursements will be returned to the District.

Course reimbursement for the Retell course shall not be charged against the maximum course reimbursement per individual, but shall be included in the calculation of the maximum annual course reimbursement pool. As an alternative to course reimbursement, in-service credit will be awarded with one (1) credit for the short bridge course, two (2) credits for the long bridge course and three(3) credits for the full course.

**Section 10.** Extracurricular and athletic duties and services shall be compensated in accordance with the provisions of Schedule B. The enumeration of said classes or types of extracurricular service and duties as set forth in Schedule B neither means that the Committee must continue these in existence nor is it intended to exclude payment for any other extracurricular duties not specifically included therein. It is also understood that the Athletic Director may post sub-varsity positions at less than full time, based upon budget, participation, availability of facilities, and other factors. In such instances the salary shall be prorated based on the salaries set forth in Schedule B.

Appointment to the duties and positions listed in Schedule B is subject to annual reappointment by the Superintendent. Said appointments shall normally be made by April 15th.

All coaches must take and pass the State and national coaches' certification test and be certified in CPR.

**Section 11.** In the event an employee participates in summer curriculum work, professional development or another activity for which an hourly rate is to be paid, such rate shall be thirty dollars an hour (\$30/hour) effective September 1, 2006. It is understood that such work or activity must be approved in advance in writing by the Superintendent or designee for a specific number of hours. It is further understood that Mentors will receive a stipend of \$500 per year, effective September 1, 2005. In the event an employee participates in teaching students outside of the contractual school year pursuant to mandated extended year programs as part of a student's IEP, teachers will be compensated at their regular per diem rate, effective September 1, 2005.

**Section 12.** Each teacher within the Groton-Dunstable Regional School District will be provided with a copy of this Agreement and will receive an annual contract setting forth compensation due in accordance with the schedule included in the collective bargaining agreement.

**Section 13.** Notwithstanding any provision herein to the contrary, all nurses employed effective September 1, 2001 shall be placed on Schedule A.

A nurse without a bachelor's degree will be placed on the bachelor's lane but will not move beyond that lane until the nurse earns the requisite degree and credits as set forth in Schedule A.

**Section 14.** A longevity incentive will be added to a professional employee's salary



according to the following schedule:

- a. Upon completion of 15 years of service to the Groton-Dunstable Regional School District, Unit A members will be eligible to receive a longevity incentive in the amount of \$500. This sum will be awarded annually in a lump sum in a separate check on the last day of school.

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

**Section 1.** The work of classroom teachers covered by this agreement (other than new personnel who may be required to attend special orientation sessions) will begin no earlier than the Monday before Labor Day and will terminate no later than June 30<sup>th</sup> (unless it is necessary to meet the minimum amount of days per Department of Education). The Superintendent shall provide a calendar to the Association for the following year no later than March 1<sup>st</sup>. During each school year, two of the teacher work days will be scheduled prior to the opening of school for students.

Effective with the 2015-2016 school year the number of student instruction days shall be one hundred eighty (180) and the work year shall be reduced to one hundred eighty three (183) days.

Additional days of state mandated student instruction up to a maximum of five (5) days will be paid at the per diem rate of 1/183. Additional days over five (5) days will be subject to negotiation. The Committee's intent is not to add additional teaching days during the term of this Agreement.

**Section 2.** The workday of Middle School and High School classroom teachers will begin fifteen (15) minutes before the scheduled starting time for pupils and will end ten (10) minutes after students are dismissed, except on those days that students are released early for an emergency and on Fridays or days preceding holidays or vacation; provided that teachers will be available to provide extra help to students and to perform those other professional activities as are more fully set forth in the last paragraph of this section.

The workday of elementary classroom teachers will begin fifteen (15) minutes before the scheduled starting time for pupils and will end fifteen (15) minutes after the scheduled dismissal of students, except on those days when students are released early for an emergency, and on Fridays or days preceding holidays or vacation; provided the teachers will be available to provide extra help to students and to perform those other professional activities as are more fully set forth in the last paragraph of this section.

In emergency situations or to complete the performance of the professional duties such as meeting with pupils when they wish assistance, or advice, or participation in school-oriented programs which, as of the signing of this contract,

normally have been scheduled after the completion of the workday, a teacher may be required to remain beyond the minimum dismissal time set forth above.

**Section 3.** Except in cases of emergency or to meet the requirements of the Massachusetts Board of Education, or on those days when students are released early, the normal starting and dismissal times for students will be as follows:

High School	7:27 AM to 1:50 PM
Middle School	8:08 AM to 2:25 PM
Boutwell	8:55 AM to 3:20 PM
Florence Roche	8:55 AM to 3:20 PM
Swallow Union	8:55 AM to 3:20 PM

Students will be dismissed for parent conferences and curriculum ½ days at the following times:

High School	10:50 AM
Middle School	11:30 AM
Boutwell	Only AM session on these days
Swallow Union	12:15 PM
Florence Roche	12:15 PM

Students will be dismissed on the Wednesday before Thanksgiving at the following times:

High School	10:45 AM
Middle School	11:25 AM
Boutwell	Only AM session on these days
Swallow Union	12:10 PM
Florence Roche	12:10 PM

Effective September 1, 2018, the parties agree that the above-referenced changes shall reflect the addition of twenty (20) minutes to the elementary school day, of which fifteen (15) minutes shall be for student instruction and five (5) minutes shall be for recess.

The schedule may be adjusted as the Superintendent deems necessary in light of current conditions, including bus transportation, and after notification to the Association with an explanation of the reasons involved.

**Section 4.** Teachers shall attend and take such part as is assigned to them in all meetings of an educational nature scheduled by their Principal or the Superintendent of

Schools. Reasonable advance notice of such meetings and agenda of said meetings, normally of at least 24 hours, will be given whenever possible, and no teacher will be excused except by the Principal or Superintendent. Required attendance at such meetings shall not exceed thirty-five (35) hours during the school year. Except in emergency circumstances, meetings for teachers will not continue longer than 90 minutes beyond the regular workday at the site in which they work. Attendance beyond such limits is strictly voluntary.

The Association and the Committee recognize that participation in or attendance at school oriented programs outside of normal teaching hours are part of the duties of the truly professional teacher. Recognizing that attendance at all evening functions may not be possible, the parties encourage active participation to the fullest extent in such functions but agree that attendance at evening meetings – other than Open House or parents' nights, and parent-teacher conferences, for the respective schools involved – shall be on a voluntary basis.

The schedule of parent appointments for regularly scheduled parent teacher conferences shall be considered to be final forty-eight (48) hours in advance of the scheduled conferences. It is the mutual understanding of the parties that, in finalizing the schedule of parent appointments forty-eight (48) hours in advance of the scheduled conferences, teachers will call and arrange alternate conferences for parents who call within the forty-eight (48) hour period preceding the scheduled conferences.

**Section 5.** Secondary teaching schedules conform to state mandated time and learning standards and shall be based upon a ratio of seventy-five percent (75%) teaching and twenty-five percent (25%) preparation time over a teaching cycle. The length of the school day may be increased if necessary to meet time and learning standards or if the parties agree to alter the schedule.

It is understood that during these preparation periods, teachers will devote their time to activities similar to the following:

- a. Prepare lesson plans
- b. Prepare duplicated materials
- c. Prepare audio-visual materials
- d. Correct and grade papers
- e. Confer with pupils about class work
- f. Participate in team meetings.

**Section 6.** The Committee will provide all elementary teachers with a minimum of one hundred seventy (170) minutes per week of preparation time with a guarantee of at least thirty (30) contiguous minutes per day. To the extent permitted by additional specialist staffing beyond that which was in place during the 1998-99 school year, the Committee will endeavor to provide elementary teachers with an additional twenty-five (25) minutes preparation time per week with at least thirty-five (35) contiguous minutes per day.

The administrators will not schedule CST, SPED meetings during scheduled elementary preparation time. In the event a meeting is scheduled teachers will receive compensatory preparation time during the school day in accordance with the past practice between the parties.

The Association and the District recognize that CST and SPED meetings may continue to be conducted before or after school. Meetings will be mutually agreed upon between the principal and the teachers. The parties further recognize that this continuation shall be consistent with past practice.

**Section 7.** After receipt of the school calendar, the Superintendent or designee shall meet with a committee of teachers designated by the Association to determine the agenda of the seven (7) district-wide half days and the district-wide full day for PD. This shall include which days (a minimum of 2) will be planned system-wide and which days (a minimum of 2) will be planned at the building level. In general, two (2) curriculum one half (½) days will be planned on a system wide basis and two (2) shall be planned on an individual building level. Any additional one-half (½) days will be planned at the discretion of the Superintendent after consultation with the aforementioned committee. The Superintendent shall consult with the committee of teachers prior to finalizing the content of system wide curriculum ½ days, and the Principal and teachers in each building will meet to plan the content of the curriculum ½ days for their respective buildings, subject to final approval by the Superintendent.

The Committee agrees to provide four (4) additional half days for the elementary schools beginning in the 2008-2009 school year. The additional time shall be dedicated to topics selected by the principal and staff. The time will not be used for Professional Development. Teachers will not be required to work beyond the regular release time.

Effective with the beginning of the 2018-2019 school year, the Committee agrees to provide four (4) additional early release half days on Fridays for the elementary schools for grade level team-directed curriculum, assessment and instruction.

The administration will recommend a protocol mutually agreed upon by the Professional Development Committee and the Curriculum Committee formed for the level and subject area specific to the pilot at the elementary, middle school or high school levels. This protocol will outline curriculum piloting, adoption and the professional development process that will follow for new curriculum. In the event that curriculum is not piloted in advance, the District will at some point evaluate it using the District's curriculum evaluation tool. The District will provide continued support and training while curriculum is being fully implemented. The parties recognize that any experimental or innovative program should be piloted and evaluated in writing by the participants prior to implementation. The Committee will make every effort to provide continued support and training while a program is being fully implemented.

**Section 8.** The Secondary School teachers (grade 5-12) will normally not be scheduled to teach more than two subjects, or more than a total of three teaching preparations within said subjects at any one time. Exceptions to the provision do presently exist and may continue to be made if the Superintendent of Schools (or his designee) determines that it is necessary or advisable to do so. Individuals concerned will be notified in any such instance of the reason therefore.

**Section 9.** Notwithstanding any provisions herein to the contrary, it is understood that full-time nurses will remain on duty at school or school-related events or appointments for seven (7) hours each school day, effective September 1, 2006.

On the issue of health/dangerous working conditions, the superintendent will convene a monthly Superintendent's Advisory Council, by which any member may meet with and bring issues to the attention of the superintendent.

#### **ARTICLE XXVIII - EXTENDED DAY CARE ENROLLMENT**

The Superintendent may permit a child to attend the extended day care program sponsored by the Groton-Dunstable Regional School District with payment of 50% of the usual rate, so long as the child resides with a parent/guardian who is employed by the district in a position covered by this agreement. Such attendance is subject to a determination by the Superintendent that there is space available without the need to add staffing.

The Superintendent may permit a child to attend the *Boutwell Infant and Toddler Day Care Program* sponsored by the Groton-Dunstable Regional School District with payment that is 25% less than the community rate, so long as the child resides with a parent/guardian who is employed by the district. For FY16, the rate will not exceed \$1,000/month for GDRSD employees. Such attendance is subject to a determination by the Superintendent that there is space available without the need to add staffing.

The annual enrollment period for GDRSD employees will begin thirty (30) calendar days before the enrollment period for the community. Any available openings during the school year shall be publicized to all GDRSD employees by a notice posted for ten (10) school days before advertising to the community.

Employees should be aware of and seek assistance regarding potential tax consequences of accepting this employee benefit.

#### **ARTICLE XXIX - SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if

compliance with, or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of, or compliance with which, has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE XXX - K-4 / 5-8 / 9-12 CURRICULUM AND STUDENT SERVICES COORDINATORS**

### **Responsibilities**

Coordinators will be actively involved in all decisions affecting their content areas, particularly those concerning spending in their content area, hiring personnel, student and teacher scheduling, and all curriculum related concerns. In consultation with the principals, the coordinators will be an integral part of the process.

Coordinators' involvement in the budget process will:

- ensure uniformity of curriculum within and/or across buildings
- provide continuity of programs, grades K-12
- provide the ability to take advantage of any cost savings by combining orders
- provide the ability to manage supplies and equipment (by rearranging) throughout the system for future savings.

The management of the budget throughout the school year will be the joint responsibility of the principals and coordinators.

Curriculum coordinators will use any release time flexibly for the above-mentioned responsibilities, prep time, and meetings. There will be some flexibility in terms of time for the Fine Arts Coordinator in order to accommodate an unusually large number of night and/or weekend events.

The Nursing Coordinator will conduct workshops for all nurses during in service days and/or before and after the school year.

Coordinators will either return to the classroom or continue in the leadership role with the understanding that this position is renewable yearly. Notification by either party no later than June 15<sup>th</sup> of each school year will determine the continuance of the coordinator position for the following year. An attempt will be made to return the coordinator to a full time position in his/her building of primary responsibility.

## **Role of Coordinators in Evaluation**

The coordinators shall serve as general consultants to the primary evaluator. The consultation will concentrate on the discipline and not on the teacher, and will consist of what to look for in the subject area and whether recommendations by the evaluator are appropriate to the subject being taught or the responsibilities of the position.

Teachers, primary evaluators, and curriculum/student services coordinators may propose or request informal observations for the purpose of curriculum design, classroom management, and peer mentoring, by mutual consent.

### **Release Time**

In-school release time will be provided as one way for coordinators to meet with staff, the Director of Curriculum, and/or principals, and to hold curriculum meetings.

Substitutes will be provided, when needed, to release coordinators to observe and meet with staff, attend conferences and meetings, and complete curriculum assignments.

Every attempt will be made to schedule administrative time for coordinators at the beginning or end of the school day and if possible in conjunction with preparation time. Every attempt will be made to schedule common time during the school day such that coordinators will have mutual time to meet. Substitutes will be provided if necessary to allow for these meetings.

Coordinators will have no building duties.

### **Meeting Time**

Coordinators will be required to attend one after-school meeting per month beyond that required of other Unit A employees. They will receive, whenever possible, a week's notice of meetings in order to facilitate their ability to schedule.

### **Secretarial Support**

The equivalent of a .2 secretary will be provided to assist Curriculum Coordinators. When necessary, and with mutual notice, the curriculum secretary will meet with the coordinators in their primary building.

### **Evaluation of Coordinators**

For their curriculum or student services responsibilities the building principals, with input from, the Assistant Superintendent of Schools, will evaluate the coordinators annually using the goal setting and summative evaluation form. Goals will be established using the timeline of Unit A. The annual summative evaluation included in this document will be completed by June 15.

## **Professional Development**

The parties support the principle of continuous training of educators, participation by coordinators in professional organizations in their area of specialization, leaves for work on advanced degrees or special studies, and participation in activities that support the maintenance of professional development and professional growth.

The Committee will set aside an amount for professional development funds for the sole use of Coordinators.



## Appendix VI - Coordinators Summative Evaluation Form

Groton-Dunstable Regional School District

### Part I - Checklist

Name: \_\_\_\_\_

To be completed by June 15.

	CONSISTENTLY DEMONSTRATES	USUALLY DEMONSTRATES	GROWTH NEEDED	CANNOT EVALUATE
GENERAL				
Good judgment				
Good organizational skills				
Flexibility when the situation requires it				
Dependability				
Self-confidence				
Initiative				
Satisfactory decision-making ability				
LEADERSHIP				
High expectations of staff and students				
Ability to relate department/school needs to school-wide/district-wide needs				
Satisfactory communication with departmental staff and administration				
Support of staff:				
- So as to improve instruction				
- To carry out the curriculum/program				
- In a timely manner				
Awareness of new trends and current practices in program area				
Development and implementation of curriculum/program				
Delegation of responsibility				
Satisfactory preparation and completion of reports				
Effective preparation and management of budget				
Effective management of materials and equipment				
Effort to achieve goals:				
- Personal				
- Department/school				

Explanatory comments and/or suggestions for improvement:

Groton-Dunstable Regional School District  
Coordinators Summative Evaluation Form

**Part II - Evaluator's Comments**

To be completed by June 15.

Narrative by evaluator reflecting on progress in achieving goals this year.

Comments and/or suggestions for future goals:

Recommend rehire as curriculum/student services coordinator:

YES

NO

\_\_\_\_\_

\_\_\_\_\_

The evaluatee's signature indicates only that she/he has read the evaluation. The evaluatee may append dissenting or clarifying remarks when in disagreement with an evaluation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluatee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluator

Groton-Dunstable Regional School District  
Coordinators Summative Evaluation Form

**Part III - Optional Curriculum Leadership Summary/Reflection**

Complete any and/or all questions to provide input into your summative evaluation.

1. What were key accomplishments within your department, other than those highlighted by your goals?
2. Highlight any professional development that you led, in or out of the district, during the year. What was accomplished?
3. Highlight any professional development in which you've been involved, in or out of the district, during the year. How did it help you?
4. What committees did you serve on during the year? In what ways did you contribute?
5. What grants did you write/receive/participate in?
6. What honors, recognition did you receive either locally or beyond?
7. What else might you like highlighted on your evaluation?

## ARTICLE XXXI - PROFESSIONAL DEVELOPMENT COMMITTEE

The employer and the Association agree to convene a joint Professional Development Committee to discuss professional development offerings provided to bargaining unit members. The committee will meet four (4) times per year, two (2) times in the first half of the school year and two (2) times in the second half of the school year. When the meetings take place, members of the Professional Development Committee will be provided with a substitute for half the work day to cover their absence from work. The meetings will be co-chaired between an Association member and an Administrative representative. The committee shall not consist of more than ten (10) people and have representatives from all levels and all buildings. Official notes shall be taken at meetings and approved at the next subsequent meeting. The parties shall be empowered to jointly collect data from bargaining unit members and administrators. The task of the committee shall be to assess the Professional Development needs of the District and bargaining unit members and to plan and/or bring Professional Development offerings to the District to meet those needs. Discussions will include, but not be limited to, the current educational trends and professional development needs of educators to maintain their license. Progress, conclusions and recommendations of the committee shall be submitted to the Superintendent. In a situation where the recommendations of the joint Professional Development Committee are not to be implemented, the Superintendent shall provide the Joint Professional Development Committee with the reasons in writing why the recommendations are not going to be followed.

The parties agree to create a sub-committee of the School Committee and the Association bargaining teams called the Stipends Committee. The Stipend Committee shall consist of four (4) representatives of the School Committee and four (4) representative of the Association. The Stipends Committee shall be co-chaired by a representative of the School Committee and the Associations. The Stipends Committee shall be entitled to financial information from the District in order to conduct its work. The Stipends Committee shall make its recommendations to the full bargaining committee.

## ARTICLE XXXII - DURATION - NEGOTIATIONS PROCEDURES

**Section 1.** This agreement shall become effective as of September 1, 2014 and shall continue in effect to and including August 31, 2017, and shall thereafter automatically renew itself for successive terms of one year each, unless the Committee or the Association shall have been given the other party written notice of its desire to modify or terminate this agreement by November 1, 2016 or any subsequent November 1<sup>st</sup>. If after any such notice, the Committee and the Association have failed to reach agreement, a jointly, or either of them separately may petition the State Board of Conciliation and Mediation to initiate fact finding in accordance with the provisions of Chapter 150E.

**Section 2.** During negotiations the Committee and the Association will present relevant data, exchange points of view, and make proposal and counterproposals.

If negotiation meetings are scheduled at the request of the Committee during school hours, representatives of the Association, not to exceed five (5) in number, will be relieved from all regular duties during such hours in order to permit their participation in such meetings.

The Committee will make available to the Association for inspection all public records of the School System. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Any agreement reached in such negotiations will be reduced to writing, signed by the Committee and the Association, and will be incorporated in, or become an addendum to, this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seal by their duly authorized representatives on this 31st day of August 2020.

**GROTON-DUNSTABLE REGIONAL  
SCHOOL COMMITTEE**

**GROTON-DUNSTABLE EDUCATORS'  
ASSOCIATION**

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
President

Groton-Dunstable Regional School  
Unit A Salary Schedule  
**Schedule A**  
**2020-2021**

Step	B	B15	M	M15	M30	M45	M60
1	\$ 48,849.30	\$ 49,989.52	\$ 53,835.68	\$ 55,374.94	\$ 56,910.10	\$ 58,447.84	\$ 60,205.86
2	\$ 51,272.24	\$ 52,552.93	\$ 56,399.07	\$ 57,936.30	\$ 59,473.55	\$ 61,012.82	\$ 62,769.24
3	\$ 54,226.58	\$ 55,912.43	\$ 59,691.39	\$ 61,055.56	\$ 63,409.27	\$ 65,093.07	\$ 66,849.52
4	\$ 57,172.76	\$ 58,844.39	\$ 62,704.75	\$ 64,386.56	\$ 66,495.92	\$ 68,238.80	\$ 69,995.24
5	\$ 60,283.87	\$ 61,941.25	\$ 65,856.61	\$ 67,536.33	\$ 69,851.38	\$ 71,525.03	\$ 73,281.50
6	\$ 63,172.00	\$ 64,845.73	\$ 68,827.40	\$ 70,497.08	\$ 72,926.64	\$ 74,709.76	\$ 76,457.80
7	\$ 66,521.51	\$ 68,191.15	\$ 72,239.70	\$ 73,909.37	\$ 76,492.91	\$ 78,160.57	\$ 79,908.56
8	\$ 70,004.71	\$ 71,684.48	\$ 75,785.72	\$ 77,467.56	\$ 80,176.73	\$ 81,858.56	\$ 83,606.58
9	\$ 75,086.79	\$ 76,600.06	\$ 79,495.88	\$ 81,163.54	\$ 84,022.64	\$ 85,694.32	\$ 87,442.35
10			\$ 83,976.02	\$ 85,773.22	\$ 87,986.10	\$ 89,661.86	\$ 91,409.86
11				\$ 87,059.82	\$ 92,922.17	\$ 94,612.09	\$ 96,360.04
12					\$ 94,315.99	\$ 96,031.26	\$ 97,805.44

## Schedule B-1

General Fund Stipends – Not Enrollment Based; Activities in B-1 will run if supported by available funds.

<b>Level</b>	<b>Position</b>	<b>2020-2021 0.5%</b>
District	New Teacher Induction Program Co-Facilitator	\$2,297.00
ES	Student Council (FR)	\$574.26
ES	Student Council (SU)	\$574.26
ES	Content Area Coordinator - ELA	\$5,444.33
ES	Content Area Coordinator - Math	\$5,444.33
ES	Content Area Coordinator - Science	\$5,444.33
ES	Content Area Coordinator - Social Studies	\$5,444.33
Gr 1-12	Foreign Language Coordinator	\$8,714.82
HS	Content Area Coordinator - ELA	\$5,444.33
HS	Content Area Coordinator - Foreign Language	\$5,444.33
HS	Content Area Coordinator - Math	\$5,444.33
HS	Content Area Coordinator - Science	\$5,444.33
HS	Content Area Coordinator - Social Studies	\$5,444.33
HS	Internship Advisor	\$2,297.00
HS	District Music Advisor	\$1,499.30
HS	Virtual HS Coordinator	\$2,297.00
HS	Best Buddies	\$3,445.49
HS	Class Advisor - Freshman	\$934.23
HS	Class Advisor - Sophomore	\$934.23
HS	Class Advisor - Junior	\$1,237.01
HS	Class Advisor - Senior	\$1,366.03
HS	Student Activities Advisor	\$1,931.20
HS	Student Council	\$2,339.84
HS	GSA	\$819.26
HS	National Honor Society	\$1,880.49
HS	Peer Leader	\$1,984.36
HS	Peer Mediator	\$1,426.71
HS	Yearbook	\$4,585.47
HS/MS	Guidance Coordinator	\$4,805.11
K-12	Fine Arts Coordinator	\$8,714.82
K-12	Health Coordinator	\$8,714.82
K-12	Nursing Coordinator	\$6,973.44
MS	Team Leader - Grade 5	\$2,819.86
MS	Team Leader - Grade 6	\$2,819.86
MS	Team Leader - Grade 7	\$2,819.86

MS	Team Leader - Grade 8	\$2,819.86
MS	Team Leader - Integ. Arts	\$2,819.86
MS	Team Leader - SPED	\$2,819.86
MS	Content Area Coordinator - ELA	\$5,444.33
MS	Content Area Coordinator - Foreign Language	\$5,444.33
MS	Content Area Coordinator - Math	\$5,444.33
MS	Content Area Coordinator - Science	\$5,444.33
MS	Content Area Coordinator - Social Studies	\$5,444.33
MS	Rainbow Connection Club	\$819.26
MS	Class Advisor - Grade 5	\$934.23
MS	Class Advisor - Grade 6	\$934.23
MS	Class Advisor - Grade 7	\$934.23
MS	Class Advisor - Grade 8	\$934.23
MS	Student Council	\$1,093.33
MS	Yearbook	\$2,292.74

- Coordinators will be expected to work an equal number of days before and after the Unit A contract year, as specified in the chart below. Two of these days may be at the discretion of the Director of Curriculum and Staff Development, assuming appropriate advanced notice is given.

Days beyond the Unit A Contract	
.33 Coordinators	4
.5 Coordinators	6
Nursing Coordinator	8
Full time in other roles	0

### Schedule B-2

User Fee Stipends – Enrollment Based; Activities in B-2 will run contingent upon user fees and enrollment.

Level	Position	2020-2021 0.5%
ES - CE	Drama Coordinator (FR)	\$3,790.05
ES - CE	Drama Technical Advisor (FR)	\$1,880.49
ES - CE	Drama Choreographer (FR)	\$918.79
ES - CE	Music Advisor (FR)	\$3,342.13
ES - CE	Elementary Band	\$9,785.20
ES - CE	Play Advisor (SU)	\$3,790.05
HS	Drama Advisor (club/full year)	\$2,297.00



HS	Drama Director (fall)	\$3,759.23
HS	Drama Director (spring)	\$3,759.23
HS	One-Act Advisor (winter)	\$3,759.23
HS	Drama Technical Advisor (divided equally between 3 plays))	\$1,880.49
HS	Drama Production (full year; fall, winter, spring)	\$1,722.75
HS	Academic Team	\$574.26
HS	After School Music Advisor	\$0.00
HS	a. Jazz Band	\$1,287.51
HS	b. Concert Band	\$1,287.51
HS	c. Chorus	\$647.18
HS	Art Honor Society	\$918.79
HS	Debate Club	\$574.26
HS	Literary Magazine	\$684.44
HS - CE	After 2 Club (per session)	\$1,653.84
HS	Math League	\$624.54
HS	Mock Trial	\$574.26
HS	Music Honor Society	\$918.79
HS	Newspaper	\$2,033.59
HS	Chamber Music Director	\$1,912.24
HS	Robotics	\$1,368.85
HS	Thespian Honor Society	\$918.79
K-12	Destination Imagination Coordinator	\$1,148.49
MS	Sports Liaison	\$2,998.60
MS	Math League	\$624.54
MS - CE	Drama Club Director (fall)	\$3,790.05
MS - CE	Drama Club Director (spring)	\$3,790.05
MS - CE	Drama Club Music Director (fall)	\$3,342.13
MS - CE	Drama Club Music Director (spring)	\$3,342.13
MS - CE	Drama Club Technical Advisor (fall)	\$1,880.52
MS - CE	Drama Club Technical Advisor (spring)	\$1,880.49
MS - CE	Drama Parent Liaison	\$1,860.57
MS - CE	Literary Magazine	\$684.44
MS - CE	Newspaper Club	\$1,507.13
MS - CE	Homework Club	\$1,722.75
MS	Trip Coordinator	\$1,515.34
MS	Trip Chaperone/RN (per night)	\$144.27
MS	Trip Home Site Coordinator	\$287.12
MS - HS - CE	Ski Club (stipend includes salary + travel reimbursement)	\$1,148.50

## Schedule C

If activities listed in Schedule C run, they will be based on an hourly rate.

<b>Level</b>	<b>Position</b>
ES - CE	Acting Crazy Club
ES - CE	Arts & Crafts Club (FR)
ES - CE	Arts & Crafts Club (SU)
ES - CE	Beginning Sewing (FR)
ES - CE	Beginning Sewing (SU)
ES - CE	Chess Club
ES - CE	Drawing for Fun (SU)
ES - CE	Flag Football
ES - CE	Floor Hockey Club (SU)
ES - CE	Fun with Watercolors (SU)
ES - CE	Gymnastics Club (SU)
ES - CE	Math Club
ES - CE	Tennis Club
HS	Unified Sports Program
HS	Peers Making Peace
HS	Art Club
HS	Biology Club
HS	Creative Writing Club
HS	Environmental Club
HS	Failure Club
HS	Game Club
HS	Groton Community Dinner Club
HS	Japanese Culture & Anime
HS	Latin Club
HS	Leadership Team
HS	Mountain Biking Club
HS	Ping-Pong Club
HS	Shed-A-Little Light Club
HS	Spanish Club
HS	Tech Camp
HS	Vegetarian Club
HS	Woman's History Month Committee
HS	Young Republicans
HS	Crusaders for Conversation
HS - CE	Strength & Conditioning Club
HS - CE	Ultimate Frisbee Club

MS - CE	Cartooning Club
MS - CE	Ceramics Club
MS - CE	Engineering Design Club
MS - CE	Guitar Club
MS - CE	Holiday Craft Club
MS - CE	Jazz Ensemble
MS - CE	Magic: The Gathering Club
MS - CE	Minecraft Club
MS - CE	Online Gaming Club
MS - CE	Peacemakers Club
MS - CE	Photography Club
MS - CE	Pre-Robotics Club
MS - CE	Strategy and Board Games Club
MS - CE	Talent Show Club
MS - CE	Tennis Club
MS - CE	Theatre Workshop
MS - CE	Volleyball Club

**Coaching - 2020-2021 – 0.5%**

<b>Level</b>	<b>Group A</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Varsity	Football	\$8,475.54	\$8,934.09	\$9,389.72	\$9,838.56
3 Varsity Assistants		\$4,520.73	\$4,764.86	\$5,007.84	\$5,247.24
Freshman		\$3,767.28	\$3,970.69	\$4,173.20	\$4,372.69
	<b>Group B</b>				
Varsity	Basketball	\$5,680.99	\$5,988.97	\$6,295.21	\$6,596.29
J.V.	Hockey	\$4,261.60	\$4,507.64	\$4,750.22	\$4,992.78
Freshman	Soccer	\$3,907.20	\$4,129.12	\$4,352.76	\$4,578.18
	Lacrosse				
	Fall Cheerleading				
	Winter Cheerleading				
	<b>Group C</b>				
Varsity	Field Hockey	\$5,133.79	\$5,512.39	\$5,813.48	\$6,121.44
J.V.	Baseball	\$3,907.20	\$4,149.77	\$4,392.36	\$4,638.38
Freshman	Softball	\$3,644.82	\$3,836.65	\$4,043.82	\$4,262.21
	Track & Field				
	Cross-Country				
	Volleyball				
	<b>Group D</b>				
	Tennis	\$4,733.04	\$5,026.03	\$5,345.50	\$5,650.02
	Golf	\$4,733.04	\$5,026.03	\$5,345.50	\$5,650.02
	<b>Group E</b>				
	Middle School All Sports	\$3,762.68	\$3,986.33	\$4,210.00	\$4,435.38
	Ski Racing	\$3,762.68	\$3,986.33	\$4,210.00	\$4,435.38
	<b>Group F</b>				
	Assistant Track and Field	\$2,603.14	\$2,743.71	\$2,890.89	\$3,046.81

Each head coach whose team engages in post season play (District and State Championships) shall receive \$175 for the first week or partial week of such play. Thereafter, the head coach will receive \$175 for each full week of post season play and a per diem rate of \$25 per day for partial weeks.

Those persons holding a position on the Athletic Schedule shall be paid the total amount due at the completion of the duties of said position. The Athletic Director will indicate when said duties have been completed.

The rate for intramural work shall be \$30 per hour for the term of the Agreement.

### **ADDENDUM I - Domestic Partner Definition**

A domestic partnership shall exist between two persons of the same or opposite sex and each of them shall be the sole domestic partner of the other if:

1. Both parties are at least eighteen (18) years of age or older, and of legal age of consent and competent to enter into a contract in the state in which they reside;
2. Both parties currently share a common residence and have shared said residence for at least three months;
3. Both parties are not married to anyone and not related by adoption, or blood to a degree of closeness that would otherwise bar marriage in the state in which they legally reside;
4. Both parties are in a relationship of mutual support, caring, and commitment and intend to remain in such a relationship in the immediate future;
5. Both parties are jointly responsible for basic living expenses;
6. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit or has been a party to an action or proceeding to a divorce or annulment.