



**AGREEMENT BETWEEN
THE
TEWKSBURY SCHOOL COMMITTEE
AND
TEWKSBURY TEACHERS ASSOCIATION
SEPTEMBER 1, 2012 — AUGUST 31, 2015**



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PREAMBLE

AGREEMENT made this 11th day of April, 2012 effective as of September 1, 2012 by the Tewksbury School Committee (hereinafter referred to as the "Committee") and the Tewksbury Teachers Association (hereinafter referred to as the "Association"), that

WHEREAS, the prime purpose of said Committee is to provide education of the highest possible quality for the children of Tewksbury and that the morale within the teaching staff of Tewksbury is essential to the achievement of that purpose, and that

WHEREAS, the said Committee duly elected by the registered voters of Tewksbury has the final responsibility for establishing the educational policies for the public schools of Tewksbury, and

WHEREAS, the Superintendent of Schools of Tewksbury (hereinafter referred to as the "Superintendent") has the responsibility for carrying out the policies so established, and

WHEREAS, the teaching staff of the public schools of Tewksbury has the responsibility for providing in the classrooms of the schools education of the highest possible quality consistent with the policy of said Committee, and

WHEREAS, fulfillment of these respective responsibilities mentioned above can be facilitated and supported by consultations and free exchange of views and information between the Committee, Superintendent, and teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff,

NOW, THEREFORE, in witness thereof, the Committee and the Association, in order to give effect to these declarations and in consideration of their mutual promises, hereby agree as follows:

ARTICLE I RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of:

All professional employees excluding the positions of: Superintendent of Schools, Assistant Superintendent for Curriculum and Instruction, Business Manager, all Principals and Assistant Principals, Special Needs Coordinator, Director of Data Processing, System-Wide Team Chairperson, and nurses.

ARTICLE II CONTRACTUAL AGREEMENT

Subject to the provisions of this Agreement, the wages, hours and other conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable.

This Agreement is a complete agreement between the parties covering all mandatory subjects in bargaining. 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 negotiate further in the modifications or additions to this Agreement which are to be effective during the term hereof.

The parties agree that their relations shall be governed by the terms of this Agreement. To the extent any other practices or policies are in direct conflict with this Agreement, this Agreement shall prevail.

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

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Educational Reform Act of 1993, and any subsequent amendment thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Educational Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons and entities other than those expressly named herein.

ARTICLE III COMMITTEE RIGHTS

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Tewksbury the Committee has the final responsibility for establishing educational policies and allocating resources for the Tewksbury School System.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee and/or the Superintendent by the Statutes of the Commonwealth or the rules and the regulations of any pertinent agency of the Commonwealth.

As to every matter not covered by this Agreement, and except as expressly modified by this Agreement, the Committee and/or the Superintendent retains exclusively to themselves all rights and powers that they have by law, or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of arbitration.

ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. During those times when custodians are regularly on duty, the Association may use school buildings without cost for their meetings, except to the extent that a particular facility within the building is being used for other school functions. The principal of the building will be notified one (1) day in advance of the time and place of all such meetings. In cases of unforeseen circumstances, the time limit may be waived. The Association will make application for such use on forms provided by the Superintendent's office.

Section 2. There will be one (1) bulletin board in each school building, placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association and Committee material. Copies of official Association notices, etc., will be given to the building principal prior to or at the time of posting.

Section 3. The Committee hereby accepts the provisions of Section 17c of Chapter 180 of the General Laws of Massachusetts, and in accordance therewith shall certify to the Treasurer of Tewksbury all payroll deductions for the payment of dues to the Association duly authorized by each and any employee covered by this Agreement. Said dues deduction shall be made in equal installments on a bi-weekly basis from November to May provided that authorizations are in by October 1.

Section 4. An updated copy of Committee policies will be furnished to the Association and will be revised as changes are made during the school year.

Section 5. The Association shall be provided with copies of the minutes of official public School Committee meetings. In return the Association shall provide the Committee, Superintendent and Principals with copies of all minutes of its Executive Board and General Meetings.

Section 6. The Association agrees that it shall be unlawful for any employee to engage in, induce, or encourage any strike or concerted work stoppage, slow down or withholding of services by such employees.

Section 7. There shall be no discrimination in regard to race, creed, color, religion, nationality, age, sex or marital status.

Section 8. The President of the Association shall be relieved of all non-teaching duties in his/her building, including study hall. Such duties shall be distributed equitably among the teachers in his/her building during the school year of the President's term. The Association shall notify the administration by August 1st as to who the President and all officers and building representatives shall be for the next school year.

Release time will be scheduled for monthly meetings with the Superintendent and the Association President will be released from other responsibilities, with the prior approval of the Superintendent, to represent members in meetings with the Superintendent which cannot be scheduled after the work day.

Section 9. In the event the President of the Association, or his/her designee under conditions set forth in this Section, visits a school during school hours on Association business, he/she shall acknowledge his/her presence to the principal and state the purpose of the visit. The president may designate someone for purposes of this Section as follows:

- (a) The President may designate a member of the Association to collect "coke machine" money for the Association's Scholarship Fund during such teacher's free period, providing the free period is the last period of the day. The teacher so designated will check in and out of the school buildings according to building sign-out procedures.
- (b) In the event the President is absent, or is otherwise on assignment, the President may designate a member of the Association to carry out Association business.

In such event, the President shall notify the Office of the Superintendent and call the Principal's Office of the school of the member so designated. It is understood that the President normally would designate no more than one (1) person on any given day.

ARTICLE V GRIEVANCE PROCEDURE

The purpose of the procedure set forth below is to produce prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.

GENERAL PROVISIONS

Section 1. A grievance is defined as a dispute between a member of the bargaining unit covered by this Agreement, or the Association, and the Committee over the interpretation or application of a specific provision or provisions, of this Agreement; or, the alleged inequitable or discriminatory treatment of an employee under such provision(s).

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

Section 2. The aggrieved employee may, if he so wishes, be represented by the Association at any level of the grievance procedure.

Section 3. 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.

Section 4. In the event that a grievance is filed late in the school year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced, if either party so wishes, so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

Section 5. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Tewksbury for any employee involved in presenting such grievance, except such school department may maintain a file separate from the personnel file concerning such grievance.

Section 6. The Association or its President may initiate a grievance that relates to a group of teachers. Said grievance shall be submitted directly to the Superintendent within ten (10) school days of its occurrence at Level Two and shall commence at Level Two.

Section 7. If at the end of ten (10) school days next following the occurrence of any grievance or ten (10) school days next following the date of first knowledge of its occurrence by the teacher affected by it, the grievance shall not have been presented at Level One of the procedure set forth below, the grievance shall be deemed to have been waived; and any 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 therefore.

Level One: The grievance shall be presented in writing, stating the nature of the grievance and citing the specific article(s) of the grievance, by the teacher to the appropriate principal and/or immediate supervisor who shall meet with the teacher in an effort to resolve the grievance. In addition to any other party desired by the grievant, the grievant shall be in attendance, at Level One at the presentation of the grievance for the purpose of making and/or listening to the presentation and assisting in the resolution of the grievance at the earliest possible opportunity. In the event the grievant cannot be present because of physical disability or school not being in session, then the requirement of attendance shall either be waived by the Superintendent or the date of presentation adjourned to a date when the grievant, at the earliest opportunity, can be present.

Level Two: If at the end of five (5) school days next following such written presentation the grievance shall not have been disposed of to the satisfaction of the teacher, the written grievance may be presented within the next five (5) school days to the Superintendent, who shall, within five (5) school days thereafter, meet with the teacher in an effort to settle the grievance.

Level Three: If at the end of ten (10) school days next following the meeting with the Superintendent the grievance shall not have been disposed of to the satisfaction of the teacher, the teacher may refer the written grievance to the Committee within five (5) school days. Within fifteen (15) school days after receipt of the written grievance, the School Committee or a subcommittee thereof shall meet with the teacher in an effort to settle the grievance.

Level Four: If at the end of ten (10) school days next following the meeting the grievance shall not have been disposed of to the satisfaction of the teacher, the Association, by giving written notice to the Committee within five (5) school days next following the conclusion of such period of ten (10) school days, may submit the grievance to arbitration.

ARBITRATION

Section 8. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. In the event of mutual selection of an arbitrator, the arbitrator shall function under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the Committee and the Association cannot agree within five (5) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within five (5) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration rules. In the event the moving party so chooses, the matter may be referred to the Massachusetts Board of Conciliation and Arbitration rather than the American Arbitration Association within the time limits specified above.

Section 9. The fees of the American Arbitration Association and/or of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 10. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 11. The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. If the Committee raises an issue of arbitrability, the Committee may go forward at the discretion of the arbitrator on that issue first.

Section 12. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties throughout the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The obligation of the Committee to pay shall be limited to the obligations which the Committee may legally undertake, and in no event shall any present or future member of the Committee or the Association have any personal obligation for payment under the provisions of this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

ARTICLE VI EVALUATION

Section 1. All observation by any means for the purpose of evaluating the professional performance of a teacher will be conducted openly and with the full knowledge of the teacher. Observations shall not be conducted by the use of the public address or audio systems. Teachers will review and will be given a copy of any evaluation report prepared by their

evaluator(s). After such review, the teacher will sign the report to indicate that the review has been completed; this signature does not necessarily indicate agreement by the teacher with the written comments of the administrator on the evaluation report. In the event of an unfavorable evaluation report, the teacher shall have the right to present to the Superintendent a written statement of his/her disagreement with said report and his/her statement, if presented, shall be attached to the file copy of the evaluation report.

Section 2. A. A teacher has the right, upon request, to review the contents of his/her personnel file, provided this is done during regular office hours by appointment, as provided by Chapter 71, Section 42c.

B. No material critical to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.

C. Following the review of said material the teacher will be afforded the opportunity to attach a statement of position.

Section 3. Any complaints which, in the opinion of the administrator, have merit regarding a teacher made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the teacher, and the essential details shall be given.

Section 4. A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Notwithstanding the foregoing, the Superintendent retains his/her exclusive right under State law to discharge, appoint or not to reappoint teachers without professional teacher status.

B. In the event that a principal is considering a recommendation for non-rehire of a teacher without professional teacher status, the Superintendent agrees that he/she and the principal(s) shall follow the procedure set forth below:

- (1) Notification in writing of the intent not to recommend rehiring shall be given by the principal to the affected teacher by April 1.
- (2) Upon a written request of the teacher by April 15, the teacher's principal shall meet with the teacher and discuss the reasons for the intent not to recommend rehiring by April 30.
- (3) Upon written request of the teacher by May 15, the teacher shall have a right to a meeting with the Superintendent prior to the Superintendent's actual decision to hire or not to rehire so that said teacher can present his/her views before said decision. The teacher may have a representative of his/her choosing present at said meeting.
- (4) The Superintendent retains his/her right to hire or not to rehire as stated in Section 4A. above so long as the procedures set forth above are followed.

- (5) All conditions of this Section 4B. apply only in the case of non-rehire for unsatisfactory performance based on the evaluation process. It does not apply to situations of non-rehire in which circumstances or conditions require the Superintendent to make adjustments or changes in the teaching staff.

Section 5. Teachers shall not be reprimanded in front of students or Committee employees on school premises. Nothing in this Section shall prevent a teacher from being disciplined by an administrator. If an administrator is to recommend or take disciplinary action against a teacher (suspension, loss of salary, discharge), the teacher may have a representative present if the teacher so requests.

At any meeting at the Superintendent's level in which disciplinary action may result, the employee, if he/she so requests, may have a Union representative present. This shall not apply to any investigatory or fact-finding meeting.

Section 6. Formal evaluation for teachers with nonprofessional status shall be conducted at least twice during the school year. In the event that a teacher with nonprofessional status is not making adequate progress, additional evaluation may take place. Teachers with professional status will be formally evaluated at least biannually in accordance with State Law.

Section 7. The evaluation of all bargaining unit personnel shall be conducted in accordance with the evaluation system adopted by the Tewksbury School Committee and the Tewksbury Teachers Association, effective September 1, 1995; which evaluation system is attached hereto as Appendix E.

Any future recommendation(s) to amend the teacher evaluation system shall be subject to the bargaining obligations and procedures contained in Chapter 71, Section 38 and Chapter 150E.

Section 8. The Evaluation Process and Instrument, as delineated in the 2011–2012 Collective Bargaining Agreement and subsequently contained in the 2012 – 2015 Collective Bargaining Agreement, shall not be changed until the evaluation subcommittee returns recommendations to the bargaining teams, subject to ratification by the bargaining unit and approval by the School Committee. The evaluation subcommittee shall be formed and shall consist of representatives selected by the TTA Co-presidents/President and representatives selected by the School Committee/Superintendent

The work of the subcommittee will be submitted to the respective bargaining teams and the bargaining teams will consider the work of the subcommittee. Upon agreement by the respective bargaining teams the document will be presented for ratification by the bargaining unit and approval by the School Committee. Upon ratification and approval the document will become Appendix E of the Contract between the Association and the Committee.

ARTICLE VII SALARIES

Section 1. All persons on the teaching salary schedules shall be paid in twenty-six (26) equal installments, payable every other Friday, excepting when said Friday is a holiday, whereupon payment shall be made on the last school day preceding that Friday whenever practicable and possible. The teachers shall continue to have the option to receive the July and

August checks in a single payment at the conclusion of the school year. In lieu of a twenty-six (26) installment pay plan, any teacher may elect to receive his/her salary in twenty-two (22) equal installments, payable every other Friday, excepting when said Friday is a holiday, whereupon payment shall be made on the last school day preceding that Friday whenever practicable and possible. When the town makes available direct deposit of paychecks to its employees, the Committee will promptly make every effort to secure the same benefit for members of the bargaining unit.

Section 2. Additional credit not to exceed four (4) years for military experience, and not to exceed two (2) years for Peace Corps and Vista work will be given upon initial employment, if the Military, Peace Corps and Vista experience was directly related to the teaching profession. The School Committee shall be the sole judge of evaluation of non-certified credit.

Section 3. On the initial election of a teacher, teaching experience, degree status, and any related experience will be given fair and appropriate consideration for placement on the salary schedule. Evaluation of the related experience shall be at the sole discretion of the School Committee.

Section 4. A. Any teacher who works ninety (90) or more consecutive days in Tewksbury in any school year shall receive a full year's credit for purposes of this Agreement except as may otherwise be provided in Article XXIX "Reduction In Force."

B. Any teacher who is a permanent substitute for more than ninety (90) consecutive days in Tewksbury in any school year and signs an individual contract for the succeeding school year shall receive a full year's increment for that substituting experience. This section shall not apply to day to day substitutes who might fill in for ninety (90) consecutive days in different assignments.

Section 5. New personnel offered contracts in the Tewksbury School System will be informed of the then existing salary schedule and the specific provisions of this Article relative to salary placement.

Section 6. Employees filling Interscholastic Athletic Positions in Appendix B shall receive payment for said positions in one lump sum at the end of the coaching season.

Section 7. A. Comprehensive Salary Adjustment I

With effect on the first pay period of the 2000-2001 school year, each step on the salary schedule in effect at the end of the 2000-2001 school year shall be increased in an amount equal to three per cent (3.0%). See *Appendix A-1, Teachers Salary Schedule, incorporated herein and made a part hereof.*

B. Comprehensive Salary Adjustment II

1. With effect on the first pay period of the 2001-2002 school year, each step on the Bachelors, Bachelors + 15, Bachelors + 30, and Masters salary schedules in effect at end of the 2001-2002 school year shall be increased in an amount equal to three per cent (3.0%). See *Appendix A-2, Teachers' Salary Schedule, incorporated herein and made a part hereof.*

2. With effect on the first pay period of the 2001-2002 school year, each step on the Masters + 15, Masters + 30, Masters + 45/CAGS, Masters + 60/Doctorate, and a new seven (7) step salary level to be defined as "Masters + 75/Doctorate + 15 shall be increased by a flat rate amount as follows: (See Appendix A-2, Teachers' Salary Schedule, incorporated herein and made a part hereof)

a.	Masters +15	\$1,200
b.	Masters +30	\$2,400
c.	Masters +45/CAGS	\$3,600
d.	Masters +60/Doctorate	\$4,800
e.	Masters +75/Doctorate +15	\$6,000

C. Comprehensive Salary Adjustment III

With effect on the first pay period of the 2002-2003 school year, each step on the salary schedule in effect at the end of the 2001-2002 school year shall be increased in an amount equal to three percent (3.0%). See Appendix A-3, Teachers' Salary Schedule, incorporated herein and made a part hereof.

Section 8. As of the date of the execution of the 2012 – 2015 Collective Bargaining Agreement Article VII, Section 8 has been deleted. The actual language deleted from the Agreement is to be contained in the 2012 - 2015 Memorandum of Agreement.

Section 9. Bargaining unit members who have earned forty-five (45) additional credits beyond the Masters Degree in accordance with the Guidelines For Salary Differentials set forth in Appendix D of this Agreement, shall be placed at the corresponding step of the CAGS salary differential; that is to say, by way of example that a bargaining unit member holding the requisite degree requirements and who would otherwise have been placed on step 5 of the Masters Degree plus 30 (M+30), shall be placed on step 5 of the CAGS/Masters plus 45 (M+45) schedule.

Section 10. Bargaining unit members who have earned sixty (60) additional credits beyond the Masters Degree in accordance with the Guidelines For Salary Differentials set forth in Appendix D of this Agreement, shall be placed at the corresponding step of the Doctoral salary differential; that is to say, by way of example, that a bargaining unit member holding the requisite degree requirements and who would otherwise have been placed on step 5 of the Masters Degree plus 30 (M+30), shall be placed on step 5 of the Doctoral/Masters plus 60 (M+60) schedule.

Section 11. Whenever any Appendix B position is newly established during the term of this Agreement, the parties agree that they shall meet within thirty (30) days of the date that the School Committee has voted to establish and fund said Appendix B position for the purpose of negotiating a salary rate for said position.

Section 12. All other stipends or other monetary compensation on which the parties reach agreement are hereby incorporated into the Agreement at the time agreement is reached and shall be printed as part of Appendix B in the subsequent Agreement.

Section 13. Longevity is found in Appendix A of this Agreement.

Section 14. The Committee will continue the Voluntary Separation Program for Senior Staff through June 30, 2010 on the same terms and conditions applicable in the 2002-2003 document

appended herein as Appendix G. The Committee will annually determine whether financial resources exist to fund the Program in 2007-2008, 2008-2009 and 2009-2010. The Committee's decision whether to fund the Program shall not be subject to the grievance and arbitration provisions of the Agreement. This Section 14. and Appendix G. will expire at the conclusion of the 2009-2010 fiscal year unless the parties agree in writing to extend the provisions of this Section 14. and Appendix G.

**ARTICLE VIII
PROFESSIONAL RESPONSIBILITIES**

Section 1. A. The usual starting and dismissal times for students and teachers will be as follows:

School	Students	Teachers
High School	7:30 a.m. – 1:49 p.m.	7:10 a.m. – 2:10 p.m. *
Middle School (Wynn)	7:35 a.m. – 1:55 p.m.	7:15 a.m. – 2:15 p.m.*
Upper Elementary (Ryan)	8:15 a.m. – 2:27 p.m.	7:50 a.m. – 2:40 p.m. *
Dewing / North Street / Trahan / Heath Brook /	9:00 a.m. – 3:00 p.m.	8:30 a.m. – 3:15 p.m. *
Kindergarten	9:00 a.m. – 11:30 a.m. 12:30 p.m. – 3:00 p.m.	8:30 a.m. – 3:15 p.m. *
Integrated Pre-school	8:15 a.m. – 2:15 p.m.	7:45 a.m. – 2:30 p.m. *

*The workday will be extended an average of fifteen (15) minutes per day, Monday through Thursday, but shall be implemented in a flexible manner by each individual teacher, with the approval of the building principal. The additional time is expressly for providing extra help for students or meeting with parents.

Said starting times and dismissal times are subject to modification by the School Committee as long as the school day is not lengthened and provided that the Committee or administration consults the Association prior to implementing such change.

B. It is understood that teachers will remain beyond this normal dismissal time for such period as the teacher finds is necessary for the completion of his/her professional responsibility, including duties assigned by the principal such as bus duties and such items as providing extra help outside of normal class time to students so requiring, or to meet specific appointments with parents.

C. Personnel covered by this Agreement other than classroom teachers will work at their assigned tasks for the same number of hours as the regular teachers.

D. In order to facilitate those activities undertaken by a bargaining unit member pursuant to his/her responsibilities as a professional and the terms of this Agreement, such unit members shall have the obligation to attend such usual and customary after school faculty meetings as may be scheduled by the Principal; provided, however, that the cumulative total number for all such meetings shall not, except in extenuating circumstances, average more than one (1) meeting per month during the school year.

Section 2. The work year of all teachers (other than new personnel who may be required to attend one additional orientation session) shall begin no earlier than September 1 and terminate no later than June 30; it being the further understanding of the parties that the work year for all bargaining unit members shall, at the option of the Committee, begin no earlier than the Monday prior to Labor Day and shall terminate no later than June 30; provided, however, in the event that the work year shall begin earlier than Labor Day, the Friday prior to Labor Day shall not be scheduled as a work day for bargaining unit members, and the first two (2) days of such work week will be dedicated to non-instructional time.

Effective the first work day of the 2012 - 2013 school year the work year is defined as one hundred eighty-two (182) days, including one (1) day at the start of the school year for teacher orientation and professional development (scheduled on a roughly equal time basis) for which each teacher shall receive additional compensation at his/her per diem rate; one (1) additional professional development day (intended for professional development programs and to assist teachers to meet recertification requirements); and one hundred eighty (180) instructional days meeting the present state requirement for students.

Effective the first work day of the 2013-2014 school year the work year is defined as one hundred eighty-three (183) days, including one (1) day at the start of the school year for teacher orientation and professional development (scheduled on a roughly equal time basis) for which each teacher shall receive additional compensation at his/her per diem rate; a second professional development day contiguous to the first teacher work day (intended for professional development programs and to assist teachers to meet recertification requirements), and a third professional development day to be scheduled during the school year; and one hundred eighty (180) instructional days meeting the present state requirement for students.

Effective the first work day of the 2014-2015 school year the work year is defined as one hundred eighty-four (184) days, including one (1) day at the start of the school year for teacher orientation and professional development (scheduled on a roughly equal time basis) for which each teacher shall receive additional compensation at his/her per diem rate; a second professional development day contiguous to the first teacher work day (intended for professional development programs and to assist teachers to meet recertification requirements); two (2) additional professional development days to be scheduled during the school year; and one hundred eighty (180) instructional days meeting the present state requirement for students.

The following half work days shall be scheduled for staff:

1. The day before Thanksgiving break
2. The day before February vacation
3. The day before April vacation
4. The day before Memorial Day
5. The last scheduled day for students

If any of the half days are cancelled for any reason or in the event that Good Friday falls on the Friday prior to said school vacation, the make-up day will be scheduled on the last full Friday of

that school year. If additional makeup days need to be rescheduled, it will be done with the mutual written agreement of the TTA President and the Superintendent.

One hundred eighty-five (185) student days will be scheduled for the purposes of allowing school cancellation during inclement weather with the understanding that unused days beyond the above stipulated one hundred eighty (180) days for students will be dropped at the end of the school year.

Section 3. The last day of the school year will be scheduled as an early release day for students and staff.

Effective the 2011-2012 work year the Committee shall schedule four (4) early release half-days for professional development. At the high school two (2) of said four (4) scheduled early release half-days shall be used by the staff for NEASC responsibilities as were conducted during the 2009 – 2010 school year.

Section 4. In order to provide for parental conferences each teacher will schedule (1) one afternoon a month (October-May) for an additional one-half (1/2) hour beyond the regular teacher's day, during which time he or she will be available to discuss pupil's progress with parents. Two (2) such parental conferences will be scheduled by each teacher during each month (October-May). Teachers will contact parents of students who they think would benefit from discussion of the child's achievement and progress in school, and set up a meeting at a mutually convenient time. The meeting date so established for each such conference will be entered in a log at the Principal's office prior to the conference. The result of each such conference shall be recorded with the building principal.

Section 5. Pre-school bargaining unit members shall be scheduled to work in accordance with the following working conditions:

- A. Pre-school teachers shall be relieved of lunch/recess duty for a fifty (50) minute period between morning and afternoon preschool sessions, twenty-five (25) minutes of which shall be for the teacher's duty free lunch and twenty-five (25) minutes of which shall be for individual and common planning time.
- B. Preschool teachers shall be assigned classroom teaching responsibilities for four and one half (4 ½) days per week. The remaining half day of two and one half (2 ½) hours will be assigned as evaluation time and ISET meeting time; any remaining time will be available for planning consultation with individual students and teachers.
- C. The preschool teachers will have two hundred forty-five (245) minutes of preparation time each week calculated as follows:

Twenty-five (25) minutes at mid-day, five (5) days per week which equals one hundred twenty-five (125) minutes per week, sixty (60) minutes minimum on Mondays, and up to sixty (60) minutes one (1) other day each week.

The calculation of such times does not include either the thirty (30) minutes before the students' starting time or the fifteen minutes

after the students' dismissal time.

- D. Bus duty will be assigned to available teachers in a reasonably equitable manner.
- E. Equity will be a priority in developing teachers' schedules and class size.
- F. In the event any provision of this Section 5 is in conflict with any other provision of this Article VIII pertaining to working conditions for the preschool bargaining unit members, the provisions of this Section 5 shall prevail.

Section 6. Elementary school (defined as Grades K – 4) bargaining unit members shall be scheduled to work in accordance with the following working conditions:

- A. Each elementary school teacher shall receive an average of two hundred seventy-five (275) minutes per week of planning time calculated on a two (2) week cycle.

The calculation of such times does not include either the thirty (30) minutes before the students' starting time or the fifteen (15) minutes after the students' dismissal time.
- B. Kindergarten teachers shall be relieved of lunch/recess duty for a fifty-five (55) minute period, twenty-five (25) minutes of which shall be for the teacher's duty free lunch and thirty (30) minutes of which shall be for individual and common planning time (such as planning with classroom aides).
- C. Elementary school teachers shall be relieved of lunch/recess duty for a fifty (50) minute period, twenty-five (25) minutes of which shall be for the teacher's duty free lunch and twenty-five (25) minutes of which shall be for individual and common planning time.
- D. Full day kindergarten follows the same schedule as grades 1-4 with regard to lunch and specialist times.
- E. The School Committee will continue its program of providing specialists in the areas of Art, Music, Physical Education, Health and Technology for the elementary grades. When teachers have been relieved of duties or classroom supervision as a result of the specialist or at such other times if they are not assigned teaching or supervisory positions, time will be available for planning or consultation with individual students and teachers.
- F. Elementary teachers shall not be required to be in the room during Art, Music, Health, Physical Education and Technology once control is established and provided the Building Principal grants approval. Such approval shall not be unreasonably withheld.

- G. Bus duty will be assigned to available teachers in a reasonably equitable manner.
- H. Equity will be a priority in developing teachers' schedules, class size and room assignments.
- I. In the event any provision of this Section 6. is in conflict with any other provision of this Article VIII pertaining to working conditions for the elementary school bargaining unit members, the provisions of this Section 6 shall prevail.

Section 7. Upper Elementary School (defined as Grades 5 and 6) bargaining unit members shall be scheduled to work in accordance with the following working conditions:

- A. Academic teams will generally consist of language arts, math, social studies and science.
- B. Fifth grade teams will generally be comprised of two (2) academic teachers, while sixth grade teams will generally consist of four (4) academic teachers.
- C. The goal will be that each two (2) person team will be responsible for a maximum of fifty (50) students and each four (4) person team will be responsible for a maximum of one hundred (100) students.
- D. The total teaching time for each academic teacher shall be twelve hundred twenty-five (1,225) minutes per week.
- E. Each academic teacher shall be assigned to a five (5) minute homeroom daily and one (1) twenty-five (25) minute lunch duty per week.
- F. The total teaching and supervisory time for each exploratory teacher shall be twelve hundred seventy-four (1,274) minutes per week; which time will not include the time for AM/PM bus duty assigned to exploratory teachers. Exploratory teachers will not be assigned homeroom duty.
- G. Professional staff such as guidance/adjustment counselors and librarians may be assigned in an equitable manner up to two (2) lunch blocks per day.
- H. Each teacher will have one (1) individual preparation block per day.
- I. Each academic teacher shall be assigned four and one-half (4½) blocks per week for purposes of common planning.
- J. Each exploratory teacher shall be assigned at least four (4), but not more than four and one-half (4½) blocks per week for purposes of common planning.

- K. Each school day will consist of six (6) blocks: four (4) sixty (60) minute blocks and two (2) forty-nine (49) minute blocks, a lunch block and a five (5) minute non-teaching home room block.
- L. Each academic team will develop its instructional block schedule, such as focus, and SSR blocks, in consultation with the building principal.
- M. Lunch duty and bus duty will be assigned to available teachers in a reasonably equitable manner.
- N. Equity will be a priority in developing teachers' schedules, class size, room assignments and the assignment of non-teaching duties.
- O. In the event that any provision of this Section 7 is in conflict with any other provision of this Article VIII pertaining to working conditions for Upper Elementary School bargaining unit members, the provisions of this Section 7 shall prevail.

Section 8. Middle School (defined as Grades 7 and 8) bargaining unit members shall be scheduled to work in accordance with the following working conditions:

- A. Academic teams will generally consist of language arts, math, social studies, science and a moderate special needs teacher.
- B. Middle School teams will generally consist of four (4) academic teachers and one (1) special education teacher. In the event that the Building Principal determines it is necessary to have "half team(s)", any half teams shall consist of two (2) academic teachers. Other personnel may be assigned to such teams at the discretion of the Building Principal.
- C. The goal will be that each two (2) person team will be responsible for a maximum of fifty (50) students and each five (5) person team will be responsible for a maximum of one hundred (100) students.
- D. The total teaching time and supervisory time i.e. daily five (5) minute homeroom block and twenty-five (25) minute weekly lunch duty for academic and exploratory teachers shall not exceed thirteen hundred (1,300) minutes per week.
- E. Each teacher will have one (1) individual preparation block per day.
- F. The goal will be that each academic teacher shall be assigned to five (5) blocks per week for purposes of common planning; it being the further understanding of the parties that during the term of this Agreement the Building Principal shall assign each academic teacher to four and one-half (4½) blocks per week for purposes of common planning.

The goal will be that each exploratory teacher shall be assigned to five (5) blocks per week for purposes of common planning; it being the further understanding of the parties that during the term of this Agreement the

Building Principal shall assign each exploratory teacher to four (4) blocks per week for purposes of common planning.

- G. Each school day will generally consist of a five (5) minute homeroom block, seven (7) blocks of fifty (50) minutes in duration and a lunch block.
- H. Each academic team will develop its instructional block schedule in consultation with the Building Principal.
- I. Lunch duty and bus duty will be assigned in a reasonably equitable manner among available teachers. Professional staff such as guidance/adjustment counselors and librarian(s) may be assigned in an equitable manner up to two (2) lunch blocks per day.
- J. Equity will be a priority in developing teachers' schedules, class size, room assignments and non-teaching duties.
- K. In the event that any provision of this Section 8 is in conflict with any other provision of this Article VIII concerning working conditions for Middle School bargaining unit members, the provisions of this Section 8 shall prevail.

Section 9. Bargaining unit members employed at the High School shall be scheduled to work in accordance with the following block schedule components:

- A. There will be a 4X4 semester block schedule.
- B. Each block shall be equal to eighty-four (84) minutes in length.
- C. Each teacher shall teach three (3) blocks per day. Department chairpersons shall teach two (2) blocks per day.
- D. It is a goal that no teacher will be assigned more than three (3) preparations per school year, but in no event should any teacher be assigned more than two (2) preparations per semester.

A teacher may request to teach more than two (2) preparations per semester, but such deviation may occur only if a) if it is determined that said request to teach a three (3) preparation workload does not in any way impact any other teacher's two (2) preparation workload during that school year, and b) if the first condition herein is reached, the teacher, the Association and the high school principal sign a memorandum of agreement assenting to the condition of the three (3) assigned preparations that semester and only that semester.

- E. Each teacher shall have one (1) block (84 minutes) per day for preparation. Department chairpersons shall also have one block (84 minutes) per day for department business.
- F. There will be no non-teaching duties.

- G. Equity will be a priority in developing teachers' schedules, class size, and room assignments.
- H. In the event that any provision of this Section 9 is in conflict with any other provision of this Article VIII pertaining to working conditions for High School bargaining unit members, the provisions of this Section 9 shall prevail.

- Section 10.
- A. All teachers shall have an average workday of five and one-half (5 1/2) hours of instruction or supervision not to exceed twenty-seven and one-half (27 1/2) hours per week.
 - B. All teachers shall have a duty free lunch period at least the length of the students' lunch period.
 - C. Secondary school teachers shall not be required to teach more than two (2) different disciplines. Exceptions may be made by mutual agreement between the teacher and that teacher's immediate supervisor.

- Section 11.
- A. The Association and the Committee recognize that participation in or attendance at school-oriented programs outside of normal teaching hours is part of the duties of a truly professional teacher. The parties encourage active participation to the fullest extent, but agree that attendance at evening meetings - other than three per year involving teachers and parents - should be on a voluntary basis.
 - B. Teachers may be asked to serve as chaperones and supervisors at extracurricular activities but such service shall not be mandatory.
 - C. Teacher participation in extracurricular activities shall be voluntary and shall be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement.

Section 12. Any teacher under contract for the next school year, who has applied for a position in another school system, should notify his Principal and the Superintendent of Schools.

Any teacher under contract for the next year, who has accepted a position in another school system, shall, immediately in writing, notify his Principal and the Superintendent of this fact.

Section 13. Teachers who wish to resign shall give four (4) weeks, exclusive of vacations within the academic year, advance notice. No resignations shall be submitted after August 1st to take effect prior to the end of the ensuing school year except for reasons of illness, or other justified cause as approved by the School Committee. In order to expedite the process of maintaining continuity in the professional staff, the Superintendent of Schools has the expressed authority to act on behalf of the School Committee to waive the (4) weeks advance notice stipulation if he/she is able to procure a satisfactory replacement for the resigning party and in this instance has the School Committee's expressed authority to accept a resignation on behalf of the School Committee. In the event the resigning teacher requests to work the full thirty (30) days to avoid an interruption in salary, the teacher will be allowed to work the full thirty (30) day notice period.

Section 14. A teachers' council will be established in each school to meet periodically with the principal on matters of common concern. Teacher participation on such councils will be voluntary.

Section 15 In the event a teacher during his/her preparation period covers the class of an absent teacher, the teacher so substituting shall be compensated at the hourly rate stated in Appendix B.

Section 16. In the event that the students of an absent elementary teacher are divided into other classrooms, the teacher(s) assigned the additional students for that day shall be compensated a fractional amount of the cost to the Committee (substitute's daily rate of pay). For example, if the substitute's daily pay is sixty dollars (\$60.00) and if three (3) teachers are supervising the students of the absent teacher, then each of the three (3) teachers would be compensated one-third (1/3) of the sixty dollar (\$60.00) total, or twenty dollars (\$20.00) per teacher.

ARTICLE IX TEACHER ASSIGNMENT

Section 1. Teachers will be notified of changes in their programs for the coming year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, as soon as practicable and normally no later than the end of the school year. Changes in discipline assignments, grade or student levels after that date may be made because of unexpected resignations and pupil enrollment, including late changes resulting from computerized scheduling, and the teacher affected by such changes shall be notified by telephone at once of said changes. In the event the teacher cannot be reached promptly by telephone, the teacher will be notified forthwith in writing.

Section 2. In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

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. Subject to the provisions of this Article and the applicable Section of Article VII all judgment and responsibility for teacher assignments rests with the School Committee.

Section 5. Teachers who are assigned to more than one (1) school in any one (1) day shall receive the Town approved mileage rate in effect on the date of execution of this Agreement, or as otherwise adjusted by the Town during the life of this Agreement, as the case may be, for interschool travel.

ARTICLE X TRANSFERS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, the parties also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, the parties agree as follows:

Section 1 . Involuntary Transfers

- A. Qualified volunteers will be transferred first.
- B. A teacher's area of certification and seniority as defined in Article XXIX, will be considered in determining which teacher(s) is (are) to be transferred involuntarily. Teachers being involuntarily transferred will be transferred only to a comparable position.
- C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reasons for the transfer.
- D. Notice of transfer shall be given to teachers as soon as practicable and not later than the end of the school year except in an emergency or other unforeseen circumstances.

Section 2. Voluntary Transfers

A. Teachers desiring a transfer will submit a written request to the Superintendent with a copy to the teacher's principal stating the assignment preferred and reason(s) for the transfer. Such requests should be made as early as possible and normally between September 1 and June 30 of each year of school to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing. These requests for transfer shall be handled on the basis of service to the system and the qualifications of the individual involved (qualifications as defined in Section 1 B of this Article). Requests for transfers shall be considered before interviewing outside candidates. A teacher requesting a transfer shall confer with the principal of the school to which the transfer has been requested and should do so promptly after submitting the written request for transfer. The principal will give this teacher foremost consideration but shall be under no obligation to select this teacher.

B. While it is recognized that positions must be filled promptly, the administration will make efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filed. Efforts will be made to keep the information reasonably current, and the administration shall publicize all vacancies existing as of May 1 in particular, but it is recognized that the final responsibility of requesting such transfers is on the individual teacher.

**ARTICLE XI
PROMOTIONS AND APPENDIX B VACANCIES**

Section 1. Whenever any position offering opportunity for professional promotion in day or night school or any position carrying a salary differential covered under Appendix B opens during the school year (September to June), it will be adequately publicized by the Superintendent by posting a notice of said position on the Teachers' Bulletin Boards in each school.

During the months of July and August, written notice of any such vacancy shall be sent to any staff member provided such staff member shall submit two (2) self-addressed stamped

envelopes to the Superintendent, prior to leaving in June for this purpose. Employees shall be entitled to ten (10) days' notice by posting previous to any permanent appointments.

Section 2. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of the applicants and other relevant factors. In filling such vacancies, when in the opinion of the School Committee all factors are substantially equal, preference will be given to qualified teachers already employed by the Committee.

Section 3. The Committee shall inform the Association of any change in status of any promotional positions, elimination of positions, or creation of new positions. If the Committee changes the requirements and/or qualifications for any posted position said position shall be posted anew.

ARTICLE XII CLASS SIZE

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 other educational considerations, insure that classes are of the most effective size for both teacher and pupil. Special attention to class size and/or student load will be given to such special situations as shop areas, drawing areas, laboratory areas and special needs personnel. The Committee will assign students in a reasonable and equitable manner to the best of its ability; however, the final decision as to class size will be made by the School Committee in the best interests of all.

ARTICLE XIII NON-TEACHING DUTIES

The Committee and the Association acknowledges that a teacher's primary responsibility is to teach, and that his/her energies should, to the extent possible, be utilized to this end.

Section 1. Teachers shall not be permitted to drive pupils to activities which take place away from the school building.

Section 2. Except as otherwise provided in this Agreement, non-teaching duties shall be assigned in a reasonably equitable manner to all personnel included in the bargaining unit within each building.

Section 3. Recognizing the need to maintain proper student behavior, decorum and conduct in the corridors, cafeteria, parking lots and elsewhere outside of the classroom, teachers observing inappropriate student decorum, behavior or conduct (for example, bullying, vandalism, fighting or defacing property) shall, with due regard to their personal safety, take reasonable steps to stop such action including forthwith reporting the matter to the appropriate administrator.

Teachers with reasonable cause to believe a student or students are being bullied shall report same to the building principal in sufficient detail as to the basis for their reasonable belief.

ARTICLE XIV

ELEMENTARY TEACHERS IN SPECIALIZED AREAS

Section 1. Teachers not assigned to regular classrooms at the elementary level shall have the same instructional or supervisory time as regular elementary classroom teachers.

Section 2. Non-classroom teachers' schedules shall be developed with their immediate supervisor or principal(s) and, when appropriate, with the Assistant Superintendent for Curriculum and Instruction. These schedules will be finalized prior to the third instructional day of the school year.

Section 3. In arranging schedules for teachers covered under this Article every effort will be made to limit the amount of interschool travel. Teachers who are assigned to more than one school in any one day shall receive the Town approved mileage rate in effect on the date of execution of this Agreement, or as otherwise adjusted by the Town during the life of this Agreement, as the case may be, for interschool travel.

ARTICLE XV DEPARTMENT HEADS, TEAM LEADERS AND HEAD TEACHERS

Section 1. Typing for Department Heads and Team Leaders relative to their duties as such shall be submitted to the Principal.

Section 2. The Department Head shall teach the equivalent of up to two (2) blocks per semester with the remainder of the day used for supervision of department staff and other related department head duties.

Section 3. There shall be suitable room provided at the Middle School and Senior High School for the use of the Department Heads and Team Leaders.

Section 4. Each Department Head and Team Leader shall normally have the opportunity of assisting in the hiring of new teachers for his/her department by interviews and recommendations in accordance with Committee policy.

Section 5. Each Department Head and Team Leader shall be provided adequate release time by his/her Principal for the purposes of observation, visitation, conferences and interviews.

Section 6. Certain elementary schools shall have a Head Teacher to assume the authority of the Principal during his/her absence. In addition to this there will be other duties involved in this assignment which shall carry an annual compensation as set forth in Appendix B.

Section 7. In the event Assistant Principals are appointed to any elementary school, the School Committee reserves the right to abolish the position of Head Teacher at that school.

Section 8. The purpose and responsibility of the Head Teacher shall be:

A. To be in charge of the school building during the absence of the Principal and in such case shall have the same authority and responsibility of the Principal in case of an emergency situation.

B. To handle the following routine matters in the absence of the Principal: dismiss students in custody of parents without prior notice; interim handling of discipline problems and reporting same to Principal; interpreting policy to parents, teachers and youngsters.

C. To be directly responsible for the following duties during the entire school year: supervise morning and dismissal duties; coordinate bulletin board and display areas within the building; orient and guide new teachers to building procedures, etc.; represent teaching personnel relative to building procedures and policies with the Principal.

Section 9. An A-V aide shall be assigned at the Middle and Senior High Schools.

ARTICLE XVI TEACHER FACILITIES

Section 1. Each school shall have the following facilities:

- A. Space in each classroom in which teachers may safely store supplies and materials of a confidential or instructional nature;
- B. When possible, teachers' work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. In each building there shall be at least one (1) copier machine.

Section 2. A. In each building there shall be a teachers' room for the use of the staff of that building;

B. In each teachers' room there shall be adequate seating. These rooms shall be equipped and maintained; however, it is understood that teachers will be responsible for reasonable neatness of this area.

Section 3. A. There shall be a desk or table and chair for each teacher;

B. Where possible, there shall be a well-lighted and clean staff bathroom. These shall be separate from the students' facilities;

C. There shall be a separate dining area or teachers' room for the use of the staff and guests.

Section 4. There shall be an adequate portion of the parking lot at each school reserved for teacher parking.

ARTICLE XVII PROTECTION

Section 1. Teachers shall immediately report all cases of assault suffered by them in connection with their employment through the Building Principal to the Superintendent of Schools in writing.

Section 2. This report shall be forwarded to the Committee which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the teacher, the town, the police, and the courts.

Section 3. In case of such assault, the School Committee agrees to pay the cost of medical, surgical and hospital expenses not covered by system-wide Blue Cross-Blue Shield.

Section 4. Teachers assigned to or volunteering for any co-curricular or extra-curricular activity shall have the same legal protection described above as said teachers would have in the classroom.

ARTICLE XVIII TEXTBOOKS

Section 1. Before a new textbook is adopted teachers may be asked to participate on a voluntary basis according to present practice as follows:

- A. A committee of elementary teachers will recommend textbooks at the elementary level to the Director of Curriculum.
- B. At the secondary level, a department committee will recommend textbooks to the Director of Curriculum.
- C. The final decision will be made by the School Committee.

ARTICLE XIX SICK LEAVE

Section 1. For illness of the teacher or his/her immediate family, teachers will be entitled to fifteen (15) sick leave days each school year. Unused sick days shall be accumulated from year to year with no maximum limit.

Section 2. If a teacher is to be absent due to illness more than two (2) days, s/he will call the building principal during the second day. In establishing this requirement the Committee acknowledges that exigent circumstances may arise preventing a teacher from making a call during the second day.

Section 3. For purposes of this Article, the term "family" shall be defined as meaning father, mother, son, daughter, spouse or other persons living in the immediate household or any other person approved by the Superintendent.

Section 4. In addition to personal illness or injury, sick leave may be utilized for any other reason approved by the Superintendent.

Section 5. After five (5) days of consecutive absence, a doctor's certificate may be requested by the Building Principal or the Superintendent and must be presented after ten (10) days of consecutive absence. Failure to comply with this policy could result in loss of pay for days absent. Thereafter, the committee may in its discretion and at its expense require an absent teacher to submit to a medical examination conducted by a physician of the Committee's choice in order to confirm whether the teacher is medically fit to resume work.

Section 6. An annual statement shall be provided for each teacher stating the status of his sick leave, before October 1.

Section 7. There shall be no loss of salary, fringe benefits, or sick leave allowances when a teacher is subject to quarantine by order of the doctors or health department for reasons other than personal illness of the teacher. The Committee will make a reasonable accommodation to a pregnant employee who is advised by her physician to avoid exposure to "Fifth's Disease".

The Committee will provide an advance copy to staff of all notices forwarded to parents relative to "Fifth's Disease" or other contagious diseases.

Section 8. In addition to the regular fifteen (15) days accumulated sick leave allowance referred to in Section 1, a teacher has been entitled to one (1) additional day of sick leave for each school year of perfect attendance up to and including the 2002 – 2003 school year. Subsequent to the 2002 – 2003 school year, a teacher shall be entitled to two (2) additional days of sick leave for each school year of perfect attendance.

A teacher shall be granted the benefits of the Section only if the teacher has not used any sick leave during the school year.

Section 9. Sick Leave Buy-Back

Any employee who is eligible to retire in accordance with the State Teachers' Retirement Act and who has notified the Committee on/or before June 30, of his/her intent to retire and does retire on/or before June 30, shall be paid fifteen percent (15%) of the value of his/her unused accumulated sick leave at the per diem rate on the last day of employment. Payment will be made on or before July 31 after the date of retirement. Unit members in the employ of the Tewksbury Public Schools on or before June 30, 2012 shall accrue unused accumulated sick leave on an unlimited basis. Employees hired July 1, 2012 and beyond shall accrue a maximum of two hundred fifty (250) days for purposes of sick leave buyback.

ARTICLE XX SICK LEAVE BANK

Section 1. The Sick Leave Bank shall be established and is for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

Section 2. A. The Sick Leave Bank shall be funded initially by each member of the bargaining unit eligible to receive Sick Leave Bank benefits submitting one (1) sick day of their

personal accumulation to the Sick Leave Bank to be utilized by teachers who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have serious extended illness.

B. If the Sick Leave Bank becomes exhausted, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible member of the bargaining unit from his/her accumulated sick leave.

C. Sick Leave Bank days unused in one school year shall be carried over to the next school year.

Section 3. A. Teachers shall qualify for consideration of extended illness within the framework of the Sick Leave Bank when they have accumulated at least twenty (20) sick leave days as of the beginning of the school year (after the submission required by Section 2).

B. Once a teacher has established eligibility for the Sick Leave Bank, such teacher maintains continued eligibility for the Sick Leave Bank.

C. Teachers shall not be required to contribute to the Sick Leave Bank until they have the required twenty (20) days set forth in this Section.

D. The fifteen (15) days credited to one's individual sick leave accumulation at the beginning of school shall count toward Sick Leave Bank eligibility. For example, a second-year teacher who utilized five (5) sick leave days the first year of teaching is eligible to join the Sick Leave Bank as follows:

6	sick leave days carried over from the first year
<u>+15</u>	sick leave days credited for the second year
21	sick leave days accumulated
<u>- 1</u>	day contributed to Sick Leave Bank
20	achieves the balance required for eligibility

Section 4. Sick Leave Bank days shall only be available after the infirmed teacher has exhausted all but one (1) day of his/her entire personal sick leave, both annual and accumulated.

Section 5. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Teachers Association.

Section 6. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the anticipated extent of extended recovery time from illness.

Section 7. Applications for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

Section 8. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Section 9. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 10. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of the leave:

- A. Medical evidence of serious extended illness.
- B. Prior utilization of all eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final with any appeal to the Bank Committee itself.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family, and in no instance, may days be withdrawn for the purpose of maternity.

Section 11. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

ARTICLE XXI TEMPORARY LEAVES OF ABSENCE WITH PAY

Teachers shall be entitled to the following leaves of absence with pay for each school year. Leaves taken pursuant to this Article will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.

Section 1. Personal Leave

Teachers may be granted leave without loss of pay for personal matters upon the approval of the Superintendent. Such request shall be made 48 hours in advance, except in emergency situations. Personal leave may not be used to extend the November, December, February or April vacation periods; nor can personal leave be used on the first two (2) or last two (2) days of the teacher work year. If there are extenuating circumstances, the Superintendent may waive the above language.

Section 2. Emergency Leave

Effective September 1, 2012, teachers shall receive with full pay one (1) emergency leave day each school year to attend to such cases as home emergencies, personal care of a non-household family member or any other reasonable request. All leave requests shall be made in

writing to the Superintendent prior to the day if known in advance or if not, submitted to the Superintendent the day after the incident.

Section 3. Educational Leave

A. Leaves for the purpose of visiting other schools, attending conferences or workshops for educational purposes may be granted to a teacher by the Superintendent or her/his designee, with the prior approval of the Principal and appropriate Curriculum Supervisor. Factors to be considered include but are not limited to the resulting benefits and costs to the system, whether the proposed leave activity is consistent with system-wide goals, school building goals and individual teacher goals, or whether such leave meets a professional improvement or development plan or teacher re-certification. A teacher on such leave shall be required to submit a written report to his/her immediate supervisor and to the Superintendent within five (5) school days of the conference, workshop or school visit.

B. The Superintendent shall consider the factors listed in section A. above and may not unreasonably deny a request for leave hereunder.

Section 4. Association Leave

Time necessary for seven (7) Association representatives to attend the Massachusetts Teachers Association Leadership Conference and annual meeting, provided the programs for such conferences are submitted to the Superintendent in advance and approved by him/her. For these meetings the School Committee will pay for three (3) substitutes and the Teachers' Association will pay for the other four (4), or make plans with the appropriate principal to cover the classes of the absent teacher with staff members.

Section 5. Legal Leave

A. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system in any other legal proceeding if the teacher is required by law to attend.

B. When an employee is summoned into Court as a witness, the Committee will pay the difference between the witness fee and the teacher's regular pay.

C. The School Committee will comply with the terms of Chapter 23A of the General Laws with the respect to service and compensation of members of the unit who are summoned to perform jury duty in Middlesex County. The Committee will also comply with any subsequent amendments thereto affecting Middlesex County or other counties.

Section 6. Medical Leave

A. Absence because of communicable disease (as defined by the Massachusetts Department of Health) contracted during employment.

B. Each employee who sustains injury or illness arising out of his employment by the Tewksbury Public Schools shall be entitled to receive his full pay for the period of his incapacity. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the School Committee, which may require periodic

written testimony supporting the claim of continued incapacity as a condition precedent to its approval.

Section 7. Bereavement Leave

A. Four (4) days, not to be deducted from sick leave, shall be granted in the event of death of a member of the teacher's family; i.e., father, mother, son, daughter, spouse, brother, sister, or any other person living in the immediate household or any other person approved by the Superintendent.

B. Two (2) days are allowed for the death of other close relatives, including in-laws, not to be deducted from sick leave.

Section 8. Military Leave

A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government. Proof must be submitted to the Superintendent. Notwithstanding the foregoing, in the event of a national emergency a teacher in the U.S. Reserves or State National Guard who is called up for active duty in excess of the aforesaid ten (10) days shall be compensated in the same manner as described above for the duration of such duty.

Section 9. Rate of Deduction for Unpaid Absence

Pay deduction for absences not covered by this Article XXI or Article XXIII shall be made at the rate of one and one hundredth eighty-third ($1/183^{\text{rd}}$) of the yearly salary for each day of absence. Effective the 2011-2012 school year the rate shall be one and one hundredth eighty-second ($1/182^{\text{nd}}$) of the yearly salary for each day of absence not covered by this Article XXI or Article XXIII.

ARTICLE XXII SABBATICAL LEAVE

Section 1. The Committee, upon recommendation of the Superintendent, may grant a sabbatical leave of absence for study or research (including approved educationally oriented travel programs) to members of the professional staff who have completed at least seven (7) years of service in the Tewksbury School System, which may be interrupted by military, maternity, or other approved leave of absence. Preference will be given to applicants for advanced study beyond the Master's degree.

Section 2. Pursuant to the terms of General Laws Chapter 71, section 41(a), a teacher, prior to the granting of a sabbatical leave of absence, shall enter into a written agreement with the School Committee that upon termination of such leave, he/she will return to the Tewksbury Public Schools for a period of at least two (2) years, and that in default of completing such service he/she will repay to the Town the amount of the salary received during the sabbatical leave, provided that the teacher shall be released from such payment if failure to serve the two years is due to illness, disability or death, or if discharged from the service by the School Committee.

Section 3. Successful applicants will receive one-half of the salary to which they would have been entitled provided that the amount when coupled with any scholarship, grant or aid shall not exceed the salary to which they would have been entitled.

Section 4. Application for sabbatical leave shall be submitted to the Superintendent of Schools in writing no later than December 1 of the school year previous to the school year for which the leave is being requested.

Section 5. Not more than three (3) sabbatical leaves of absence shall be granted at any time during any school year.

Section 6. During the course of a sabbatical leave, semi-monthly reports of progress shall be made to the Superintendent of Schools.

Upon completion of sabbatical leave, members of the professional staff shall submit a comprehensive report to the Superintendent of Schools containing a transcript of college or university work done while on leave or any other interpretive material conducive to the evaluation of the program.

Section 7. A member of the staff returning from sabbatical leave shall be placed on the salary schedule he/she would have attained had he/she remained in the school system, and shall be eligible for the school benefits according to the Town policy while on leave.

Section 8. A member of the professional staff who has been granted a sabbatical leave of absence must serve for another seven (7) years in the Tewksbury Public Schools before being eligible for consideration for a second sabbatical leave.

Section 9. A sabbatical leave of absence shall not be granted for less than one full semester nor more than one full school year.

Section 10. Members of the professional staff on sabbatical leave shall not engage in remunerative work while on leave except as hereinafter provided. Scholarships and fellowships in approved colleges and universities which do not interfere with the prescribed program of professional improvement are accepted. If other remunerative work is desired by the professional staff while on sabbatical leave, prior written approval must be obtained from the Superintendent of Schools.

Section 11. A. The Tewksbury School Committee shall effect a decision on all applications for sabbatical leave not later than the regular April meeting prior to that in which the leave is to be granted.

B. Nothing in this sabbatical policy is to be interpreted as guaranteeing a sabbatical to any member or group of members of the professional staff, and the School Committee reserves the right to limit the number of sabbatical leaves granted in any school year or to distribute them among various levels of the staff.

**ARTICLE XXIII
EXTENDED LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Military Leave

Military Leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, within the time required by law, the teacher shall be placed on the 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 (2) years.

Section 2. Educational Service Leave

Leaves of absence for teaching assignments in the Department of Defense Overseas Dependent Schools, Peace Corps, and VISTA may be granted without pay by the Committee to teachers with professional teacher status. Though the Committee shall make the final decision on each such application and shall retain the authority to limit the number of such leaves in any one school year, the Committee shall give all due consideration to such applications. Requests for leave shall be made before April 1 of the school year previous to the school year for which the leave of absence is requested. Leave shall be granted for only one (1) or two (2) full school years. A returning faculty member shall be granted the salary credit he would have attained had he remained in the school system.

Section 3. Professional Leave

Teachers upon request may be granted an extended leave of absence up to one (1) year by an authorized vote of the Committee for purposes of serving in an elected position of a professional teachers association. Upon return from such leave, a teacher shall be placed on the salary schedule at the next step level he was on before the leave.

Section 4. Family Leave

A. Upon written application to the Superintendent, including a statement of reasons, any bargaining unit member who has been employed at least twelve (12) consecutive months, who, when the purpose for said leave is foreseeable, has given notice at least thirty (30) days prior to his/her anticipated date of departure and who has given notice of intention to return, may be granted unpaid family leave for a period generally not exceeding twelve (12) weeks during the period from the beginning of the school year to the end of the school year. Such leave shall be without pay for such period.

B. The purposes for which a bargaining unit member may submit his/her application for such unpaid family leave may include, but shall not be limited to:

1. The need to care for, or to make arrangement for the care of, a minor dependent child of the bargaining unit member, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
2. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such bargaining unit member;

3. The need to care for a member of the bargaining unit member's immediate family who has a serious health condition;
4. For a serious health condition that makes the bargaining unit member unable to perform his/her job.

C. Whenever family leave is requested due to a serious health condition of the bargaining unit member, the Superintendent may require that the bargaining unit member shall first provide medical certification to support a request for such leave prior to approval of same, and may further require a second opinion (at the expense of the Committee) and a fitness for duty report upon the return to work of the bargaining unit member.

D. Any bargaining unit member taking family leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other bargaining unit members at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such family leave, he or she shall be extended the same rights and benefits, if any, as are extended to bargaining unit members of equal length of service in the same or similar positions; provided, however, if the bargaining unit member served more than one-half of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.

E. A bargaining unit member on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such bargaining unit member shall regain his or her right to sick leave.

Section 5. Extended Family Leave

In the event a bargaining unit member desires an unpaid leave longer than the twelve (12) weeks provided in Section 4 above or as otherwise provided in Article XXIV of this Agreement, the procedure listed below shall be followed:

A. Under normal conditions, the Superintendent shall be notified in writing at least thirty (30) days prior to the expected date of the beginning of said leave.

B. Said extended leave shall be without pay and 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).

C. (1) Said extended leave shall ordinarily be for the balance of the school year, with the resumption of employment occurring at the beginning of the next following school year. In cases where the leave occurs in the third or fourth academic term a teacher will state on or before June 15 whether she will return to work the next following school year.

Failure to provide such notice will result in an automatic unpaid extended childcare leave under the provisions of this Agreement for the school year following the arrival of the child. On or before June 15th of the year of the extended leave the teacher shall state whether she intends to return at the beginning of the next subsequent school year. Failure to return or to provide a

promise of return for that next subsequent school year will be treated as an irrevocable resignation.

(2) If, however, said extended leave is for child rearing purposes and if the birth occurred after January 1 of any given school year, the teacher has the option of resuming the second September 1 after the birth of the child. In either event, the teacher must notify the Superintendent in writing by certified mail (or in lieu thereof by a hand-delivered, time-stamped letter) by the first of March in the calendar year in which her maternity leave expires of her intention to return in September or her intention to resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

(3) In the event that childcare circumstances change, the teacher may make written application, accompanied by her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, said teacher shall have the first option for said position.

D. The purposes for which a bargaining unit member may submit his/her application for such unpaid extended leave may include, but shall not be limited to:

- (1) The need to care for, or to make arrangement for the care of, a minor dependent child of the bargaining unit member, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
- (2) To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
- (3) The need to care for a member of the bargaining unit member's immediate family who has a serious health condition;
- (4) For a serious health condition that makes the bargaining unit member unable to perform his/her job.

E. Whenever extended leave is requested due to a serious health condition of the bargaining unit member, the Superintendent may require that the bargaining unit member shall first provide medical certification to support a request for such leave prior to approval of same, and may further require a second opinion (at the expense of the Committee) and a fitness for duty report upon the return to work of the bargaining unit member.

F. Any bargaining unit member taking extended leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other bargaining unit members at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, he or she shall be extended the same rights and benefits, if any, as are extended to bargaining unit members of equal length of service in the same or similar positions; provided, however, if the bargaining unit member served more than one-half ($\frac{1}{2}$) of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.

G. A bargaining unit member on extended leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the extended leave, such bargaining unit member shall regain his or her right to sick leave.

Section 6. Other Leaves

Other leaves of absence without pay may be granted by the Committee for good reason. A teacher on such leave may be advanced accordingly on the salary schedule if his activity while on such leave has relevance to the Tewksbury Public Schools in the opinion of the Committee. The maximum cumulative amount of such leave granted to a teacher under this Section shall be two (2) years.

Section 7. Miscellaneous Information

A. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. Whenever possible, he will be assigned to the same position, or a substantially equivalent position, which he held at the time said leave commenced.

B. All requests for extensions or renewals of leave shall be applied for in writing and granted or rejected in writing.

C. For any leave under this Article, the teacher must notify the Superintendent in writing by certified mail (or in lieu thereof by a hand-delivered, time stamped letter) by the first of March in the calendar year in which the leave expires of his/her intention to return in September or his/her intention to resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

ARTICLE XXIV MATERNITY LEAVE

Section 1. Subject to the conditions set forth in this Article, a teacher who is pregnant shall be entitled to maternity leave as follows:

A. Upon receipt of at least two (2) weeks written notice of her anticipated date of departure and intention to return, the School Committee shall grant a maternity leave of absence without pay (except as provided in Section B below) for up to twelve (12) weeks.

B. To the extent required by law, a teacher who takes a leave under this Article may apply her earned sick leave benefits to the period of actual disability caused or contributed to by pregnancy, childbirth and the recovery therefrom. In order to receive any sick leave benefits to which she might be entitled under this Article XXIV, the Employee must provide a doctor's certificate certifying her actual physical disability for each week of absence.

C. This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on maternity leave status may return at an appropriate time in consideration of the student's 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 twelve (12) weeks in Section A above.

D. In the event a teacher desires a leave longer than the twelve (12) weeks provided by Section A above for purposes of child-bearing, the procedure set forth in Section 5 of Article XXIII shall be followed for purposes of child-rearing.

ARTICLE XXV INSURANCE AND ANNUITY PROGRAMS

Section 1. Insurance Programs

A. As long as the Town of Tewksbury agrees to pay seventy-five per cent (75%) of the cost of a health insurance plan, Blue Cross and Blue Shield, and one-half (½) of the cost of a five thousand dollar (\$5,000) Life insurance Policy and a five thousand dollar (\$5,000) Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

B. On the date of retirement, Life Insurance may be continued in the amount of five thousand dollars (\$5,000), one-half (½) of the premium to be paid for by the retiree.

C. For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the local pension group. If an individual does not desire to remain in the Insurance Plan, the retired employee may secure his/her Hospital, Surgical and Medical coverage under any conversion contract offered by Blue Cross and Blue Shield.

D. In the event the Town of Tewksbury modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the teachers.

E. M.G.L. Chapter 32B §19 will apply to unit members to the same extent it applies to all other town employees.

Section 2. Annuity Program

In order to provide a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, the teacher may contract with the Committee pursuant to Section 37(b) of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.

ARTICLE XXVI RETIREMENT COMPENSATION

Section 1. In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation:

A. Yearly retirement compensation shall be paid for each of the last two (2) years before retirement.

B. To be eligible for this increase, a faculty member shall have served in the Tewksbury Public Schools for a minimum of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. For a faculty member retiring at seventy (70) years of age the minimum number of years of service shall be fifteen (15).

C. The basic yearly retirement compensation to be paid shall be two thousand dollars (\$2,000). For each year of service beyond twenty (20), the allowance shall be increased by five (5) per cent of the basic amount so that at the end of forty (40) years' service the allowance would be four thousand dollars (\$4,000).

<u>Years of Service</u>	<u>Allowance</u>
20	\$2,000
21	\$2,100
22	\$2,200
25	\$2,500
30	\$3,000
35	\$3,500
40	\$4,000

D. A faculty member planning to participate in this program shall notify the Superintendent of Schools in writing by February 1 of the third year previous to the date of retiring in order that funds for the retirement compensation might be included in the Appropriation Request. On September 1 of the first year the compensation is to be paid, the faculty member shall sign an "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. A faculty member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

E. In the event that a teacher, for valid and substantial reason(s), decides subsequent to said February 1 to retire earlier than he or she had anticipated, said teacher will be eligible for this retirement compensation plan subject to the approval of the Superintendent based on budgetary considerations.

F. A faculty member planning to participate in the "Retirement Plus" program and who intends to retire at the close of the 2000-2001 school year, and who has not otherwise submitted to the Superintendent a prior notice of his/her intent to retire, shall notify the Superintendent of Schools in writing by February 1, 2001 of his/her intent to retire effective the close of the 2000-2001 year in order that funds for the retirement compensation to be paid thereto may be identified and allocated for such purpose in the FY 2001 budget. Simultaneously with the submission of such notification to the Superintendent, the faculty member shall also submit with such notice an executed "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the 2000-2001 year. A faculty member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

In order to provide the funding necessary to pay such retirement compensation, the School Committee agrees that it shall establish a fund in the amount of twenty thousand dollars

(\$20,000) which shall be available for the payment of the retirement compensation to be paid incident to this Section D and in order that such funds may be identified and allocated for such purpose in the FY 2001 budget; it being the further understanding of the parties that because no funds have been previously allocated by the parties for the purpose of this Section D, the Committee shall not be required to expend any sum which would cause the total sum of the fund of twenty thousand dollars (\$20,000) so available to be exceeded. Therefore, in the event that the number of applicants giving notice of their intent to retire pursuant to this Section D would cause the expenditure of a sum greater than the sum of the twenty thousand dollars (\$20,000) so allocated, the parties agree that in such case the total sum shall be paid on a pro rata basis, giving due consideration to the length of service of each individual applicant.

G. A faculty member planning to participate in the "Retirement Plus" program and who intends to retire at the close of the 2001-2002 school year, and who has not otherwise submitted to the Superintendent a prior notice of his/her intent to retire, shall notify the Superintendent of Schools in writing by February 1, 2001 of his/her intent to retire effective the close of the 2001-2002 year in order that funds for the retirement compensation might be included in the FY 2002 Appropriation Request. Simultaneously with the submission of such notification to the Superintendent, the faculty member shall also submit with such notice an executed "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the 2001-2002 year. The retirement allowance set forth in Section C above shall only be paid to the faculty member during the 2001-2002 year. A faculty member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

ARTICLE XXVII OPTIONAL SUMMER EMPLOYMENT

Section 1. In order to promote teacher involvement in projects conducive to improving education for students in the Tewksbury School System, the Committee encourages teachers to submit proposals on said ideas, such as curriculum development, research, and/or other beneficial activities. The Committee, within its capacity to fund special projects, may, at its discretion, employ teacher(s) to work on developing said ideas toward implementation of same in the Tewksbury School System according to the guidelines in Sections 2 through 6 of this Article.

Section 2. Teachers may apply to be employed for additional working days outside the regular work year, particularly for the summer.

Section 3. The Committee shall make final determination on all such additional employment by acting upon the recommendation of the Superintendent. By endorsing this program, the Committee in no way has limited its authority to establish other programs or to determine the extent to which any such programs will operate within the available funds.

Section 4. Any persons hired for such additional employment shall be compensated in a manner consistent with the Committee's policy relative to compensation for summer workshops.

Section 5. In order to be considered for such additional employment, a teacher is to submit to the Superintendent by February 1 a proposal designed to benefit the students of the Tewksbury School System.

Section 6. The Committee shall make its determination on all such proposals in sufficient time so that a list of approved projects and positions can and will be posted in all school buildings, normally by May 15.

ARTICLE XXVIII CHAPTER 766

Recognizing the important responsibility of the teacher to all children under his or her care, the Association and the Committee agree that teachers shall make every reasonable effort to cooperate in the difficult and crucial task of evaluating children with special needs, that teachers are an integral part in the evaluation of special needs, and that participation by teachers on CORE evaluation teams (henceforth referred to as CET), in school evaluation teams (henceforth referred to as ISET) and/or other meeting(s) held under Chapter 766 is essential. It is therefore, further agreed that:

Section 1. Except as specified below, no teacher shall be required to give up his or her planning period, duty free lunch or recess for participation in a CET, ISET or other meeting(s) held under Chapter 766, nor, except in extraordinary circumstances, shall any other teacher be assigned supervision of any additional class in the absence of a teacher at a CET, ISET, or other meeting(s) held under Chapter 766. It is agreed that any teacher(s) may be required to give up one planning period and/or one afternoon session per month for such meetings.

Section 2. Efforts will be made to schedule CET, ISET or other meetings under Chapter 766 within the regular workday. In the event that such meeting is held outside the regular workday, the teacher will be consulted as to his/her availability for such meeting and shall be compensated at the hourly rate stated in Appendix B.

Section 3. As of the date of the execution of the 2012 - 2015 Collective Bargaining Agreement Article XXVIII, Section 3 has been deleted. The actual language deleted from the Agreement is contained in the 2012 - 2015 Memorandum of Agreement.

ARTICLE XXIX REDUCTION IN FORCE

Section 1. In the event that the School Committee decides to reduce the number of positions in the bargaining unit, such reduction and any layoff(s) of any member(s) of the bargaining unit resulting from such reduction shall be consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and the provisions of this Agreement.

Section 2. Definitions

A. Seniority is the length of continuous teaching service in the bargaining unit (as defined in Article I of this Agreement) commencing with the first day for which compensation was received, except that a teacher who resigned for maternity and/or child-rearing purposes prior to August 1, 1969, shall have his/her prior continuous teaching service count toward his/her seniority, and except as provided in Section 8 of this Article. Time spent on any paid leave, including Sabbatical Leave, and/or time spent on a short-term (statutory) maternity leave under Article XXIV, Section 1, shall be included in one's seniority.

Time spent on an involuntary leave of absence (i.e., layoff) shall be included in one's seniority, except as provided at the end of this paragraph. Such time shall not exceed the length of the recall period as defined in Section 5A of this Article. In the event a teacher on layoff refuses a recall to a full-time position that is open for at least half (½) of the school year through the end of the school year, then that teacher will be placed on the seniority list below the teacher accepting the recall.

Time spent on any authorized extended unpaid voluntary leave of absence will not constitute a break, but seniority will not accumulate during such periods: under these circumstances, if such teacher's revised seniority date places that teacher in a seniority tie, he/she will have the greater seniority.

Effective September 2007, in the event a unit member is granted a voluntary transfer from one department to another – i.e. from the Special Education Department to a regular education position – and said transferring unit member's seniority date in the department/subject area to which s/he is being transferred is the same as one (1) or more unit members within the receiving department/subject area, the voluntarily transferring unit member shall be placed last in that seniority date pair or date grouping and shall become the most junior member within said date pair or date grouping and no lottery shall be necessary.

In the event that two (2) or more teachers have identical lengths of continuous teaching service, teacher(s) to be laid off shall be chosen by lot. Teachers will hold seniority only in the department(s) in which they are currently teaching at the commencement of a given school year, except as they have seniority bumping rights under Section 4B.

B. Qualified, for purposes of this Article, means certified by the Massachusetts Department of Education and has meaning only for teachers with professional teacher status. For purposes of this Article, certificates must be on file in the Superintendent's office not later than June 30 of any applicable year.

C. Departments, for the purpose of this article, "Departments" shall be:

K-6 Group	Elementary Classroom Teachers
K-12 Group	Art
	Guidance
	Library
	Media Specialist
	Music
	Physical Education
	Reading
	Special Education (within certification)
7-12 Group	Business Education
	English
	Foreign Languages (within certification)
	Health
	Home Economics
	Industrial Arts
	Mathematics
	Occupational Education
	Science (within certification)

Social Studies

NOTE: In the event the Committee decides to change from the above organizational pattern (K-6, 7-12), the parties agree to renegotiate the departments.

Section 3. Prior to the layoff of any member(s) of the bargaining unit with professional teacher status, the following means shall be used to reduce the number of positions in the bargaining unit:

A. First, to the extent possible, natural attrition will be used to reduce the number of positions in the bargaining unit; that is, teachers who retire or resign will not be replaced by the new-hires if there is/are qualified teacher(s) available who are able to fill the positions(s) and/or who would otherwise be subject to layoff.

B. Teachers who are not under regular contract or who are on temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will not be rehired provided there are qualified permanent teachers available who are able to perform the duties of the teachers not rehired under this Section.

C. In case of further reduction in the number of positions in the unit, a teacher with professional teacher status shall not be laid off (dismissed) if there is a teacher without professional teacher status employed whose position the teacher with professional teacher status is qualified to fill.

Section 4. In the event that it is necessary to lay off (dismiss) teachers with professional teacher status, the following procedures shall be followed:

A. Teacher(s) with professional teacher status within the affected department(s) shall be laid off in the inverse order of seniority.

However, a junior teacher otherwise scheduled for layoff may under limited circumstances, be retained in his/her position if laying her/him off would substantially damage a specific academic program in a department included in Section 2C; in such event, the Committee shall establish that it is necessary to retain the junior teacher because of his/her educational background appropriate to the specific program, certification(s) appropriate to the specific program, and proven performance for more than two years in the position for the specific program. In the event that a junior teacher is retained under this provision, the next least senior teacher in the department will be laid off.

Any decision to lay off a teacher on the basis of seniority shall not be subject to the grievance and arbitration procedures of this Agreement unless the claim is based on a teacher's greater seniority. Any dispute arising from the retention of a junior teacher shall be subject to the grievance and arbitration procedures of this Agreement.

B. A teacher with professional teacher status laid off from one department who is qualified in one or more other departments shall be able to bump a less senior teacher if s/he taught previously in Tewksbury in a department into which he/she is bumping.

NOTE: The above selection process (Section A and B) can result in one or more transfers of

personnel from one (1) assignment or building to another; also, a teacher whose position is eliminated and/or who is scheduled to be laid off under Section A or B above will be allowed to transfer to an open position for which he/she is qualified.

C. Except for unforeseen circumstances, teachers who are to be affected by a reduction in staff will be notified by June 15 of the school year preceding the school year in which the reduction is to take effect. This notice shall be treated as the notice required by Massachusetts General Laws, Chapter 71, Section 42.

D. A seniority list specifying the seniority as defined in Section 2A of each member of the bargaining unit by departments set forth in Section 2C will be prepared by the Superintendent and provided to the Association in sufficient quantity. Individuals who challenge their placement on the seniority list will notify the Association President or his/her designee in writing so that placement may be verified. Any disagreements will be submitted promptly to a single arbitrator for purposes of expedited arbitration. The costs of such arbitration shall be shared equally by the Committee and the Association as per Article V, Section 9.

E. An updated seniority list shall be supplied annually thereafter by December 1.

Section 5. Recall.

A teacher laid off pursuant to Section 4 above shall have recall rights as follows:

A. A teacher on layoff shall be recalled in the inverse order of layoff to a position in the department from which he/she was laid off, or in a department for which he/she has bumping rights under Section 4B, for a period of two (2) years after the effective date of layoff. The effective date of layoff shall be June 30th.

NOTE: The Committee agrees not to employ a new hire for a position that someone on layoff is qualified to fill (but has not taught in Tewksbury) and who accepts recall to such position.

B. A teacher recalled according to the provisions of the prior paragraph shall have restored to him/her all benefits of the collective bargaining Agreement, including but not limited to placement on the salary schedule and accumulated sick leave.

C. In recognition of the fact that a layoff is treated as an involuntary leave of absence with recall and other rights under the collective bargaining Agreement, a teacher who accepts a layoff in lieu of dismissal shall waive in writing any present or future rights to a dismissal hearing pursuant to Chapter 71, Section 42, or statutory appeal rights under Chapter 71, Section 43A. In the event of recall, the initially signed waiver is null and void for any subsequent termination of employment. A waiver is attached hereto as Appendix C.

A teacher may elect to have his/her layoff treated as a dismissal in which case the teacher shall be afforded his/her full statutory rights rather than the layoff and the rights pertaining thereto under the terms of the collective bargaining Agreement.

D. A teacher signing a waiver as specified in paragraph C above shall retain his/her tenure to the extent permitted by law and all applicable rights under this Agreement. Such teacher shall be eligible to remain in the group health insurance plan to the extent permitted by law by paying the full monthly premium to the Town. It is the intent of the

Committee that the teachers who are placed on involuntary leave of absence status shall be eligible for unemployment compensation to the extent permitted by law.

Section 6. Teachers laid off under the provisions of this Article will be given first consideration as substitutes if they choose to be so recorded.

Section 7. Except where another professional employee of the School Committee has been employed in such position, a teacher without professional teacher status who was not rehired for reasons other than performance (see Article VI, Section 4) shall be rehired by the Committee in order of seniority in the event that a position in a department becomes open where there is no teacher with professional teacher status on the recall list qualified to fill such position. Said recall rights shall extend only for a 14-month period after his/her non-renewal (i.e., June 30th). These rights do not apply to teachers without professional status hired to fill positions on a temporary basis after October 1st.

Section 8. Effective with Committee decision(s) regarding layoff(s) from Unit B made by August 31, 1981, any administrator so laid off from Unit B shall have seniority rights in Unit A as of September 1, 1981, equal to his/her continuous professional service in Tewksbury, for a teaching position in a department in which such administrator had previously taught in Tewksbury, said teaching service and administrative service to be a part of the administrator's continuous professional service. The other seniority rules of the parties' Agreement in Section 2A are applicable to such administrators upon entrance into Unit A effective September 1, 1981. Other administrators laid off from Unit B subsequent to August 31, 1981, shall have no seniority rights in Unit A except as to continuous service commencing with reentrance into Unit A.

ARTICLE XXX AGENCY FEE

The Committee agrees to require as a condition of continued employment that all teachers in the bargaining unit, except those certified to the Committee by the Association as members of the Association, pay an agency service fee to the Association on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later. Said fee shall be consistent with Massachusetts General Laws, Chapter 150E, Section 12.

The Association agrees to indemnify the Committee for all damages incurred in enforcing this provision provided the Association is permitted to defend the Committee in any actions arising under this provision.

NOTE: In lieu of dismissal, the Superintendent shall suspend an employee for five (5) school days without pay who is in non-compliance with this provision upon notification of such non-compliance from the Association.

**ARTICLE XXXI
PART-TIME EMPLOYMENT**

The Association and the Committee agree to the following conditions for part-time teachers who are employed for more than three (3) teaching periods/blocks per day or more than fifteen(15) teaching periods/blocks per week at the secondary level and for more than three (3) hours per day and more than fifteen (15) hours per week at the elementary level (K-5); provided, however, at the High School, a part-time teacher may be scheduled to work no more than two (2) blocks per semester, nor more than three (3) blocks per school year.

Section 1. Salary and all benefits, including sick leave for example, shall be on a pro rata basis, with the exception of health insurance benefits which will be paid in accordance with the current criteria for enrollment as designated by the Town of Tewksbury.

Section 2. All workload responsibilities, including teaching and non-teaching duties shall be on the same pro rata basis as salary and benefits as shown in Section 1 above. In the event that some duties do not lend themselves easily to a pro rata distribution (for example, homeroom in some situations) the assignment of the pro rata rule to such instances shall be determined by the Superintendent of Schools and the application will be worked out mutually by the building principal and the teacher.

Section 3. Seniority for part-time unit employees shall be as follows:

A. In the event that a unit employee is reduced in time due to budgetary constraints or other reasons beyond the control of the employee, the unit employee shall continue to receive full seniority credit while working in such part-time position.

B. In the event that a unit employee voluntarily seeks and accepts a part-time position in the unit, said employee shall receive pro rata seniority on the same pro rata basis as salary and benefits (Section 1 above).

Section 4. Part-time employees hired on or after September 1, 1993 to teach less than the minimal requirements referred to above will be compensated at the hourly rate as set forth in Appendix B.

**ARTICLE XXXII
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 the compliance with or the 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 of such Article or section during the period of the invalidity or restraint.

ARTICLE XXXIII INDUCTION AND MENTORING PROGRAM

Section 1. The purpose of the induction and mentoring program is to ensure that each bargaining unit member new to the system receives guidance, information, support and training in accordance with MGL. Chapter 71, section 38G as s/he undertakes his/her professional role and responsibilities.

Section 2. No later than May 31 or when the Appendix B positions are posted of each school year, the administration shall post the positions of mentor(s) in each building. In addition to the posting requirements of the Collective Bargaining Agreement, the posting shall include the anticipated number of mentors needed in each building and in each curriculum area. If subsequent to May 31 it is determined that additional mentors are needed, the positions shall be posted as above.

Section 3. A mentor shall have achieved professional status in the Tewksbury Public Schools.

Section 4. When the number of mentors is less than (6), each mentor shall receive up to four (4) hours of training during the summer prior to beginning his/her work with a mentee.

The mentor and the mentee will attend four (4) meetings during the school year. These meetings will be scheduled during non-school time.

A. Mentor: At the option of the mentor, nine hundred seventy-five dollars (\$975.00) per mentee or three (3) salary schedule credits per mentee or a combination thereof. No one, however, may receive compensation in the form of more than three (3) salary schedule credits in any one (1) school year.

B. Mentee: Two hundred fifty dollars (\$250) program participation.

Section 5. When the number of mentors is six (6) or more, each mentor shall receive up to twelve (12) hours of training during the summer prior to beginning his/her work with a mentee.

The mentor and the mentee will attend four (4) meetings during the school year. These meetings will be scheduled during non-school time.

A. Mentor: At the option of the mentor, thirteen hundred dollars (\$1300.00) per mentee or three (3) salary schedule credits per mentee or a combination thereof. No one, however, may receive compensation in the form of more than three (3) salary schedule credits in any one (1) school year.

B. Mentee: Two hundred fifty dollars (\$250) program participation.

Section 6. A mentor shall meet monthly with his/her mentee at a mutually agreeable time.

Section 7. Time shall be provided at least once per quarter for the mentee or the mentor and the mentee to observe other classes or personnel. It is the responsibility of the mentor to arrange observation opportunities. Participation on the part of the personnel to be observed is voluntary. Personnel willing to be observed shall have at least five (5) school days' notice.

Section 8. All communication between the mentor and the mentee is confidential. Any written materials shall be given to the mentee no later than the end of the school year and shall be used only within the mentoring process.

Section 9. Every effort shall be made to involve all professional status teachers interested in being a mentor in the "Induction and Mentoring Program."

ARTICLE XXXIV HEALTH, SAFETY and SECURITY

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

Section 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any teacher who misplaces or forgets the badge may obtain a replacement badge in the office. Teachers who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

Section 2. The parties shall establish a Health, Safety and Security Committee (HSSC) in each building. The HSSC shall be composed of the Building Principal, the building's Head Custodian and the Association's building representatives. The HSSC shall meet at least quarterly and will review conditions affecting the health, safety and security of the building. A Building HSSC shall refer all questions or concerns which are unresolved at the building level to the system-wide School Maintenance Foreman for report and recommended action as s/he deems appropriate. If the matter is not resolved within thirty (30) days after completion of a review by the School Maintenance Foreman, it will be referred to the Business Manager. Thereafter the Association President may seek a further review of such matters with the Superintendent of Schools.

ARTICLE XXXV CORI CHECKS

Section 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

Section 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

Section 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

Section 4. After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXXVI TUITION REIMBURSEMENT

The Committee will pay a portion of the cost of tuition for courses at an accredited state college or university or National Council for Teacher Education (NCTE) approved institution.

Section 1. Payment of tuition reimbursement shall be subject to the following conditions:

- A. A teacher seeking course reimbursement will request written approval from the Superintendent.
- B. The Superintendent of Schools grants written approval of the course thirty (30) days prior to the start of a semester or tri-semester.
- C. In order to be considered for reimbursement, courses must be in the teacher's area(s) of certification, Special Education, Technology-related or otherwise approved by the Superintendent as relevant to the teacher's assignment.
- D. Reimbursement will not be made for a course unless a grade of B or better is attained.
- E. Request for reimbursement shall be accompanied by a copy of the grade report or transcript.

Section 2. Effective July 1, 2012 a teacher is entitled to a maximum of six hundred dollars (\$600) for the school year per course reimbursement except as provided in Section 3 of this Article. The Committee's liability for such payments is limited to a total appropriation for such reimbursements not to exceed sixty thousand dollars (\$60,000).

Effective 2011-2012 monies for tuition reimbursement shall be split equally among summer, first semester and second semester coursework. Monies that are not used in one triad will be carried forward and used as part of the next triad. Any money remaining at the end of the third triad will first be used to reimburse members whose first course was not paid due to a lack of available funds in a given triad. Any monies remaining after those payments will then be evenly

distributed among unit members who took more than one course. A tally of the monies expended for each section shall be sent to the Association president.

Section 3. Reimbursement will be made on a first-come, first-serve basis.

Section 4. Assuming that the criteria/conditions contained in Section 1 herein are met, the Superintendent's approval will not be unreasonably withheld.

Section 5. This program will replace any existing program involving the Northeast Consortium and the Merrimack Education Center.

ARTICLE XXXVII DURATION

Section 1. This Agreement constitutes Committee policy for the term and within the scope of said Agreement, and the Committee shall carry out the commitments contained herein and give them full force and effect as Committee policy.

Section 2. Subject to the provisions of Article VII Section 11, this Agreement shall become effective on September 1, 2012 and shall continue in full force and effect to and including August 31, 2015 and shall thereafter automatically renew itself for successive one (1) year terms unless by the October 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this Agreement.

Section 3. If the Committee and the Association have failed to reach agreement by December 1, they jointly or either of them separately may petition the State Board of Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of General Laws Chapter 150E.

Section 4. If any other bargaining unit settles for greater wage package, the Association reserves the right to reopen pertaining to those issues.

Agreed to this 11th day of April 2012.

TEWKSBURY SCHOOL COMMITTEE:
Kristen Polimeno
Jayne Miller

TEWKSBURY TEACHERS ASSOCIATION:
Cathleen Bilodeau , Co-President
Francesca Rouff, Co-President

NOTES

Tewksbury Teachers Association
APPENDIX A
Appendix A – 1
Salary Schedule 2012 - 2013

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45 CAGS	M+60 DOC	M+75 DOC+15	M+90 DOC+30	M+105 DOC+45
1	\$40,783	\$41,672	\$42,563	\$44,062	\$45,475	\$46,887	\$48,329	\$49,741	\$51,154	\$53,440	\$55,043
2	\$44,847	\$45,813	\$46,773	\$48,993	\$50,405	\$51,818	\$53,259	\$54,672	\$56,085	\$58,372	\$60,123
3	\$47,104	\$48,063	\$49,029	\$51,247	\$52,660	\$54,072	\$55,514	\$56,926	\$58,339	\$60,625	\$62,443
4	\$49,910	\$50,873	\$51,838	\$54,053	\$55,466	\$56,878	\$58,320	\$59,732	\$61,145	\$63,431	\$65,334
5	\$52,714	\$53,681	\$54,639	\$56,909	\$58,322	\$59,734	\$61,176	\$62,589	\$64,002	\$66,288	\$68,277
6	\$57,753	\$58,732	\$59,703	\$61,538	\$62,950	\$64,363	\$65,804	\$67,217	\$68,630	\$70,916	\$73,043
7	\$58,817	\$59,823	\$60,824	\$65,450	\$66,864	\$68,277	\$69,718	\$71,131	\$72,543	\$74,829	\$77,074
8	\$59,937	\$60,943	\$61,945	\$66,793	\$68,252	\$69,711	\$71,171	\$72,630	\$74,090	\$76,376	\$78,666
9	\$61,444	\$62,450	\$63,450	\$68,255	\$69,715	\$71,174	\$72,633	\$74,093	\$75,552	\$77,838	\$80,173
10				\$69,864	\$71,324	\$72,782	\$74,242	\$75,701	\$77,161	\$79,447	\$81,831

Longevity

After 13 years	\$1000
After 20 years	\$1500
After 25 years	\$2000
After 30 years	\$3000
After 35 years	\$3500

Effective 2003 – 2004 a M+90/DOC+30 salary track shall be added to the salary schedule.

In the second year of the Agreement (2004 – 2005) whether a teacher will be placed on new step 8 or new step 9 (B, B+15, B+30) or new step 9 or new step 10 (M, M+15, M+30, M+45/CAGS, M+60/DOC, M+75/DOC+15, M+90/DOC+30) of the salary schedule will be based on the teacher's total of a) the number of years salary credit as indicated by teacher's initial step placement, plus b) his/her number of years of Tewksbury teaching experience

Effective July 1, 2010 a M+105/DOC+45 Salary Track shall be added to the salary schedule.

Tewksbury Teachers Association
APPENDIX A
Appendix A – 2
Salary Schedule 2013 – 2014

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45 CAGS	M+60 DOC	M+75 DOC+15	M+90 DOC+30	M+105 DOC+45
1	\$41,598	\$42,506	\$43,414	\$44,943	\$46,384	\$47,825	\$49,295	\$50,736	\$52,177	\$54,509	\$56,144
2	\$45,744	\$46,730	\$47,709	\$49,972	\$51,413	\$52,854	\$54,324	\$55,765	\$57,206	\$59,539	\$61,325
3	\$48,046	\$49,025	\$50,010	\$52,272	\$53,713	\$55,154	\$56,624	\$58,065	\$59,506	\$61,837	\$63,692
4	\$50,908	\$51,890	\$52,875	\$55,134	\$56,575	\$58,016	\$59,486	\$60,927	\$62,368	\$64,699	\$66,641
5	\$53,768	\$54,754	\$55,732	\$58,047	\$59,488	\$60,929	\$62,399	\$63,841	\$65,282	\$67,614	\$69,642
6	\$58,908	\$59,906	\$60,897	\$62,768	\$64,209	\$65,650	\$67,120	\$68,561	\$70,002	\$72,334	\$74,504
7	\$59,994	\$61,019	\$62,040	\$66,759	\$68,201	\$69,642	\$71,112	\$72,553	\$73,994	\$76,326	\$78,616
8	\$61,136	\$62,162	\$63,183	\$68,129	\$69,617	\$71,105	\$72,594	\$74,083	\$75,572	\$77,903	\$80,240
9	\$62,673	\$63,698	\$64,719	\$69,620	\$71,109	\$72,597	\$74,086	\$75,575	\$77,063	\$79,395	\$81,776
10				\$71,261	\$72,750	\$74,238	\$75,727	\$77,215	\$78,704	\$81,036	\$83,467

Longevity

After 13 years	\$1000
After 20 years	\$1500
After 25 years	\$2000
After 30 years	\$3000
After 35 years	\$3500

Effective 2003 – 2004 a M+90/DOC+30 salary track shall be added to the salary schedule.

In the second year of the Agreement (2004 – 2005) whether a teacher will be placed on new step 8 or new step 9 (B, B+15, B+30) or new step 9 or new step 10 (M, M+15, M+30, M+45/CAGS, M+60/DOC, M+75/DOC+15, M+90/DOC+30) of the salary schedule will be based on the teacher's total of a) the number of years salary credit as indicated by teacher's initial step placement, plus b) his/her number of years of Tewksbury teaching experience

Effective July 1, 2010 a M+105/DOC+45 Salary Track shall be added to the salary schedule.

Tewksbury Teachers Association
APPENDIX A
Appendix A – 3
Salary Schedule 2014 – 2015

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45 CAGS	M+60 DOC	M+75 DOC+15	M+90 DOC+30	M+105 DOC+45
1	\$42,430	\$43,356	\$44,282	\$45,842	\$47,312	\$48,782	\$50,281	\$51,751	\$53,221	\$55,599	\$57,267
2	\$46,659	\$47,664	\$48,663	\$50,972	\$52,442	\$53,911	\$55,411	\$56,881	\$58,351	\$60,730	\$62,552
3	\$49,007	\$50,005	\$51,010	\$53,317	\$54,787	\$56,257	\$57,756	\$59,226	\$60,696	\$63,074	\$64,966
4	\$51,926	\$52,928	\$53,933	\$56,237	\$57,706	\$59,176	\$60,676	\$62,145	\$63,615	\$65,993	\$67,974
5	\$54,843	\$55,849	\$56,847	\$59,208	\$60,678	\$62,148	\$63,647	\$65,118	\$66,588	\$68,966	\$71,035
6	\$60,087	\$61,104	\$62,115	\$64,024	\$65,494	\$66,963	\$68,463	\$69,933	\$71,402	\$73,780	\$75,994
7	\$61,193	\$62,240	\$63,281	\$68,095	\$69,565	\$71,035	\$72,535	\$74,004	\$75,474	\$77,852	\$80,188
8	\$62,359	\$63,405	\$64,447	\$69,491	\$71,010	\$72,527	\$74,046	\$75,564	\$77,083	\$79,461	\$81,845
9	\$63,926	\$64,972	\$66,014	\$71,013	\$72,531	\$74,049	\$75,568	\$77,086	\$78,605	\$80,983	\$83,412
10				\$72,686	\$74,205	\$75,722	\$77,241	\$78,760	\$80,278	\$82,656	\$85,136

Longevity

After 13 years	\$1000
After 20 years	\$1500
After 25 years	\$2000
After 30 years	\$3000
After 35 years	\$3500

Effective 2003 – 2004 a M+90/DOC+30 salary track shall be added to the salary schedule.

In the second year of the Agreement (2004 – 2005) whether a teacher will be placed on new step 8 or new step 9 (B, B+15, B+30) or new step 9 or new step 10 (M, M+15, M+30, M+45/CAGS, M+60/DOC, M+75/DOC+15, M+90/DOC+30) of the salary schedule will be based on the teacher’s total of a) the number of years salary credit as indicated by teacher’s initial step placement, plus b) his/her number of years of Tewksbury teaching experience

Effective July 1, 2010 a M+105/DOC+45 Salary Track shall be added to the salary schedule.

**APPENDIX B
COMPENSATION SCHEDULE**

JOB RELATED DUTIES	9-1-2012- 9-1-2013	9-1-2013- 9-1-2014	9-1-2014- 9-1-2015
DEPARTMENT HEADS	\$6,876	\$7,014	\$7,154
LEAD TEACHER CHAPTER 1	\$2,293	\$2,339	\$2,386
TEAM LEADER POSITIONS 6, 7 AND 8	\$2,161	\$2,204	\$2,248
HEAD TEACHERS	\$2,763	\$2,818	\$2,874
COMPUTER AIDES	\$1,787	\$1,818	\$1,854
SCIENCE AIDES	\$1,782	\$1,818	\$1,854
PRE-K CASE MANAGER	\$2,763	\$2,818	\$2,874
ELEMENTARY CASE MANAGERS	\$2,763	\$2,818	\$2,874

**CURRICULUM COORDINATORS AT MIDDLE
SCHOOL**

SPECIAL EDUCATION CASE MANAGER	\$6,482	\$6,612	\$6,744
MATH	\$4,322	\$4,408	\$4,496
SCIENCE	\$4,322	\$4,408	\$4,496
SOCIAL STUDIES	\$4,322	\$4,408	\$4,496
LANGUAGE ARTS	\$4,322	\$4,408	\$4,496
PE/HEALTH	\$2,880	\$2,938	\$2,997
WORLD LANGUAGES	\$1,441	\$1,470	\$1,499

HOURLY RATE FOR THE FOLLOWING

TUTORING	\$30.79	\$31.41	\$32.04
SUBSTITUTING	\$30.79	\$31.41	\$32.04
766	\$30.79	\$31.41	\$32.04
PART TIME TEACHERS (ARTICLE XXXI)	\$30.79	\$31.41	\$32.04
LUNCH DUTY AT HIGH SCHOOL	\$30.79	\$31.41	\$32.04

MENTORS / MENTEEES

MENTORS (LESS THAN 6)	\$1,135	\$1,158	\$1,181
MENTORS (EQUAL TO OR GREATER THAN 6)	\$1,516	\$1,546	\$1,577
MENTEE(S)	\$291	\$297	\$303

MISCELLANEOUS EXTRACURRICULAR

HIGH SCHOOL DECATHALON ADVISER(S)	\$2,293	\$2,339	\$2,386
MATH / SCIENCE (ROBOTICS) LEAGUE HIGH SCHOOL	\$2,293	\$2,339	\$2,386
CLASS ADVISER - FRESHMAN CLASS	\$1,527	\$1,558	\$1,589
CLASS ADVISER - SOPHOMORE CLASS	\$1,527	\$1,558	\$1,589
CLASS ADVISER - JUNIOR CLASS	\$1,527	\$1,558	\$1,589
CLASS ADVISER - SENIOR CLASS	\$2,293	\$2,339	\$2,386
DEBATING CLUB ADVISER (MOCK TRIAL)	\$1,527	\$1,558	\$1,589
DECA ADVISER	\$3,424	\$3,492	\$3,562
LITERARY MAGAZINE ADVISER HIGH SCHOOL	\$2,293	\$2,339	\$2,386

	9-1-2012- 9-1-2013	9-1-2013- 9-1-2014	9-1-2014- 9-1-2015
MATH TEAM HIGH SCHOOL	\$2,293	\$2,339	\$2,386
ECHO ADVISER	\$1,527	\$1,558	\$1,589
HIGH SCHOOL STUDENT COUNCIL	\$3,424	\$3,492	\$3,562
SADD ADVISOR HIGH SCHOOL	\$1,527	\$1,558	\$1,589
YEARBOOK ADVISOR HIGH SCHOOL	\$4,584	\$4,676	\$4,770
DRAMA COACH HIGH SCHOOL	\$3,057	\$3,118	\$3,180
HIGH SCHOOL PLAY ADVISER	\$3,057	\$3,118	\$3,180
TREASURER/STUDENT ACTIVITIES	\$3,424	\$3,492	\$3,562
NATIONAL HONOR SOCIETY ADVISER	\$3,424	\$3,492	\$3,562
PEER LEADERSHIP ADVISER	\$1,414	\$1,442	\$1,471
JUNIOR CLASSICAL ADVISOR	\$3,424	\$3,492	\$3,562
HIGH SCHOOL DETENTION (2) (TWICE/WEEK)	\$4,322	\$4,408	\$4,496
YEAR BOOK ADVISER MIDDLE SCHOOL	\$1,527	\$1,558	\$1,589
MIDDLE SCHOOL ADVENTURE CLUB	\$1,527	\$1,558	\$1,589
MATH LEAGUE MIDDLE SCHOOL	\$2,293	\$2,339	\$2,386
FUTURE PROBLEM SOLVERS ADVISOR	\$2,293	\$2,339	\$2,386
DRAMA COACH MIDDLE SCHOOL	\$2,293	\$2,339	\$2,386
NEWSPAPER ADVISOR MIDDLE SCHOOL	\$2,161	\$2,204	\$2,248
STUDENT COUNCIL MIDDLE SCHOOL	\$2,293	\$2,339	\$2,386
BUS & LUNCH SUPERVISOR MIDDLE SCHOOL	\$1,441	\$1,470	\$1,499
MIDDLE SCHOOL DETENTION (2) (TWICE/WEEK)	\$2,161	\$2,204	\$2,248
CONCERT BAND AND JAZZ ENSEMBLE - HIGH SCHOOL	\$2,293	\$2,339	\$2,386
MARCHING & MANEUVERING INST.	\$2,293	\$2,339	\$2,386
BAND DIRECTOR MIDDLE SCHOOL	\$1,527	\$1,558	\$1,589
MARCHING BAND DIRECTOR	\$3,820	\$3,896	\$3,974
CHORAL DIRECTOR HIGH SCHOOL	\$1,527	\$1,558	\$1,589
FLAG INSTRUCTOR	\$1,146	\$1,169	\$1,192
MAJORETTE INSTRUCTOR	\$918	\$936	\$955
INSTRUMENTAL MUSIC - ELEMENTARY	\$1,146	\$1,169	\$1,192
LITERARY MAGAZINE ADVISER MIDDLE SCHOOL	\$2,293	\$2,339	\$2,386
INTERSCHOLASTIC ATHLETIC POSITIONS			
BASEBALL FRESHMAN HEAD COACH	\$3,057	\$3,118	\$3,180
BASEBALL JUNIOR VARSITY COACH	\$3,362	\$3,429	\$3,498
BASEBALL VARSITY HEAD COACH	\$5,349	\$5,456	\$5,565
BASKETBAL GIRLS FRESHMAN HEAD COACH	\$3,057	\$3,118	\$3,180
BASKETBALL FRESHMAN HEAD COACH	\$3,057	\$3,118	\$3,180
BASKETBALL GIRLS JUNIOR VARSITY COACH	\$3,362	\$3,429	\$3,498
BASKETBALL BOYS JUNIOR VARSITY COACH	\$3,362	\$3,429	\$3,498
BASKETBALL VARSITY GIRLS HEAD COACH	\$5,441	\$5,550	\$5,661
BASKETBALL VARSITY BOYS HEAD COACH	\$5,441	\$5,550	\$5,661
CHEERLEADING VARSITY FALL	\$2,293	\$2,339	\$2,386
CHEERLEADING VARSITY WINTER	\$2,293	\$2,339	\$2,386
CROSS COUNTRY BOYS AND GIRLS VARSITY	\$5,349	\$5,456	\$5,565
CROSS COUNTRY BOYS AND GIRLS ASSISTANT	\$3,362	\$3,429	\$3,498

	9-1-2012- 9-1-2013	9-1-2013- 9-1-2014	9-1-2014- 9-1-2015
EQUIPMENT MANAGER	\$5,441	\$5,550	\$5,661
FIELD HOCKEY JUNIOR VARSITY	\$3,362	\$3,429	\$3,498
FIELD HOCKEY VARSITY	\$5,349	\$5,456	\$5,565
FOOTBALL FIRST VARSITY ASSISTANT	\$4,890	\$4,988	\$5,088
FOOTBALL FRESHMAN	\$4,727	\$4,822	\$4,918
FOOTBALL FRESHMAN ASSISTANT	\$3,362	\$3,429	\$3,498
FOOTBALL VARSITY	\$9,312	\$9,498	\$9,688
FOOTBALL VARSITY ASSISTANT(S)	\$4,727	\$4,822	\$4,918
GOLF VARSITY	\$3,362	\$3,429	\$3,498
GYMNASTICS VARSITY	\$3,362	\$3,429	\$3,498
ICE HOCKEY JUNIOR VARSITY	\$3,412	\$3,480	\$3,550
ICE HOCKEY VARSITY	\$5,441	\$5,550	\$5,661
ICE HOCKEY VARSITY ASSISTANT	\$3,412	\$3,480	\$3,550
LACROSSE BOYS VARSITY	\$5,349	\$5,456	\$5,565
LACROSSE GIRLS VARSITY	\$5,349	\$5,456	\$5,565
LACROSSE BOYS JUNIOR VARSITY	\$3,412	\$3,480	\$3,550
LACROSSE GIRLS JUNIOR VARSITY	\$3,412	\$3,480	\$3,550
SOCCER BOYS JUNIOR VARSITY	\$3,412	\$3,480	\$3,550
SOCCER BOYS VARSITY	\$5,349	\$5,456	\$5,565
SOCCER GIRLS JUNIOR VARSITY	\$3,381	\$3,449	\$3,518
SOCCER GIRLS VARSITY	\$5,349	\$5,456	\$5,565
SOFTBALL FRESHMAN	\$3,057	\$3,118	\$3,180
SOFTBALL JUNIOR VARSITY	\$3,362	\$3,429	\$3,498
SOFTBALL VARSITY	\$5,349	\$5,456	\$5,565
TENNIS BOYS VARSITY	\$3,362	\$3,429	\$3,498
TENNIS GIRLS VARSITY	\$3,362	\$3,429	\$3,498
TRACK GIRLS WINTER VARSITY	\$5,349	\$5,456	\$5,565
TRACK SPRING BOYS VARSITY	\$5,349	\$5,456	\$5,565
TRACK SPRING BOYS VARSITY ASSISTANT(S)	\$3,362	\$3,429	\$3,498
TRACK SPRING GIRLS VARSITY	\$5,349	\$5,456	\$5,565
TRACK SPRING GIRLS VARSITY GIRLS ASSISTANT	\$3,362	\$3,429	\$3,498
TRACK WINTER BOYS VARSITY	\$5,349	\$5,456	\$5,565
TRACK WINTER VARSITY ASSISTANT(S)	\$3,362	\$3,429	\$3,498
VOLLEYBALL JUNIOR VARSITY	\$3,362	\$3,429	\$3,498
VOLLEYBALL VARSITY	\$5,349	\$5,456	\$5,565
WEIGHT LIFTING (PER SEASON – FALL, WINTER, SPRING)	\$1,527	\$1,558	\$1,589
WRESTLING JUNIOR VARSITY	\$3,362	\$3,429	\$3,498
WRESTLING VARSITY	\$5,349	\$5,456	\$5,565
INTRAMURAL POSITIONS			
INTRAMURAL DIRECTOR	\$1,528	\$1,559	\$1,590
INTRAMURAL INSTRUCTOR	\$764	\$779	\$795
SWIM PROGRAM DIRECTOR	\$1,528	\$1,559	\$1,590

**APPENDIX C
WAIVER**

I, _____ understand that I am being laid off by the Tewksbury School Committee.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining agreement, as amended, between the Committee and the Tewksbury Teachers Association and during which I retain statutory tenure rights to the extent permitted by law. I understand also that from the beginning of my involuntary unpaid leave of absence I am eligible for unemployment compensation to the extent permitted by law. I also understand that I am eligible to remain in the group health insurance program to the extent permitted by law by paying the full monthly premium to the Town.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave (recall period) my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under General Laws, Chapter 71, Section 42, in order to protect my contractual rights under the collective bargaining agreement as negotiated pursuant to General Laws Chapter 150E.

In the event of my recall this release is null and void for any subsequent termination of employment.

Employee _____

Date _____

**APPENDIX D
GUIDELINES FOR SALARY LEVEL DIFFERENTIALS**

SALARY DIFFERENTIALS

Bachelors Degree plus 15 credits
Bachelors Degree plus 30 credits
Masters Degree
Masters Degree plus 15 credits
Masters Degree plus 30 credits
Masters Degree plus 45 credits or Certificate of Advanced Graduate Study (CAGS)
Masters Degree plus 60 credits or Doctorate
Masters Degree plus 75 credits or Doctorate plus 15 credits
Masters Degree plus 90 or Doctorate plus 30 credits
Masters Degree plus 105 credits or Doctorate plus 45 credits

Eligible Graduate Credits - College credits and degrees offered to satisfy the requirements of the salary guide shall be earned at institutions of collegiate grade which have been duly accredited by the National Council for Teacher Education or one of the six (6) Regional Accrediting Agencies or both.

Bachelors Degree plus 15 credits and Bachelors Degree plus 30 credits - In order to be eligible for a salary differential under these levels, a teacher shall have earned them in approved courses.

Masters Degree “plus” Levels referenced above

- A. In order to be eligible for a salary differential under the above Graduate Credit Levels, the courses shall fulfill at least one of the following three criteria:
1. The credits shall be earned in areas which the teacher is certified, either as a major, or minor, by the Massachusetts Bureau of Teacher Certification.
 2. The credits shall be earned in an area in which the teacher is assigned, or in an area related to the teacher’s assignment. (Example of related area: Developmental Reading for an English Teacher).
 3. The credits shall be earned in the same area as the Masters Degree Major.
- B. Courses not fulfilling at least one of the above criteria may be accepted for a salary differential upon the approval of the Superintendent of Schools.
- C. In areas in which graduate courses are limited or not available, exceptions to the three (3) criteria above may be made upon the approval of the Superintendent. (Example: Industrial Arts.)
- D. All credits for these training levels must be earned after and beyond the date of completing the Masters Degree except as follows. Up to three (3) graduate credits earned while matriculating in a Masters program but outside that program will be credited towards the M + 15 column if meeting the above criteria.

Effective Dates of the Program - Bargaining unit members who submit appropriate documentation (transcripts, official grade report or copy of diploma to the Office of the Superintendent) prior to the dates specified below shall be eligible for the applicable salary differential set forth herein, such payment to be effective as follows:

<u>Date of Submission</u>	<u>Effective Date of Payment</u>
Prior to October 1	First pay period of that school year
After October 1, but not later than March 30	Fourteenth pay period of that school Year
After April 1, but not later than August 31	First pay period of the next school year

APPENDIX E TEACHER EVALUATION SYSTEM

INTRODUCTION

Faculty and administration believe that the quality of teaching and learning is directly related to the performance of the teachers who work in the Tewksbury Public School System. An effective evaluation plan is one important aspect of our professional development program.

The administrative staff shall have the responsibility for monitoring and maintaining an effective evaluation program in accordance with the terms and conditions as outlined in the collective bargaining agreement between the Tewksbury Teachers Association and the Tewksbury School Committee.

This process will be conducted in a professional and cooperative manner which will provide continued assistance and positive support. The purpose of this process is to assess the standards of performance (Form B) and promote further professional growth. The goal of evaluation is to enable each faculty member to grow and develop as an educator and to improve instruction. The relationship between the evaluator and the faculty member should be viewed as a partnership with responsibility for achieving the following objectives:

1. Foster an understanding of the mission and goals of the Tewksbury Public Schools
2. Encourage students to meet standards and expectations
3. Expand and improve instructional techniques for the benefit of all learners
4. Provide an opportunity for reflection and self-evaluation
5. Develop a sense of trust, rapport and confidence in the supervisory relationship
6. Promote the use of innovative practices

Each principal or assistant principal shall serve as the primary evaluator for all staff assigned to his/her building. Whenever possible, teachers assigned to more than one building will be evaluated by the administrator where the teacher is assigned the majority of his/her teaching responsibilities.

The primary evaluator will seek the input of appropriate/applicable system-wide directors, department heads and team leaders in the teacher's area of responsibility. Any such discussion must be conducted with the full knowledge of the teacher.

This system is designed as a two (2) year process involving the teacher and the same evaluator. Approximately one half of the teachers with PROFESSIONAL STATUS will be formally evaluated each year. The other half will participate in the alternate year process. Teachers with PROFESSIONAL STATUS may participate in consecutive formal years by mutual agreement between teacher and evaluator. Teachers WITHOUT PROFESSIONAL STATUS will be formally evaluated annually.

THE EVALUATION PROCESS

FORMAL YEAR

I. GOAL SETTING

The teacher completes the TEACHER GOAL SETTING SHEET prior to the initial conference (Form A).

II. THE INITIAL EVALUATION CONFERENCE

Teacher and evaluator meet by November 1st to accomplish the following:

- A. Discussion, review and mutual agreement on the Teacher Goal Setting Sheet (Form A)
- B. Review of observation/evaluation instruments (Forms B, C, D, E)
- C. Establishment of mutually acceptable time frames for the process
- D. Discussion, review and mutual agreement on the completion of the Initial Conference Form (Form B)

III. CLINICAL OBSERVATION PROCESS

- A. Pre-Observation Conference is held to discuss the objectives for the lesson, the context of the lesson, the relationship of the year long goal if applicable and a mutually agreed upon time and date for the classroom observation. If circumstances arise which make this time and date no longer mutually acceptable, then the parties will meet to schedule a new mutually agreeable time and date.
- B. Classroom Observation takes place and the evaluator will subsequently complete Form C.
- C. Post Observation Conference is held to review the written report of the observation (Form C) and any comments offered by the teacher. This meeting should be scheduled within five (5) working days or at a time and a date which are mutually convenient for the teacher and the evaluator.
- D. A second Classroom Observation for teachers with PROFESSIONAL STATUS may be conducted during this year at the request of the teacher or the evaluator. Teachers WITHOUT PROFESSIONAL STATUS will be formally observed twice each year.

IV. ONGOING OBSERVATIONS

- A. These observations occur throughout the year and span all aspects of teaching performance, classroom management and professional responsibilities.
- B. The teacher may periodically submit to his/her evaluator materials that detail the teacher's activities in such areas as performance, classroom management, professional responsibilities and professional development.

- C. Any concerns which arise during informal observations must be brought to the attention of the teacher if they are to be included in the final evaluation.
- D. These observations form the content of the evaluation report (Form D) with data from the clinical observation and a review of the teacher stated goal (Form A).

V. EVALUATION

- A. The teacher receives an advance copy of the Evaluation Report (Form D) five (5) days prior to the evaluation conference.
- B. The teacher and the evaluator meet to discuss the Evaluation Report (Form D).
- C. The teacher may prepare and submit a Teacher Response Form (Form E) during the conference or within ten (10) school days following the evaluation conference. This report will be attached to the Evaluation Report (Form D).
- D. The teacher and the evaluator agree to the evaluation process for the following school year (Form F).
- E. The PROFESSIONAL STATUS teacher and the evaluator sign the Evaluation Report (Form D) by May 15th. The teacher WITHOUT PROFESSIONAL STATUS and the evaluator sign the Evaluation Report (Form D) by March 15th. A copy of the final Evaluation Report (Form D) is provided to the teacher at this time.
- F. Copies of Forms A, B, D, and E are submitted to the office of the Superintendent of Schools.

ALTERNATE YEAR

I. ALTERNATE YEAR CONFERENCE

- A. The teacher and evaluator meet between May 15th - October 15th to discuss an activity which is selected by the teacher and mutually agreed upon by the evaluator and teacher. The activity is intended to promote professional development and must enhance instruction.
- B. Following the conference, the teacher completes Alternate Year Form (Form F - Section I) and both parties sign it.

II. SUGGESTIONS FOR ALTERNATE YEAR ACTIVITIES:

- A. Peer Coaching/Observation: This activity requires two teachers to work together during their alternate year. Teachers will observe one another and exchange feedback in order to enhance instruction. This option will require some creativity to facilitate classroom coverage.
- B. Mentor Teacher: A teacher helps a beginning teacher or a teacher new to a building. This option may include meeting together after school or observing in one another's classrooms.

- C. Course Work and Workshop Series: Teachers take courses at local universities or attend a series of workshops with a specific focus. This option should include some plan for implementation of new ideas or techniques in the classroom. It may also include sharing the information learned with other teachers.
- D. Collaborative Teaching: This option is a two teacher experience in which teachers work together to enrich the curriculum through team teaching.
- E. Curriculum Development: Teachers engage in a curriculum development program which is not currently being used in their classroom.
- F. Other Activities: Teacher selects a different activity which is mutually agreeable to the evaluator and the teacher.

III. FINAL ALTERNATE YEAR CONFERENCE

- A. The teacher completes Form F - Section II and meets, by May 31st with the evaluator to review the alternate year activity.
- B. The copies of the Alternate Year Form F - Section I and II are signed and submitted to the office of the Superintendent of Schools.

IV. IMPROVEMENT PLAN

An improvement plan may be included in this process if there are serious concerns regarding a teacher's performance. The notification of possible placement on an improvement plan can occur at any time. The teacher and the evaluator meet to develop an improvement plan. This plan will include:

- A. Identification of the aspects of performance which are in need of improvement
- B. Corrective action to be taken
- C. Indicators of satisfactory improvement
- D. Specific administrative support to be given
- E. Time line for completion of the improvement plan

A representative of the Tewksbury Teachers Association if requested will participate in the process.

FORM A

**TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts**

TEACHER GOAL SETTING SHEET

Teacher _____
Evaluator _____
School _____

Grade/Department _____
Position _____
School Year _____

GOAL STATEMENT:

ACTIVITIES TO ACCOMPLISH GOAL:

RESOURCES NEEDED TO ACCOMPLISH GOAL:

EXPECTED OUTCOMES:

(Use additional sheets if necessary.)

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____
White- Personnel File Yellow- Teacher Pink - Evaluator

FORM B
TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts

INITIAL EVALUATION CONFERENCE FORM

Teacher _____ Grade/Dept _____
Evaluator _____ Position _____

School _____ Date _____

(A "C" in the column indicates those areas which will be included in the written evaluation.)

TEACHING PERFORMANCE AND CLASSROOM MANAGEMENT

- 1. Establishes objectives consistent with the curriculum _____
- 2. Demonstrates knowledge of subject matter _____
- 3. Uses effective teaching techniques _____
- 4. Provides for individual differences and learning styles _____
- 5. Uses effective communication skills _____
- 6. Prepares and presents meaningful lessons _____
- 7. Organizes classroom space to enhance learning _____
- 8. Assigns homework consistent with curriculum _____
- 9. Applies management techniques to establish a productive learning environment _____
- 10. Uses varied techniques and appropriate measures for student evaluation _____

PROFESSIONAL RESPONSIBILITIES

- 1. Works to achieve teacher stated goal(s) _____
- 2. Observes established school system policies and procedures _____
- 3. Meets deadlines and fulfills routine responsibilities _____
- 4. Pursues opportunities for professional growth _____
- 5. Promotes open communication with students _____
- 6. Communicates effectively with parents/guardians _____
- 7. Maintains a positive working relationship with fellow staff members _____
- 8. Demonstrates a commitment to the profession _____

The signatures indicate that this form has been reviewed by both parties.

Teacher _____ Evaluator _____

White-Personnel File

Yellow-Teacher

Pink-Evaluator

FORM C
OBSERVATION FORM

Teacher _____ Evaluator _____

Date of Pre-Observation Meeting _____ Date of Observation _____

Observation Narrative:

Teacher Comments (optional):

Date of Post Observation Conference _____

Teacher's Signature _____ Evaluator's Signature _____

White- Personnel File

Yellow-Teacher

Pink-Evaluator

FORM D

**TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts**

EVALUATION REPORT

Teacher _____ Grade/Department _____
Professional Status _____ Without Professional Status _____
Evaluator _____ Position _____
School _____ School Year _____

Statements reflect the characteristics cited for comment on Form B. Statements also reflect ongoing observations with supporting data from the clinical observation (Form C).

Evaluation:

Teacher's signature acknowledges only that the evaluator has reviewed this evaluation with the teacher.

Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Response _____ No Response _____

White-Personnel File Yellow-Teacher Pink-Evaluator Golden Rod-Teacher's Advance Copy

**FORM E
(Optional)**

**TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts**

TEACHER RESPONSE FORM

Teacher _____ Grade/Department _____
Evaluator _____ Position _____
School _____ Date _____

Comments are in response to Evaluation Report (Form D). This form is to be returned to the evaluator within ten school days of the evaluation conference and will be attached to the Evaluation Report (Form D) (use additional sheets if necessary).

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Evaluator's signature acknowledges only that the evaluator has received this response.

White-Personnel File

Yellow-Teacher

Pink- Evaluator

FORM F — Section I

**TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts**

ALTERNATE YEAR FORM

Teacher _____ Grade/Department _____
Evaluator _____ Position _____
School _____ School Year _____

I. Description of Activity (use additional sheets if necessary):

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

White-Personnel File

Yellow-Teacher

Pink-Evaluator

FORM F - Section II

**TEWKSBURY PUBLIC SCHOOLS
Tewksbury, Massachusetts**

ALTERNATE YEAR FORM

Teacher _____ Grade/Department _____

Evaluator _____ Position _____

School _____ School Year _____

II. Teacher's Reflection/Review of Activity (use additional sheets if necessary):

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

(The above signatures acknowledge only that a meeting was held to review the completion of Alternate Year Form.)

White-Personnel File

Yellow-Teacher

Pink-Evaluator

TEWKSBURY PUBLIC SCHOOLS

Proposed Performance Standards for Teachers

- Establishes objectives consistent with the curriculum
- Demonstrates knowledge of subject matter
- Uses effective teaching techniques
- Provides for individual differences and learning styles
- Uses effective communication skills
- Prepares and presents meaningful lessons
- Organizes classroom space to enhance learning
- Assigns homework consistent with curriculum
- Applies management techniques to establish a productive learning environment
- Uses varied techniques and appropriate measures for student evaluation
- Works to achieve teacher stated goal(s)
- Observes established school system policies and procedures
- Meets deadlines and fulfills routine responsibilities
- Pursues opportunities for professional growth
- Promotes open communication with students
- Communicates effectively with parents/guardians
- Maintains a positive working relationship with fellow staff members
- Promotes a positive image of the profession

Performance Standards: Standards for teachers and other school district employees which are to be established by school committees, upon the recommendation of the superintendent. Standards should advance the goals of encouraging innovation in teaching and holding teachers accountable for improving student performance. Examples include knowledge of subject matter of field, clarity of communication, and instructional effectiveness (classroom management, design of programs). The Board of Education will develop methods of assessing an individual educator's teaching skills knowledge, and other skills required for effective performance.

Definition from the Massachusetts Department of Education

Chronology of Key Dates Teacher Evaluation System

This is a two (2) year system. The first year includes a formal evaluation. The second year includes the alternate year activity,

Formal Year

***September 1st - November 1st (Teacher with Professional Status)**

***September 1st - October 25th (Teacher without Professional Status)**

1. Teacher completes a Goal Setting Sheet (Form A)
2. Initial Evaluation Conference is held. Form B is completed and Forms C, D and E are reviewed.

*** November 1st - May 31st (Teacher with Professional Status)**

*** October 15th - March 15th (Teacher without Professional Status)**

The following steps will be completed:

1. Pre-Observation Conference held
2. Classroom Observation held
3. Observation Form (Form C) completed
4. Post-Observation Conference held (within five days of the observation)

Note: The above sequence must be repeated for teachers without professional status and may be repeated for teachers with professional status if necessary.

5. Evaluation Report (Form D) given to the teacher five (5) school days prior to the evaluation conference
6. Evaluation Conference held
7. Evaluation Response Form (Form E) (optional) submitted by the teacher within ten (10) school days following the conference
8. Evaluation Report (Form D) signed

Alternate Year

***May 15th - October 15th**

1. Alternate Year Conference held
2. Alternate Year Form (Form F - Section I) completed

*** By – May 31st**

1. Alternate Year Form (Form F - Section II) completed

APPENDIX F

SIDE LETTER — RE: STRIKE

The parties agree that there will be no retaliation by the Committee and/or its agents against any bargaining unit member or other employees for their actions with respect to the job action(s) that occurred during the 1994-1995 school year, and that there will be no retaliation by the Association or the Committee and/or its agents against teachers or other employees by the Association or the Committee and/or its agents against teachers or other employees or Committee members who failed to support the Association or honor their picket lines.

Agreed to the 18th day of January 1995, as amended by this Agreement dated November 6th 1996.

APPENDIX G
Appendix G - 1

Voluntary Separation Program for Senior Staff

Due in large measure to the impending necessity to reduce the number of positions in the bargaining unit for the school year due to financial exigency, the Tewksbury School Committee (hereinafter referred to as the "Committee"), and the Tewksbury Teachers Association (hereinafter the "Association"), agree to offer the following Voluntary Separation Program for bargaining unit members under the following terms and conditions:

1. To be eligible a bargaining unit member must have a minimum of twenty-five (25) years of full-time teaching experience or its equivalent in the Tewksbury School District and must be presently employed in the School District in a bargaining unit position at the time of application for this program.
2. On or before June 1st the bargaining unit member must submit a written notice of his/her intention to retire or resign effective June 30th of that year.
3. The bargaining unit member must waive any rights s/he may have to receive unemployment benefits following his/her separation from employment. To this end, the said member will sign the attached waiver of unemployment compensation.
4. Voluntary Separation Payments will be equivalent to a sum equal to fifteen thousand dollars (\$15,000) plus an additional sum equal to the basic yearly retirement compensation that would have been paid to a member pursuant to the provisions of Article XXVI, Section 1. D. of the collective bargaining agreement if s/he had continued his/her employment into the next following school year. Such total sum shall be paid to the bargaining unit member in three (3) equal installments payable on or before the July 31st next following the effective date of resignation and on/or before July 31st of each of the next following two (2) school years.

In accordance with state law, this payment does not qualify as regular compensation for retirement purposes. Payments will be pro-rated based upon the employee's annual salary.
5. A bargaining unit member who previously has submitted his/her intention to retire on June 30, 2004 will not be eligible for this Plan.
6. In order for the program to be financially feasible, a maximum of six (6) participants are required. If more than six (6) bargaining unit members apply, the Committee may, in its discretion, accept additional applications or may agree with the Association upon the criteria for selecting more than six (6) applicants.
7. Applications to retire or resign under this program are final and irrevocable. Upon approval of his/her application, a bargaining unit member must execute the release upon the form attached hereto and incorporated herein and submit it to the Superintendent.
8. The School Committee assumes no responsibility as to whether a bargaining unit member who retires pursuant to this Program will receive a retirement pension from the Massachusetts Teachers Retirement Board.

APPENDIX G - 2

WAIVER

I, _____, acknowledge that my separation from the Tewksbury School District is voluntary and is in compliance with the guidelines established by the Tewksbury School Districts' Voluntary Separation Program. I have freely decided to voluntarily separate from my position with the Tewksbury School District. In return for voluntary separation, I acknowledge that I will receive a payment of a sum equal to fifteen thousand dollars (\$15,000) plus an additional amount equal to the basic yearly retirement compensation that would have been paid to me pursuant to the provisions of Article XXVI, Section 1. D. of the collective bargaining agreement if I had continued my employment. Such total sum shall be paid to me in three equal installments payable on or before July 31, 200_, on/or before July 31, 200_ and on/or before July 31, 200_.

I knowingly and voluntarily waive all rights to unemployment benefits. Further, I understand that the Tewksbury School District advises me to consult an attorney before signing this waiver.

Employee:

Printed Name

Signature

Date

Received By:

Tewksbury School Department

Date

APPENDIX H

Side Letter of Agreement

Tewksbury Teachers Association and Tewksbury School Committee

As a resolution of certain items which have been proposals made by the Tewksbury Teachers Association during the negotiations for the 2003 – 2006 collective bargaining agreement, the parties hereby agree:

1. The TTA shall withdraw without prejudice its proposal #5 (Starting/Dismissal Times) to incorporate the existing teachers starting/dismissal times into the collective bargaining agreement.
2. The Association in withdrawing its proposal #29 (ESEA) without prejudice reserves without prejudice all its rights to negotiate issues resulting from the implementation of the NCLB/ESEA and the Committee reserves without prejudice all its rights and duties relative to the implementation of the law.

Dated this 4th day of February 2004

Gerald Rideout
President, Tewksbury Teachers Association

Dennis Peterson
Chair, Tewksbury School Committee