

Updated 3/14/11

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**TYNGSBOROUGH TEACHERS' ASSOCIATION**

**UNIT A**

AND

**TYNGSBOROUGH SCHOOL COMMITTEE**

Effective September 1, 2010— August 31, 2011

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made and entered into as of the 1<sup>st</sup> of September 2010 by and between the School Committee of Tyngsborough (hereinafter referred to as the Committee), and the Tyngsborough Teachers' Association (hereinafter referred to as the Association).

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For the School Committee

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For the Teachers' Association

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## PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Tyngsborough, and that good morale within the teaching staff of Tyngsborough is essential to achievement of that purpose, we, the parties of this contract, declare that:
  - a. Under the law of Massachusetts, the Committee, elected by the citizens of Tyngsborough, has final responsibility for establishing the educational policies of the public schools of Tyngsborough, and the duty of operating such schools as outlined in G.L., Chapter 71.
  - b. The Superintendent of the Schools of Tyngsborough, (hereinafter referred to as the Superintendent), has responsibility for carrying out the policies so established.
  - c. The professional staff of the public schools of Tyngsborough has responsibility for providing education of the highest possible quality in the classrooms of the schools.
  - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff, and so.
  - e. To give effect to these declarations the following principles and procedures are hereby adopted:

## ARTICLE I - RECOGNITION

- A. For the purpose 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 teaching and registered nurse employees of the Committee, (as such professional employees are defined in Section I of Chapter 150E of the General Laws of Massachusetts, constituting Unit "A").

Administrative personnel, specifically the Principals, Assistant Principals, Assistants to the Principal, and Administrator of Special Education are not parties to the collective bargaining agreement herein set forth.

All references to "teachers" shall continue to have that meaning recognized by the parties under the agreement prior to September 2002 and shall not include registered nurses. All references to "nurses" or "registered nurses" shall be limited to nurses or registered nurses. Any general references to "employees", "staff" or the like shall include all members of the bargaining unit.

Teacher Aides/Assistant Teachers are not parties to the collective bargaining agreement but are covered by separate and Unit "D" collective bargaining agreements respectively.

- B. The Tyngsborough Teachers' Association shall be, under this contract, the exclusive bargaining agents for all employees of such unit, and shall act, negotiate agreements, and bargain collectively for all employees of such unit, and shall be responsible for representing the interest of all such employees without discrimination and without regard to employee organization membership.

- C. Except insofar as this contract provides otherwise, neither party hereto shall be compelled to agree to a proposal or to make a concession.
- D. The right and responsibility to operate and manage the public schools and the educational activities in the Town of Tyngsborough, to select and direct the work of the employees, and to direct and control the use of its property and facilities, are vested exclusively with the Committee [and the Superintendent pursuant to M.G.L. c. 71]. These rights include, without being limited to, the right to
1. determine and change the number and qualifications of the pupils to attend each school and to make such provisions as will enable each student residing in the Town to attend school for the period required by law.
  2. determine and change work and experimental work programs, and to select, employ, train, assign, transfer and promote the professional employees, and periodically evaluate and determine their qualifications.
  3. discipline, suspend, or dismiss professional employees in the manner provided by law, and to regulate Association activities so as not to interfere with instructional activities during working hours, and on the premises under the control and supervision of the Committee.
  4. structure the supervisory staff and the professional employees, including the right to introduce and improve methods, and teaching techniques.
  5. obtain, and to contract and sub-contract for materials, services, supplies and equipment.
  6. establish and change any form of employee's benefits in excess or in addition to those provided in this agreement.
  7. establish, modify, and enforce policy and regulation regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules, safety regulations, and all other rights pertaining to the operation and management of the Tyngsborough Public Schools, and the business of the Committee.
- The failure of the Committee to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. None of these rights shall be exercised by the Committee contrary to any provisions of this agreement.
- E. If any provisions of this agreement, or any application of the agreement to any employee or group of employees shall be found contrary to State or Federal statutes, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## **ARTICLE II - GRIEVANCE PROCEDURE**

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

## DEFINITION

A grievance is defined as a complaint by an employee or group of employees covered by this contract based on an alleged violation of any of the terms and conditions of this agreement, or a dispute involving the meaning, interpretations, or application thereof, or an alleged violation of any specific State or Federal statutes or regulations pertaining to wages, hours, and other conditions of employment.

## PROCEDURE

### Level One

An informal settlement between the aggrieved and his/her immediate supervisor shall be attempted within ten days. The supervisor has five (5) days to respond either verbally or in writing after the informal meeting.

### Level Two

If not disposed of to the aggrieved's satisfaction by such discussion, the grievance shall be presented in writing to his/her Building Principal stating how the clause(s) or article(s) of this Agreement is violated within ten (10) school days of initial Level One meeting.

### Level Three

In the event the grievance is not disposed of to the satisfaction of the aggrieved at Level Two, or in the event no decision has been reached within ten (10) school days, the grievance shall then be referred to the Superintendent within five (5) additional school days. The Superintendent, within ten (10) school days after receipt of the written grievance stating exactly how the clause(s) or article(s) of this agreement is violated, will meet with the aggrieved in an effort to settle the grievance.

### Level Four

In the event the grievance is not disposed of at Level Three, or in the event that a decision has not been rendered within five (5) school days after the Level Three meeting, the grievance shall be referred in writing within ten (10) additional school days, stating exactly how the clause(s) or article(s) of this agreement is violated by the aggrieved to the School Committee. Within ten (10) school days thereafter, the School Committee shall meet in an effort to settle the grievance.

### Level Five

- A. In the event the grievance is not satisfactorily disposed of at Level Four, or in the event no decision has been rendered within twenty (20) school days after the Level Four meeting, the aggrieved may within ten (10) school days thereafter refer the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree to an arbitrator, then an arbitrator shall be selected under the rules and regulations of the American Arbitration Association.
- B. The request for arbitration shall state the specific provisions of this agreement on which the grievance is based, and shall state the remedy or relief sought by the party requesting arbitration. The authority of the arbitrator shall be limited to the terms and provisions of this agreement provided further that such matters subject to the provisions of c. 71, sec. 42 or 42D of the General Laws shall be exclusively resolved in accordance with such statutory procedures.

- C. The decisions of the arbitrator shall be in writing and shall set forth his findings of fact and his reasons and conclusions concerning the specific issues submitted. His decision shall be final and binding upon the concerned parties.
- D. The cost of the service of the arbitrator shall be borne equally by the School Committee and the Association.
- E. With the exception of Level One, all grievance meetings shall be held when the school is not in session.

#### GENERAL

- A. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level Two or Level Three as appropriate of the procedure set forth above, 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.
- B. No written communication, other document or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting a grievance except that the Superintendent or School Committee may keep a separate file of all grievance matters for its official use.
- C. The provisions of this article shall not be construed to restrict the Superintendent's or Principal's right to terminate or suspend in accordance with M.G.L. c. 71, sections 42 or 42D the employment of a teacher without professional status (WOPTS), and such termination shall not be subject to the grievance and arbitration provisions of this agreement. A probationary nurse may be terminated without cause and such termination shall not be subject to the grievance and arbitration provisions of this agreement.
- D. In the event a grievance arises as a direct result of an action of the School Committee, the grievance may be presented by the aggrieved directly at Level 3. The grievance will be presented in writing stating how the clause(s) or article(s) of this contract is violated.
- E. In the event a grievance in June has not been resolved by the last school day of a school year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until the first school day of the following school year. The time limits for processing a grievance during this period may be mutually extended depending on the availability of the parties involved.

### **ARTICLE III - SALARIES**

- A. The salaries of all persons covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The salaries of all persons covered by the contract are deemed to be fully earned at the close of schools in June of any given year. In the event of termination of service for any cause or beginning employment during the school year, the amount of salary owed will be the total yearly salary divided by 183 and multiplied by the number of days of service completed.
- C. Employees covered by this agreement will be paid in the following manner:
  - 1. Every other week; 26 equal payments per year, commencing on the Tuesday following the second Friday following the first day of school.
  - 2. By requesting in writing to the Superintendent of Schools on or before June 1, the employee may receive the salary due for the months of July and August in one payment on the last scheduled teacher day.
  - 3. The district shall provide the necessary payroll deduction procedures in order that staff members may participate in direct deposit banking at the employee's bank.
- D. Annual step increases may be withheld if services are judged to be unsatisfactory.
- E. Steps on the salary schedule are not necessarily geared to years of experience. Upon initial employment, the School Committee, upon the recommendation of the Superintendent of Schools, will determine the number of years of prior experience as a teacher or a nurse that will be credited and will determine the proper placement on the salary schedule.
- F. In order for an employee covered by this agreement to progress vertically on the salary schedule, the following must be completed every three (3) years: teachers and nurses on the Bachelor's and Bachelor's+15 and the Bachelor's+30 scale must complete six (6) hours of approved graduate study or approved equivalent professional improvement.

Employees on the Master's, Master's+15, and Master's plus+30 scale must complete three (3) hours of approved graduate study or approved equivalent professional improvement.
- G. In order to qualify for advancement horizontally to the Bachelor's+15 schedule, a person must complete 15 credit hours with a minimum of five (5) courses of approved graduate study beyond the Bachelor's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- H. In order to qualify for advancement horizontally to the B+30 schedule, a person must complete thirty (30) credit hours with a minimum of ten (10) courses of approved graduate study beyond the Bachelor's degree, The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.

- I. In order to qualify for advancement horizontally to the Master's+15 schedule, a person must complete fifteen (15) credit hours with a minimum of five (5) courses of approved graduate study beyond the Master's degree. The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- J. In order to qualify for advancement horizontally to the Master's+30 schedule, a person must complete thirty (30) credit hours with a minimum of ten (10) courses of approved graduate study beyond the Master's degree, The Superintendent may, upon the request of the individual concerned, waive the requirement of the minimum number of courses if it can be determined that the credits taken and presented would be equivalent to the number required for advancement.
- K. All courses for vertical and horizontal movement on the salary schedule must be approved by the Superintendent of Schools. It shall be the responsibility of the employees covered by this contract to submit to the Superintendent of Schools, not later than the last day of January of each year, a notification of their intent to complete courses to be used for vertical or horizontal movement on the salary schedule for the next school year.
- L. The Superintendent, or designee, will notify each professional in writing of his/her salary including placement on salary schedule and all additional earnings by October 1<sup>st</sup> of each year.
- M. In the event a member of the teaching staff agrees to voluntarily teach additional courses/classes, said teacher shall be compensated at the rate of twenty per cent (20%) of Step 1 (3 in 2007 – 2008) of the Bachelor's schedule, per class/course per year.
- N. In the event a member of the teaching staff agrees to voluntarily teach additional hourly programs, said teacher shall be compensated at the rate of thirty (\$30) dollars per hour for each such program.
- O. Registered Nurses shall advance on the salary as per existing policy (Effective 9/1/99 nurses will progress one (1) step each year).
- P. Teachers who begin employment after July 1, 2007, must have a valid Massachusetts' license to move beyond three vertical steps and no horizontal movement.

#### **ARTICLE IV - TEACHING HOURS AND TEACHING LOAD**

The School Committee and the Association recognize and agree that a professional employee's responsibility to his/her students and his/her profession generally entails the performance of duties and the expenditure of time beyond the regular workday, but that time and work schedules can and should be established applicable to professional employees in the normal course of their employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the School Department in the administration of this contract.

##### A. Workday

##### Addendum:

In consideration of fifteen (15) of the twenty (20) minutes, all teachers hired prior to 12/2/96 will receive a compensation of one thousand dollars (\$1000.00) a year payable over 26 pay periods. In consideration of fifteen (15) of the twenty (20) minutes, all nurses hired prior to 12/2/96 will receive compensation of seven hundred fifty (\$750.00) a year payable over 26 pay periods.

1. Each teacher shall be in his/her school building and available for duty at least fifteen (15) minutes before the scheduled start of each school day. This fifteen minutes may not be sufficient to properly supervise those students who arrive by early bus, thus supervisory assignments as needed shall be assigned on an equitable basis by the Building Principal.

The workday for all teachers shall be increased by eighteen (18) minutes per day for instructional time effective 8/27/07. In consideration of three minutes of the 20 minutes, instructional time at the end of the year is to be reduced accordingly if not used for late start, early release or cancellation due to weather/Acts of God. The parties agree to meet on or before April 15 of each year to determine what adjustments may be needed.

2. Each teacher shall be in his/her school building and available for duty after the scheduled dismissal of the school day for a period of time which shall be sufficient to take care of these details which usually are connected with the closing of the daily session, such period of time not to exceed fifteen (15) minutes. The parties of this contract agree that fifteen (15) minutes, may on occasions, be insufficient to meet with the Principal if requested to do so, to meet with pupils who may wish assistance or advice, for make-up nights, for supervision of detention sessions, supervision of students waiting for shuttle busses, and for situations beyond the control of school officials; on such occasions, the fifteen (15) minute limit does not apply.
3. Registered Nurses , special teachers and special project teachers shall observe the same working hours as teachers of the same level, (i.e., the Early Childhood Center, Tyngsborough Elementary School, Tyngsborough Middle School, and Tyngsborough High School), subject to the discretion of the Superintendent of Schools
4. All secondary teachers shall be provided, when feasible, one preparation period per day, or five per week, for the development of instructional materials.

All elementary teachers shall be provided, when feasible, five (5) preparation periods per week for the development of instructional materials. Further, when a substitute teacher is not available, the Committee agrees that instructional aides or other personnel will be utilized to provide coverage when a specialist is absent or not available for a scheduled class.

5. No secondary teacher shall, without his agreement, be required in any one semester to teach more than two subjects or to make more than two teacher preparations. Exceptions to this provision may be made only when necessary to do so in the best interest of the educational system as approved by the [Superintendent or] School Committee.
6. In addition to homeroom and study hall supervision, secondary school teachers (grades 7-12) will not be assigned more than five (5) teaching periods per day, or 25 teaching periods per week without his/her permission.
7. Professional employees will be freed from responsibility for collecting lunch money and shall be provided duty free lunches daily.
8. Consistent with existing policies and practice, registered nurses shall not be assigned to a duty except in cases of emergency.
9. The district shall be responsible for providing substitute nurse coverage.

B. Work Year

1. For the duration of this contract, the work year of employees covered by the salary schedule set forth in Appendix A shall be no more than 181 days. The "work year" shall include any days when teacher attendance is required and may be increased by legislative action or a mandate of the Department of Education.
2. In addition to the 180 teaching days, the work year shall consist of one (1) additional unstructured\* day prior to the start of the school year. The administrators may use up to three (3) hours on that day for administrative purposes.

The teachers' work year shall also consist of an additional twelve (12) hours to be used through each school year as follows:

- (1) Ten (10) hours guaranteed for SpEd purposes, if needed\*, and
- (2) Two (2) hours for educational purposes approved by the respective Principal\*\*

\* If a teacher does not utilize all ten (10) hours for SpEd, the unused hours shall be added to the time allocated for educational programs.

\*\* All twelve (12) hours are to be coordinated with the respective principal.

The nurses' work year shall also consist of an additional ten (10) hours to be used throughout each school year to update school records, and special education reports. An additional two (2) hours are reserved by the administration for other administrative activities.

3. The Wednesday before Thanksgiving shall be an early release day.
4. On December 23, 2010, April 15, 2011 and May 27, 2011, Middle School and High School teachers may leave at 11:00 A.M. Elementary teachers may leave at 12:00 P.M. This shall be with no loss of pay. This will sunset after 2010-2011 school year.

The school year shall begin the Monday before the Labor Day holiday weekend. School shall be closed on the Friday immediately preceding the Labor Day weekend and on the Labor Day holiday.

C. After School Meetings

1. The Association shall encourage voluntary participation in curriculum development and in-service meetings which shall have as their purpose the improvement of the instructional program in the Tyngsborough Public Schools.
2. Attendance at evening meetings such as P.T.S.O. affairs, except Open House, shall be at the option of an individual employee, but the School Committee and the Association encourage active participation in such meetings as part of each professional employee's responsibilities.
3. Open House shall be defined as one (1) afternoon and one (1) evening during the same week of school, and one (1) additional evening following that. No session shall exceed two (2) hours.

4. Teachers shall not be required to attend more than five (5) meetings per year which require travel.

D. Starting and Dismissal

The starting and dismissal times for students will be determined by the School Committee, but the Association may submit in writing to the Committee, its recommendations thereon prior to the implementation of any change.

1. Said starting and dismissal times are subject to modification by the Committee, but subject to Paragraph D above.
2. Each employee covered by this contract will have included in the opening of school information sent out in August of each year, notification of the starting and dismissal times that will be in effect for the ensuing year, but subject to Paragraph D above,

E. No Department Head shall, without his/her agreement, be required to teach more than four periods per day. Exception to this may be necessary because of emergency conditions and the final determination will be made by the School Committee upon the recommendation of the High School Principal to the Superintendent of Schools.

- F. 1. Student assignments shall be developed by the staff and administration in a manner which is appropriate to grade level and shall take into consideration the nature and number of students, including those with IEP'S,
2. The School Committee acknowledges that facilitating educational opportunities to a diverse population requires a degree of risk raking on behalf of all parties. No student or teacher should deliberately be placed in a situation where he/she cannot succeed.

In the event that such situation does occur, any teacher has the "right" and/or responsibility to advocate for additional assistance, without prejudice and fear for their students or themselves, to their Building Principal, Superintendent of Schools and the School Committee.

3. The procedure for making a request for non-teaching assistance shall be as follows:
  - a. Teachers at the elementary level shall make their request in this order:  
(1) building based administrator; (2) the Director of Special Education; (3) the Superintendent; and (4) the School Committee.
  - b. Teachers at the Middle and High School levels shall make their request in this order:  
(1) SpEd Liaison; (2) their Department Head; (3) their Principal; (4) the Director of Special Education; (5) the Superintendent; and (6) the School Committee.
  - c. Requests for non-teaching assistance shall be given every consideration.
4. All therapies and medical services required by the student will be provided by the nurses, PT's or OT's. Modifications as listed on the instructional Profile of the I.E.P. will be carried out by the regular/special educational teachers. This may include, for example, giving oral tests, limiting the amount of copying needed and preferential seating.

5. In acknowledgement of the challenges involved in working with today's students, the Tyngsborough School Committee, when feasible and possible, will maintain a ratio of approximately one full-time Special Education teacher for every 100 students of the general population.

**ARTICLE V - CLASS SIZE AND COMPOSITION**

- A. The parties hereto recognize the desirability of achieving optimum teaching conditions by assuring workable class size. To this end, and to the extent possible within existing facilities and available staff, the Committee recognizes that it is desirable to "attempt to reach" the following class size maxima:

1.	Elementary Schools	24
2.	Middle School and High Schools	
	academic subjects (including science laboratories)	24
3.	Industrial Arts (See maximum of 18 set by School Committee Policy)	15
4.	Vocational Education	20
5.	Physical Education	30
6.	Band and Choral Instruction	No Limit
7.	Study Hall	40
8.	Art	25

- B. In no case shall the class size for an Elementary School, Middle School and High School (except for study halls) exceed 30 pupils with the target number of 28 pupils.
- C. In making up classes for the following year, administrators shall (as far as possible) distribute discipline problems equally among the teachers at a grade level or in a subject area.
- D. Paragraphs 1 to 3 inclusive shall be subject to the emergency conditions existing in the Tyngsborough School System and any of the foregoing shall be finally determined by the Superintendent of Schools and the School Committee.

**ARTICLE VI - PROFESSIONAL FACILITIES**

- A. Each school will have the following facilities:
  1. Lockable storage space in each classroom where instructional material may be stored.
  2. A serviceable desk and chair for the teacher in each classroom.
- B. To the extent practicable within existing facilities, each school will have the following facilities:
  1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  2. An appropriately furnished room will be provided for the use of the professional staff as a faculty lounge.
  3. A dining area for the exclusive use of the professional staff. If this is not practicable within existing facilities, an adequate portion of the student lunchroom will be portioned off for the exclusive use of the professional staff.

4. An adequately maintained portion of the parking lot at each school will be reserved for employee parking.
5. Well lighted and clean teacher's rest rooms.

#### **ARTICLE VII - PAYROLL DEDUCTIONS**

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance herewith, shall certify to the Treasurer of Tyngsborough, all payroll deductions for the payment of local, state, and national dues to the Association duly authorized by employees covered by this contract.
- B. Employees will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370, and purchased for the employee by the Committee.
- C. Purchase of United States Savings Bonds and credit union deductions.
- D. The Committee shall institute the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Act – Cafeteria Plan).
- E. The District shall request of the Town that the Town adopt the provisions of M.G.L. c. 32B and, if adopted, shall provide employees with access to payroll check-offs for a Dental plan. The administrative and clerical support process, and the payroll deduction process necessary for employees to participate in group dental insurance, shall be at the expense of the employee or the Association. The parties shall meet to negotiate the implementation thereof at no cost to the Committee promptly after the Town adopts the relevant statutory provisions. The Association shall be responsible for selecting the dental insurance program.

#### **ARTICLE VIII - VACANCIES AND PROMOTIONS**

- A. All professional vacancies, including stipend positions, in the Tyngsborough System will be posted by the Superintendent on the District's website. Furthermore, the Superintendent will send each posting to each member via the District's electronic mail system. A copy of each posting will be mailed to the TTA President. The posting shall include the date posted and the closing date for applications. In the event that a vacancy occurs or a new position established during the summer recess, the notice will be mailed to the President of the Tyngsborough Teachers' Association and posted on the District's website. Furthermore, the Superintendent will send each posting and opening to each member via the District's electronic mail system. Professional employees who have applied for such vacancies will be notified of the action taken within seven (7) school days of the election of a person to fill the vacancy.

Each internal applicant will be permitted to submit a current resume and to identify individuals to provide references. Reasonable efforts will be made to contact each reference submitted by an internal or external applicant. All information supplied by each candidate or reference will be distributed to each member of any selection committee.

- B. When all factors are substantially equal, preference in filling positions in the Tyngsborough School System will be given to regularly appointed professional employees in the Tyngsborough School System.

- C. In filling such position, consideration will be given to a professional employee's area of competence, major and/or minor field of study, quality of teaching or professional performance, attendance record, and length of service in the school system. Any internal candidate not selected for a position shall, upon request, be furnished with an explanation.
- D. Paragraph A to C inclusive shall be subject to the final recommendation of the Superintendent and approval of the School Committee. The Superintendent's discretion shall not be reviewable either by arbitration or otherwise unless his recommendations are arbitrary, unreasonable, or capricious.
- E. Both parties agree that, with respect to any new positions, be they either co-curricular or extra-curricular or any other positions within Unit A, the Tyngsborough School Committee has the right to create these positions. When the Committee creates a new position, a notification will be sent to the President of the Association and the parties will negotiate prior to the posting of the position. The parties further agree that the job description, wages, hours and working conditions for said positions are subject to the collective bargaining process and that all newly created positions will become part of the Agreement where applicable.

**ARTICLE IX - STUDENT CONTROL AND DISCIPLINE**

- A. A teacher or professional employee may order removed and referred to the Principal any pupil whose conduct is detrimental to the learning process in the class, or whose conduct is contrary to the accepted standards of good behavior on school property. As soon as possible, but not later than the end of the School day, the employee initiating the removal shall present to the Principal a written report of the incident. The Principal shall inform the employee of the disposition of the incident.

**ARTICLE X - SICK LEAVE**

- A. All teachers without professional teacher status, hereinafter "WOPTS", and probationary nurses will be eligible to earn sick leave at the rate of one and one-fifth day per month accumulative each year, (for a potential of (12) days annually). Reconciliation to be made at the end of each year or at termination of employment.
- B. Teachers with professional teacher status, hereinafter "WPTS" and other permanent employees will be eligible for fifteen (15) days of sick leave each year accumulative to a total not to exceed two hundred and sixty days (260) days.

Professional Employees, who have accumulated two hundred and sixty (260) days at the end of any school year, shall be entitled to use, during the subsequent school year, the allotted fifteen (15) sick days provided for in this Article. At no time will said professional employee carry forth more than two hundred and sixty days into the next school year. The Superintendent will notify each professional employee of their accumulated sick leave in writing prior to the 2<sup>nd</sup> payroll period in each year.

- C. In cases of merit, the Committee at its discretion may allow sick leave beyond the limits under Paragraphs A and B, and upon the written recommendation of the Supervising Principal and the Superintendent of Schools.
- D. Sick leave may not be used for any other purpose except for illness or injury of the employee. A doctor's certificate may be required upon return from an absence exceeding five (5) school days.

- E. On a yearly basis, all professional employees shall be allowed to utilize up to seven (7) days of their accumulated sick leave for periods related to family illness.
- F. All employees who have fifteen (15) years of service or more in the Tyngsborough Public School System shall, upon retirement, receive a benefit of twenty-five dollars (\$25.00) a day for unused sick leave up to a maximum of one hundred (100) days pursuant to the table below. In the event of the death of the employee, payment shall be made to the employee's estate.

Employees who intend to retire shall notify the Superintendent of Schools in writing by January 15 of their intention to retire in the following fiscal year.

In the event an employee decides to retire after the above mentioned notification date, said employee shall be eligible for the retirement benefit, subject to the approval of the Superintendent based on budgetary and other considerations.

All employees who are 55 years of age or older and retire shall receive a retirement benefit in accordance with the following schedule:

# of accumulated sick days	Year of Service	Benefit Amount
100	15	\$2,500.00
120	20	\$4,500.00
140	25	\$6,500.00
160	30	\$8,500.00
180	35	\$10,500.00

Effective July 1, 2002, years of service for the purposes of this section shall include only service in the Tyngsborough Public Schools.

**ARTICLE XI - SICK BANK**

- A. The Committee agrees to establish a sick bank for the use of eligible members of the bargaining unit defined herein who have exhausted their annual and accumulated sick days through serious illnesses/accident.
- B. The initial contribution of one hundred (100) sick days by the School Committee will be deducted / returned. Every member is automatically in the sick bank unless put in writing that they do not want to participate. Each member gives 1 day.
- C. There shall be a soft cap of one thousand (1000) days in the sick leave bank. All teachers without professional status (WOPTS) shall donate one day to the sick leave bank each year, regardless of the number of days in the bank. Should the total number of days in the sick leave bank fall below the 1000 days, and the donation by the WOPTS teachers fail to reestablish the 1000 day threshold, all teachers shall donate one day.
  - Any teacher with professional status (WPTS) that previously did not belong to the bank must also contribute three days. This can be done all at once or one year at a time. In the event that a teacher with professional status (WPTS) decides not to participate then they must write another letter stating so.
- D. In the event of a new contract or the extension of the existing contract, the balance of the sick leave bank will be carried over to the succeeding contract.

- E. Those days set aside in the bank will be used to provide staff members of the bank extended sick leave, along with any benefits, upon exhaustion of their own individual sick leave both annual and accumulated.
- F. Member must be out five (5) consecutive days in order to be eligible to apply to the sick bank.
- G. The initial request for sick leave shall not exceed thirty (30) days; upon completion of the thirty day period, the period of entitlement maybe extended by a majority vote of the sick leave bank committee. Medical confirmation will again be necessary for an extension. Maximum days allowed from the sick bank in a school year is ninety (90).
- H. Maximum days allowed from the sick bank on a given incident is ninety (90) days. If at the end of the school year, days will be given up until the last day of school.
- I. If additional days are needed (for the same incident) at the beginning of the following school year, then the remainder of the days for a given incident can be used. Those days will also be deducted for the current school year. Example: 30 days used at the end of FY08, 30 days at start of FY09, still has 30 days for that incident and has only 60 days left for the FY09 school year.
- J. Incident is defined as a period of time in which the member has been out of work for five (5) consecutive days or longer. If a member is out again after returning to work then that is defined as another incident.
- K. The sick leave bank shall be administered by the Sick Leave Bank Committee which consists of three members of the association and two members of the School Committee. A bargaining unit member, appointed by the president of the Teachers' Association, will be chairperson. He/she will vote only in the case of a tie.

*Procedure:*

1. Member must use the Physicians Request Form. This form can be obtained at the Superintendent's Office or from the President of the TTA. All forms must be forwarded to the Superintendent's Office.
2. The Superintendent will notify the Sick Bank Committee Chairperson when this form is received. The Committee Chairperson will set the date and time to meet.
3. The applicant will receive notification of the Committee's decision within a time period established by the committee.
4. The application may be submitted prior to the exhaustion of the sick leave.
5. Sick leave bank benefits shall be effective the day following the exhaustion of the applicant's accumulated sick leave, retroactively, if necessary.
6. The School Committee reserves the right to require a second opinion, the cost of which the School Committee will pay for if the candidate's insurance does not. The results of the second opinion will be forwarded to the sick bank committee.

- L. The decision of the Sick Leave Bank Committee, with respect to eligibility and acceptance, shall be final and binding, and not subject to the grievance and arbitration provision of this agreement.

**ARTICLE XII - TEMPORARY LEAVE OF ABSENCE**

- A. Professional Employees will be entitled to the following leaves of absence with pay each school year:

- 1. Three (3) days leave for personal business which shall be defined as religious, business, household or a family matter which cannot be conducted at times other than normal school hours. Application for personal leave will be made at least 24 hours before taking such leave (except in cases of emergencies), and the applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section with the prior approval of the Superintendent of Schools.

Two of the days described above are available to all members of the staff with pay without restrictions. (2 unrestricted days and 1 restricted day).

Employees who do not utilize personal leave, shall be allowed a compensatory benefit of \$100.00 for each day not used.

- 2. In the event of the death of a spouse, child, parents, sibling, grandparents, in-laws, or other members of the immediate household or family, up to three days of bereavement leave will be granted. Additional days may be granted by the Superintendent, whose consent shall not be unreasonably withheld and who may, in determining whether to grant additional leave, consider the leave's impact on instruction.
- 3. In the event of the death of an aunt, uncle, brother or sister-in-law, niece or nephew, one day of bereavement leave will be granted to attend a memorial service or funeral.
- 4. Loss in salary for absence other than the above shall be computed at the rate of 1/183 of the yearly salary and shall be deducted from the July salary check or upon termination of an employee's contract.
- 5. Time necessary for Association representatives to attend meetings and conventions sponsored by the MTA or NEA, or time required by a governmental agency for the appearance of a TTA representative. The Association will reimburse the School Department for the cost of the substitute for said representative if one is hired. The Association will designate its representatives. Notice will be given to the Superintendent of Schools forty-eight (48) hours in advance. No more than three (3) such representatives shall be absent on any given day.
- 6. Time necessary for appearance at any legal proceedings arising from school related incidents if the employee(s) are required by law to attend, providing prior notice has been furnished to the office of the Superintendent or the Supervising Principal. The cost of the substitute will be deducted from the salary of the employee for non-school related incidents.
- 7. 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 the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Employees will be paid the difference between their regular pay and the pay which they receive from the State and Federal Government.

- B. Leaves taken pursuant to Section A will be in addition to any sick leave to which the employee is entitled.
- C. Educational leave may be approved by the Superintendent for visitation to other school systems for observations of programs and curriculum, and for attendance at workshops, seminars, conferences, or other professional improvement sessions. Reasonable expenses incurred, if approved by the Superintendent in advance, will be reimbursable upon request and presentation of appropriate vouchers.
- D. A maternity/paternity leave of up to two (2) years without pay or increment may be granted to professional employees.
- E. Additional leave of absence without pay or increment of up to two years may be granted to professional employees.

**ARTICLE XIII - MATERNITY/CHILDBEARING LEAVE**

A. Short Term Maternity Leave

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

A professional employee on said maternity leave may utilize during said leave any accumulated sick leave to which she is entitled for any disability resulting from pregnancy.

- 2. This leave may be extended by mutual agreement between the employee and the Superintendent in order that an employee who has been on short term maternity leave status may return at an appropriate time in consideration of students' program(s), (such as the beginning of a semester, beginning of a rank term, or after a vacation period), or when absence due to medical complications resulting from the pregnancy extends beyond the eight (8) weeks cited in #1 above.

B. Extended Maternity Leave

- 1. Under normal circumstances, upon receipt of at least six (6) weeks written notice of her/his anticipated date of departure and intention to return, the School Committee may grant an extended long term maternity/child rearing leave.

Professional employees on extended leave may utilize, during said leave, any accumulated sick leave to which she is entitled for any disability resulting from pregnancy.

- 2. Said extended leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time, such as after a vacation period or marking period) provided that, up to this time, the employee can, in the opinion of her physician perform the assigned duties satisfactorily.

Said extended leave shall extend, at the discretion of the employee, either to September 1 following the birth of the child or the next September 1.

3. In the event that the infant does not live, the employee 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 employee shall have the first option for said position.

C. Extended Child Rearing Leave

Under normal conditions, upon receipt of at least six (6) weeks written notice of anticipated date of departure and intention to return, the School Committee may grant an extended child rearing leave to any parent without pay or increment, and shall otherwise be subject to the same terms and conditions applicable to other extended leaves without pay.

D. General Provisions

1. A professional employee returning from maternity leave and/or child-rearing leave will be assigned to her/his previous position whenever possible or to as comparable a position as is then available.
2. A professional employee on extended unpaid leave may elect to maintain insurance programs – total cost to be borne by the employee.
3. All benefits to which a professional employee was entitled at the time her/his leave commences, including unused accumulative sick leave, will be restored to her/him upon her/his return.

E. Adoption Leave

Employees adopting a child shall be allowed paid leave not to exceed five days. The five days may be used for adoption purposes. Said days shall first be deducted from the employee's available personal leave and then from the annual sick leave allotment. The employee shall take reasonable measures to notify his/her principal as soon as he/she becomes aware of the need to take the day(s) off. Additional days may be granted at the Superintendent's discretion.

**ARTICLE XIV - NON-PROFESSIONAL DUTIES**

The Committee and the Association acknowledge that a professional employee's primary responsibility is to the people of Tyngsborough by developing good citizens through teaching, and his/her energies should be utilized to this end to the maximum extent possible. Therefore, they agree as follows:

- A. Professional employees will not be required to drive pupils to activities which take place away from the school building.
- B. Professional employees should not be required to supervise classes not their own except in unusual circumstances.
- C. Registered Nurses will not be regularly assigned to recess duty. Coverage will only be required under unusual circumstances.

**ARTICLE XV - PROTECTION OF PROFESSIONAL EMPLOYEES**

- A. 1. Principals and professional employees shall be required to report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing forthwith.

2. The alleged assault will be promptly investigated by the Principal or his/her designated representative. Subject to the requirements of Paragraph 3 and 4 below, the Principal and the Superintendent shall determine what action shall be taken by the School Department consistent with M.G.L. c. 71, sec. 37H. This decision will be communicated to the employee concerned.
  3. If the assault is by an adult who is not a pupil, the School Department will promptly report the incident to the proper law enforcement at the School Committee's discretion.
  4. In either cases, (pupil or non-pupil adult), the School Department will render all reasonable non-monetary aid to the employee in connection with the handling of the incident by law enforcement, legal, and medical authorities.
- B. Whenever a professional employee is absent from school as a result of injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence without having such absence charged to annual sick leave, up to a maximum of one (1) month and in situations in which the professional employee is blameless, as determined by the School Committee.
- C. So far as permitted by M.G.L. c. 258 the School Committee shall provide indemnification whenever any professional employees shall become eligible therefore.

## **ARTICLE XVI**

### **1. TEACHER ASSIGNMENT**

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have not later than August 1 in each year. It is understood, however, that initial assignments may be changed and the administration shall not be limited in making these reassignments by any provisions of this article.
- B. In arranging schedules for teachers, who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
- C. The School Committee and the Association agree that a teacher's primary function is to teach, therefore; to the extent possible, every effort will be made to limit class interruptions.
- D. A teacher's mark shall not be changed arbitrarily or without valid reason. Prior to making any change, the administrator shall consult with the teacher concerned.

### **2. NURSE ASSIGNMENT**

- A. Nurses will be notified in writing of their program for the coming school year, including the schools to which they will be assigned, and any special or unusual classes that they will have not later than August 1 in each year. It is understood, however, that initial assignments may be changed and the administration shall not be limited in making these reassignments by any provisions of this article.
- B. In arranging schedules for nurses, who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such nurses will be notified of any changes in their schedules as soon as practicable.

## **ARTICLE XVII - TUITION REIMBURSEMENT**

- A. Employees with professional status will be reimbursed tuition costs for courses taken each year up to a sum total/maximum of \$1,200.00 in each fiscal year.
- B. All courses must have the prior approval of the Superintendent of Schools, and must be completed satisfactorily.
- C. Tuition reimbursement will be made upon the successful completion of each course.
- D. No reimbursement will be made for courses taken while attending and being paid a weekly or monthly stipend under a Federal or locally financed program. This is not applicable to those people taking courses under Veteran's programs.

## **ARTICLE XVIII - LONGEVITY OR SUPER MAXIMUM PAYMENT**

A longevity step will be added to a professional employee's salary according to the following schedule:

- A. Professional employees eligible for the longevity increment must have completed fifteen (15) years of professional service, and the last ten (10) years must have been in the Tyngsborough Public Schools.
- B. 

15 years (10 in Tyngsborough)	\$600 in addition to each step.
20 years (15 in Tyngsborough)	\$900 in addition to each step.
25 years (20 in Tyngsborough)	\$1400 in addition to each step.
30 years (25 in Tyngsborough)	\$1700 in addition to each step.
35 years (30 in Tyngsborough)	\$2000 in addition to each step.
40 years (35 in Tyngsborough)	\$2300 in addition to each step.
- C. It shall be the responsibility of the employees covered by this contract to submit (forms to be provided by the central office) to the Superintendent of Schools, not later than January 1, a request to be granted the longevity payment for the ensuing year. Once an employee has been deemed eligible, the increment will continue in force.
- D. Employees who earn a Master's plus an additional sixty credits, and have served at least twenty years in Tyngsboro, shall receive an additional \$1000 annual longevity payment.

## **ARTICLE XIX - SABBATICAL LEAVE**

- A. The Tyngsborough School Committee, upon the recommendation of the Superintendent of Schools, may grant a sabbatical leave for approved study, research, or travel, in relation to a specified research project, to a member of the teaching or nursing staff who has completed a minimum of seven (7) consecutive years of experience in the Tyngsborough Public Schools.
- B. Not more than one (1) sabbatical leave shall be granted for any school year. In case the number of applications shall exceed the aforesaid number, the recommendation shall be made on the basis of the value of the proposed leave to the educational system of Tyngsborough.

- C. Prior to the granting of a sabbatical leave, the applicant shall enter into a written agreement with the School Committee that upon the termination of such leave, the teacher or registered nurse will return to service in the Tyngsborough Public Schools for a two (2) year period, and that in default or completion of said service, said teacher or registered nurse will refund to the Town of Tyngsborough an amount equal to such proportion of service in relation to the total amount.

If his/her failure to serve in the Tyngsborough Public Schools for the specified time is due to disability or death, or if s/he is discharged by the Tyngsborough School Committee, the recipient shall be released from the terms of this agreement.

- D. Recipients of sabbatical leave shall continue to be employed WPTS or on permanent status and all other prescribed rights which would otherwise be theirs if they were actively teaching in the Tyngsborough Public Schools.
- E. The specific purpose of the sabbatical leave is to improve the professional background of the person applying, therefore, the recipients shall not engage in remunerative work while on leave except as follows: scholarship and fellowship in an approved college or university which does not interfere with the prescribed program of professional improvement.
- F. Nothing in the sabbatical leave policy is to be interpreted as guaranteeing a sabbatical leave to any teacher or nurse if it is not deemed in the best interests of the Tyngsborough School System to do so.
- G. A sabbatical leave shall not be granted for less than one full school year, and the recipient shall be paid at the rate of one-half (1/2) of his/her salary which he/she would have received had he/she remained in active status.
- H. A recipient of a sabbatical leave must serve for an additional seven (7) consecutive years of service in the Tyngsborough School System before being eligible for consideration for a second sabbatical leave.
- I. Application for sabbatical leave shall be submitted to the Superintendent of Schools in writing no later than November 1 of the year prior to the school year for which the leave is requested.

#### **ARTICLE XX - AGENCY FEE**

- A. The Committee agrees to require as a condition of employment that all bargaining unit members, except those individuals certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30<sup>th</sup>) day subsequent to the effective date of this Agreement, or the beginning of such employment, whichever is later, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined mutually by the Association and the School Committee, and which amount shall be certified annually to the Committee by the Association.
- B. Section A above shall only become effective after 80% of the members of the bargaining units shall vote to approve of such a fee. The date and tally of said vote shall be forwarded to the School Committee by the President of the Association. The vote shall be taken annually.
- C. Personnel on one year appointments shall not be required to pay an agency fee.
- D. Personnel on salaried leave shall be required to pay an annual agency fee proportional to the salary they are receiving. Personnel on unsalaried leave shall not be required to pay an agency fee.

## **ARTICLE XXI - NO STRIKE CLAUSE**

The Tyngsborough Teachers' Association agrees that it shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by such employees whatever such withholding of service may be named or characterized, and in such event the School Committee may withdraw, withhold, or cancel such portion of his or her salary or wages during the continuance of any such incident, and at the discretion of the School Committee engage substitute teachers and nurses or permanent teachers or nurse to replace any teachers and nurses engaged in such incidents. Teachers employed WPTS agree that participation in such incidents shall be just cause for suspension or dismissal under General Laws, Chapter 71, of the Laws of the Commonwealth of Massachusetts.

## **ARTICLE XXII - EVALUATION**

### **Section A**

The parties agree to follow and adhere to the provision of the mutually developed and D.O.E. approved procedure so entitled Unit A Supervision and Evaluation Instrument and Procedures Appendix C dated January 1997.

The parties further agree to meet periodically or when needed to refine/reword the January 1997 document when issues involving the implementation and interpretation of this document arise.

### **Section B**

No material derogatory to a professional employee's conduct, service character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

### **Section C**

Each professional employee has the right, upon request, to review and make copies of the contents of his/her individual file, said file to be maintained in the Superintendent's office. An employee may, if he/she wishes, have a representative of the Association accompany him/her during such review. The Superintendent or his/her designee is also entitled to be present during such review.

## **ARTICLE XXIII - NON-RESIDENT STUDENT ATTENDANCE**

Members of the professional staff, who do not reside in Tyngsborough, shall be allowed to enroll their children in the Tyngsborough School System in a regular educational program without tuition expense, provided space exists in the desired grade of enrollment, as determined by the Superintendent on a yearly basis. In addition, the cost of any special services will be paid for by the parent.

## **ARTICLE XXIV - LICENSE REQUIREMENT REIMBURSEMENT**

The Committee will pay \$50.00 towards the initial cost and renewal fee for all those individuals required to have a license by the State, as follows:

- (1) Speech Pathologists
- (2) Audiologist
- (3) Psychologist
- (4) Occupational Therapist/Physical Therapist
- (5) Registered Nurse

## **ARTICLE XXV - LAYOFF**

### **A. Teaching Staff**

#### Section 1

The School Committee retains the exclusive right to determine the number of teaching positions and other professional positions and the number of teachers and staff in the Tyngsborough Public Schools and to determine that a reduction in the number of professional staff and/or layoffs are necessary.

#### Section 2

For the purposes of this Article, the following seniority levels shall be established:

- |         |   |
|---------|---|
| Level 1 | Certification in Grades PreK through Eight  |
| Level 2 | Certification in Grades Six through Twelve  |
| Level 3 | System-Wide Specialists (Art, Music, Physical Education, Industrial Arts, Home Economics, etc.) |

#### Section 3

For the purposes of this Article, the subject areas, for layoff purposes in Grades Seven through Twelve shall be: English, Science, Social Studies, Mathematics, Language Arts, Foreign Languages, Guidance, Special Needs Teacher, Business Education, Industrial Arts, Music, Art and Physical Education.

#### Section 4

When the Committee determines that it is necessary to lay off a member of the professional staff, such layoff will take place in accordance with the following procedures:

- a. To the extent possible, normal attrition will be used to reduce the number of positions in those levels and/or subject areas in which reduction and/or layoffs are necessary. That is, employees who resign, retire or otherwise terminate their employment shall not be replaced unless there is no one in the Tyngsborough Public School System who is qualified to fill such position.
- b. No certified teacher WPTS shall be laid off while a teacher WOPTS is holding a position.
- c. Any and all substitute teachers will be issued non-rehire notices before any regular full or part-time teacher is laid off.

- d. All staff, who are employed in less than a regular full time capacity, will be laid off first in the following order:
  1. Temporary substitutes
  2. Permanent substitutes
  3. Regular part-time staff who were originally hired as regular part-time staff

It is understood and agreed that if a part-time teacher is laid off in accordance with these provisions, the Committee will not be obliged or required to convert the part-time positions to a full time position.

## Section 5

After the procedures in Section 4 have been exhausted, if it becomes necessary to lay off a teacher WPTS the following procedures will be followed:

- a. Teachers WPTS shall be laid off from within their level and/or subject area. Teachers in Level 1 will be laid off by seniority without regard to the particular grade they are teaching. Teachers in Level 2 and 3 will be laid off by seniority from the particular subject area or specialty where a reduction and/or layoff is necessary.
- b. When it becomes necessary to lay off a teacher or teachers in Level 1 (grades PreK through 8), the least senior teacher will be laid off first. When it becomes necessary to lay off a teacher or teachers in Level 2 or 3, the least senior teacher in the particular subject area or specialty where a reduction or layoff is required will be laid off first.
- c. Teachers who have been laid off in accordance with this Article shall be entitled to displace a junior employee in another level or subject area provided such teacher meets the following requirements:
  1. Certified to teach in such level or subject area; and
  2. The teacher has actively taught in that level or subject area within two (2) years from effective date of layoff, or
  3. The teacher may substitute, for the teaching requirement in paragraphs above, the completion of two (2) courses (6 credits) beyond the certification requirement in the level or subject area prior to filling the position created by such displacement and the completion of one (1) course (3 credits) during the first school year after filling the position.

The two (2) courses (6 credits) requirement shall not be applicable if the certification was granted two (2) years prior to the layoff.

## Section 6

Where possible and practicable, teachers who are laid off pursuant to this Article shall be notified no later than June 15, or the last day of school, whichever is later, that they are being laid off the following September.

## Section 7

- a. While teachers covered by this Agreement are on layoff, the Committee agrees not to hire teachers new to Tyngsborough to fill permanent vacancies for which teachers on layoff are qualified and certified to fill. Any teacher on layoff will have this right of recall within their level and/or subject area until the third September first following the effective day of termination. However, teachers on layoff who have declined an offer to be rehired need not be contacted further nor rehired in the event of additional openings to be filled by the Committee. Recall to a level and/or subject area will be seniority or length of service (in the inverse order of layoff) providing that the teacher is qualified for the position in question.
- b. A teacher on layoff can be recalled to any level or subject area they were certified to teach at the time the layoff occurred.

## Section 8

All professional employees who are on layoff will be placed on the recall list unless they so indicate to the contrary in writing.

## Section 9

Teachers shall be notified of recall via certified mail at the last address of record at the office of the Superintendent of Schools. Teachers shall have ten (10) calendar days from date of mailing to notify the Superintendent of their acceptance or rejection.

## Section 10

Employees who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.

## Section 11

When a layoff and/or non-renewal of teachers WOPTS is necessary, the decision of the School Committee as to the layoff and/or non-renewal of teachers WOPTS shall be final and binding and not subject to the arbitration procedure of the Agreement. Teachers WOPTS shall be notified of a non-renewal for the subsequent school year on or before June 15 or the last day of school, whichever is later, of the prior school year.

## Section 12

Definitions – The following terms shall have the following meanings when used in this Article:

- a. Authorized Leave – Any leaves of absence approved by a vote of the School Committee.
- b. Qualified – Certified in accordance with the provisions of this Agreement.
- c. Certified – Possession of a valid teaching certificate and/or valid administrative certificate as issued in accordance with Section 38G of Chapter 71 of the General Laws of the Commonwealth and the rules and regulations of the Department of Education. It is the responsibility of the teacher to see that up-to-date copy of said certificate is on file in the Superintendent's Office.
- d. Length of Service (Seniority)

Full time employment.

Full time employment in a professional position in the Tyngsborough Public Schools from the most recent employment date (for which compensation was received) including time spent on authorized leave.

Part time employment.

Part time employment in a professional position shall gain credit towards seniority in the same proportion to the school year and school day the employee has worked.

Effective 7/1/96 all future employees shall have their seniority determined by the date of the letter they received, notifying them that they have been appointed to a position within the bargaining unit.

- e. Actively Teaching – Means full time teaching and does not include teaching as a temporary replacement or substitute teacher.

### Section 13

Seniority List – One seniority list shall be established each school year prior to October 1 of said year if possible and practicable, but in no event shall the list be established later than December 1 of said year and shall remain in effect until the subsequent list has been established. The Superintendent shall forward to the Association the initial seniority list containing the names of all employees covered by this policy. Should the Association choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Superintendent within fifteen (15) school days of receipt of the seniority list. Within ten (10) days of the receipt of the challenge, the Superintendent shall meet with the President of the Association to resolve the challenge. Challenges to the make up of subsequent annual seniority lists may be made only to the extent of the changes, if any, to the preceding seniority list. The Superintendent and the President of the Tyngsborough Teachers' Association shall sign the seniority list within ten (10) days after each revision and/or upon the resolution of a challenge. Should either party fail to sign the list within the ten (10) day period, the list shall be considered to be approved by both parties.

## **B. Nursing Staff**

### Section 1.

The School Committee retains the exclusive right to determine the number of nursing positions and other professional positions and the number of nurses and staff in the Tyngsborough Public Schools and to determine that a reduction in the number of nursing staff and/or layoffs are necessary.

### Section 2.

When the Committee determines that it is necessary to layoff a member of the nursing staff such layoff will take place in accordance with the following procedures:

- A. To the extent possible, normal attrition will be used to reduce the number of positions. That is, employees who resign, retire or otherwise terminate their employment shall not be replaced.

- B. No permanent nurse shall be laid off while a probationary nurse is holding a position.
- C. All staff, who are employed in less than a regular full-time capacity, will be laid off first in the following order:
  - 1. Temporary substitutes
  - 2. Permanent substitutes
  - 3. Regular part-time staff who were originally hired as regular part-time staff.

It is understood and agreed that if a part-time nurse is laid off in accordance with these provisions, the Committee will not be obligated or required to convert the part-time positions to a full-time position.

### Section 3.

- A. While nurses covered by this Agreement are on layoff, the Committee agrees not to hire nurses new to Tyngsborough to fill permanent vacancies for which nurses on layoff are qualified and certified to fill. Any nurse on layoff will have this right of recall within their level until the third September first following the effective day of termination. However, nurses on layoff, who have declined an offer to be rehired, need not be contacted further nor rehired in the event of additional openings to be filled by the Committee. Recall to a level will be by seniority or length of service (in the inverse order of layoff) providing that the nurse is qualified for the position in question.
- B. Nurses on layoff can be recalled to any level they were certified to nurse at the time the layoff occurred.

### Section 4.

All nursing employees who are on layoff will be placed on the recall list unless they so indicate to the contrary in writing.

### Section 5.

Nurses shall be notified of recall via certified mail at the last address of record at the office of the Superintendent of Schools. Nurses shall have ten (10) calendar days from date of mailing to notify the Superintendent of their acceptance or rejection.

### Section 6.

Employees who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.

### Section 7.

Definitions — The following terms shall have the following meanings when used in this Article:

- a. Authorized Leaves — Any leaves of absence approved by a vote of the School Committee.
- b. Qualified — Certified in accordance with the provisions of this Agreement.
- c. Certified — Possession of a valid nursing certificate and/or valid administrative certificate as issued in accordance with the General Laws of the Commonwealth.
- d. Length of Service (seniority)
  - Full-time employment
 

Full-time employment in a professional position in the, Tyngsborough Public Schools from the most recent employment date (for which compensation was received) including time spent on authorized leave.

Part-time employment

Part-time employment in a professional position shall gain credit towards seniority in the same proportion to the school year and school day the employee has worked.
- e. Actively Nursing — means full-time nursing and does not include nursing as a temporary replacement or substitute nurse.
- f. Probationary Nurse - Each registered nurse shall serve a probationary period not to exceed three years. Upon the completion of three years of service, a nurse shall become a permanent employee.

#### Section 8.

When a layoff and/or non-renewal of a non-permanent employee is necessary, the decision of the School Committee as to the layoff and/or non-renewal of said employee shall be final and binding and not subject to the arbitration procedure of the Agreement. Non-permanent employees shall be notified of a non-renewal for the subsequent school year on or before June 15 or the last day of school, whichever is later, of the prior school year.

#### Section 9

Effective 7/1/96, all future employees shall have their seniority determined by the date of the letter they received, notifying them that they have been appointed to a position within the bargaining unit.

#### Section 10

##### Seniority List

One seniority list shall be established each school year prior to October 1 of said year if possible and practicable, but in no event shall the list be established later than December 1 of said year and shall remain in effect until the subsequent list has been established. The Superintendent shall forward to the Association the initial seniority list containing the names of all employees covered. Should the Association choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Superintendent within

fifteen (15) school days of receipt of the seniority list. Within ten (10) days of the receipt for the challenge, the Superintendent shall meet with the President of the Association to resolve the challenge. Challenges to the makeup of subsequent annual seniority lists may be made only to the extent of the changes, if any, to the preceding seniority list. The Superintendent and the President of the Tyngsborough Nurses' Association shall sign the seniority list within (10) days after each revision and/or upon the resolution of a challenge. Should either party fail to sign the list within a ten (10) day period, the list shall be considered to be approved by both parties.

## **ARTICLE XXVI - DISCIPLINE/JUST CAUSE**

### Section A

No employee shall receive a written reprimand, be suspended or be reduced in rank or compensation without just cause.

### Section B

A teacher with professional status may be suspended or discharged by the Superintendent or Principal (or the Superintendent or Principal may accept a resignation from) in accordance with the provisions of Massachusetts General Laws, chapter 71 sec. 42, 42D or for the conduct involving moral turpitude occurring at any time or place, or conduct deemed by the Superintendent or Principal to adversely affect the health, morals or discipline of the pupils.

A registered nurse, who has completed the three year probationary period, shall not be discharged without just cause.

### Section C

A teacher with professional status or other employee may appeal a suspension or discharge imposed by the Superintendent or Principal in accordance with the provisions of Massachusetts General Laws, chapter 71, section 42.

### Section D. CORI CHECKS

1. The parties agree that no employee shall be subjected to a CORI check more frequently than once in every three years except upon reasonable grounds to make additional inquiries relating to activities occurring subsequent to the most recent check. No CORI check results shall be kept longer than three years.
2. The School District will provide the Association with an advance copy of the CORI request authorization form prior to distribution to any employee. Once the initial form has been provided, additional copies need only be provided in the event that the form is modified. The form shall include notice to the employee of the right to challenge the results of the check.
3. Each employee shall be provided with a copy of his/her CORI report. In the event that an employee, upon review of his/her CORI report, notifies the District that he/she intends to challenge the results of the check, the results shall not be disseminated in any manner by the District until the challenge has been resolved. In the event that the employee prevails on the challenge or the record is otherwise sealed by the state after issue, the record shall be treated as sealed by the District for all purposes.

4. District copies of all CORI reports shall be kept in a central and confidential location. Access to any and all CORI reports shall be limited to only essential and confidential personnel. All CORI reports and related documents shall be treated as confidential and shall not be kept in an employee's personnel file or in the schools.
5. The results of a CORI check shall not diminish or alter the due process or other rights of any employee under the contract or state law.

#### **ARTICLE XXVII - GENERAL**

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

#### **ARTICLE XXVIII - DURATION**

- A. This contract shall become effective on September 1, 2010 and shall remain in force and effect until August 31, 2011. Either party shall have the right to re-open the contract for non-monetary items for the second year of the agreement.
- B. Subject to the provisions of this contract, and except as otherwise provided by Appendix A and Appendix B attached hereto and made a part hereof, the wages, hours, and other conditions of employment applicable to the effective date of this contract to the employees covered by this contract shall continue to be so applicable.
- C. This contract shall thereafter automatically renew itself for successive terms of one (1) year each unless by November 15 next prior to expiration of the contract year, involved, either Committee or the Association shall have given the other a written proposal indicating desired modifications to or termination of the contract.

## APPENDIX B - SALARY SCHEDULE

### Student Advisor's Salaries

Band Director	\$3,296
Business Club Advisor	\$ 721
Chess Club Advisor	\$ 721
Chorus	\$ 721
D.E.C.A. Advisor	\$ 773
Drama	\$1,442
FIRST	\$3,914**
Foreign Language	\$ 721*
Knowledge Bowl Advisor	\$ 927
National Honor Society	\$1,133 **
Newspaper Advisor	\$1,030
S.A.D.D. Advisor	\$ 773
Ski Club Advisor	\$ 721
Student Government	\$1,391
Technology Club Advisor	\$ 773
Yearbook Advisor	\$2,060

### Class Advisors

Senior Class	\$1,133**
Junior Class	\$1,133
Student Activities Gr. 7 & 8	\$ 968
Department Heads	\$5,206
Curriculum Content Specialists	\$5,000
SPED Liaison – High School	\$3,904
Guidance Counselor	\$ 976
Head Nurse (effective 9/1/02)	\$1,000
Others	
Nurses Duties-Athletic Physicals	\$1,000
Faculty/Equipment Manager	\$2,575

\* New Club 99-00

\*\* Each Advisor

**Professional Positions**

<u>Position</u>	<u>Extra Days</u>	<u>Stipend</u>
Title 1 Coordinator		\$8,240
Director of Guidance	6	\$5,206
Guidance Counselor(s)	6	\$976
Elementary School Computer Teacher	10	
Middle School Computer Teacher	10	
Elementary School Librarian	10	
Middle School Librarian	10	
Middle School Team Leaders	5	\$5,150
Grade Level Leaders (grades 1-8)		\$1,000
High School Department Heads	17	\$5,206
Curriculum Content Specialists		\$5,000
Special Ed Liaison/Student Services	12	\$3,904
Head Nurse		\$1,000
TECC Coordinator		\$5,206
(.5 dean, .5 teacher)		
High School Dean		\$5,206
Middle School Dean		\$5,206

The job descriptions for certain Teaching Positions and Stipend Positions require that the employee work more than the standard 183/180 teaching days contracted. Individuals working in positions requiring extra days shall receive a per diem adjustment for each required day. The extra days shall be a part of each individual contract. Payment for these extra days shall be equally divided over the standard 26 pay periods.

**MENTORING**

- A. Mentors will be compensated for mentoring staff members to the district for two years at the rate of \$500.00 per mentee per year. Mentors will be compensated for mentoring a staff member who is new to the grade level for one year at the rate of \$200.00 per mentee.
- B. Members who facilitate mentor/mentee meetings in their building will be compensated \$700.00 per year for planning, presenting, notifying participants, of location/topic, and forwarding attendance, agenda, and handouts to Program Coordinator. If the meetings have co-facilitators, the \$700.00 will be distributed evenly.
- C. The District Wide Mentor Monitor will be compensated \$3,000 per year.

STEP	B	2010 – 2011		FIRST 90 DAYS	M	M+15	M+30	MM	CAGS
		B+15	B+30	M					
1	40,902	44,175	45,249		46,326	48,696	51,287	53,361	55,437
2	44,519	46,245	47,322		48,392	50,764	53,354	55,120	56,886
5	46,583	48,312	49,390		50,466	52,828	55,420	57,186	58,954
6	48,653	50,386	51,462		52,535	54,908	57,492	59,259	61,026
7	50,724	52,450	53,528		54,603	56,972	59,561	61,337	63,114
8	52,792	54,521	55,599		56,664	59,038	61,630	63,395	65,162
9	54,908	56,634	57,707		58,788	61,156	63,745	65,511	67,278
10	57,016	58,742	59,822		60,895	63,265	65,856	67,622	69,390
11	59,011	60,854	61,933		63,009	65,385	67,971	69,762	71,556
12	63,453	65,192	66,199		67,259	69,772	71,946	73,644	75,341

Renumbering steps so that we get back to steps 1 - 10

STEP	B	2010-2011		DAY 91-183	M	M+15	M+30	MM	CAGS	1.5%
		B+15	B+30	M						
1	41,516	44,838	45,928		47,021	49,426	52,056	54,161	56,269	
2	45,187	46,939	48,032		49,118	51,525	54,154	55,947	57,739	
3	47,282	49,037	50,131		51,223	53,620	56,251	58,044	59,838	
6	49,383	51,142	52,234		53,323	55,732	58,354	60,148	61,941	
7	51,485	53,237	54,331		55,422	57,827	60,454	62,257	64,061	
8	53,584	55,339	56,433		57,514	59,924	62,554	64,346	66,139	
9	55,732	57,484	58,573		59,670	62,073	64,701	66,494	68,287	
10	57,871	59,623	60,719		61,808	64,214	66,844	68,636	70,431	
11	59,896	61,767	62,862		63,954	66,366	68,991	70,808	72,629	
12	64,405	66,170	67,192		68,268	70,819	73,025	74,749	76,471	

All steps frozen until the 91<sup>st</sup> day. All employees move on the 91<sup>st</sup> day.  
1.5% raise will be applied to the schedule on the 91<sup>st</sup> day.

## Coaching Salaries

### Head Coach Varsity

I	Football	\$6,169
II	Basketball (Boys)	\$4,882
	Basketball (Girls)	\$4,882
	Wrestling	\$4,882
	Hockey	\$4,882
III	Track	\$4,676
	Field Hockey	\$4,676
	Baseball	\$4,676
	Softball	\$4,676
	Soccer (Boys)	\$4,676
	Soccer (Girls)	\$4,676
	Lacrosse (Boys)	\$4,676
	Lacrosse (Girls)	\$4,676
IV	Swimming	\$3,923
V	Cross Country	\$3,723
	Golf	\$3,723
	Tennis	\$3,723
VI	Cheerleading – Fall	\$2,616
	Cheerleading– Winter	\$2,616
VII	Nurse-Athletic Physicals	\$1,000

**Assistant Coaches & JV Coaches** 75%

**Freshman Football** 70%

## **Middle School**

### From Athletic Account

Middle School Football	\$3,000
Middle School Field Hockey	\$2,400
Middle School Basketball (boys)	\$2,400
Middle School Basketball (girls)	\$2,400
Middle School Track (boys)	\$2,400
Middle School Track (girls)	\$2,400
*Middle School Ice Hockey	\$1,500
Middle School Softball	\$2,400
*Middle School Fall Cheerleading	\$1,000
*Middle School Winter Cheerleading	\$1,000
Wrestling	\$700
Cross Country (Boys & Girls)	\$2,400
* reduced schedule	

### From Activities Account

Mountain Bike Riding Club	\$700
Chess Club	\$700
Technology Club	\$700
Newspaper (2 seasons)	\$1,400
Yearbook	\$1,400
Intramural (2 seasons)	\$1,400
Social Committee (2 seasons)	\$700 each
Homework Club	\$700
Media	\$700
Step Team (2)(3 seasons)	\$2100 each advisor
Knowledge Bowl	\$900
Foreign Language Club (3)	\$700
Science Club	\$700
Theater Productions	\$1000 per production
Spelling Bee	\$700

## **Memorandum of Understanding**

The parties agree to create a subcommittee for the purposes of reviewing the current evaluation process and bargaining any changes.