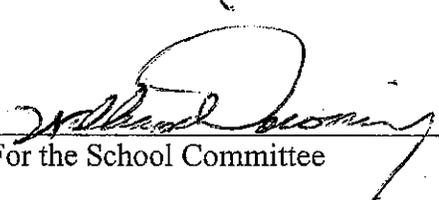
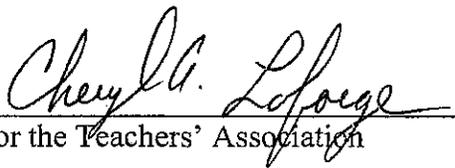


COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TYNGSBOROUGH TEACHERS' ASSOCIATION  
UNIT D (PARAPROFESSIONALS)  
AND  
TYNGSBOROUGH SCHOOL COMMITTEE

Effective September 1, 2007 — August 31, 2010

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made and entered into as of the 1st of September 2007 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).

  
\_\_\_\_\_  
For the School Committee

  
\_\_\_\_\_  
For the Teachers' Association

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 paraprofessional staff of Tyngsborough is essential to achievement of that purpose, we, the parties of this contract, declare that:

- A. Under the laws 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 Schools of Tyngsborough, (hereinafter referred to as the Superintendent), has responsibility for carrying out the policies so established.
- C. The paraprofessional staff of the public schools of Tyngsborough has responsibility for providing educational services of the highest possible quality in 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 staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the staff.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted:

#### RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all the employees covered under the terms of this agreement.

Those employees have been defined as all full-time, part-time personnel.

#### 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.

##### A. 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, interpretation, 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.

## B. PROCEDURE

LEVEL ONE... An informal settlement between the aggrieved and his/her immediate supervisor shall be attempted within ten (10) 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 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 the initial 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 is to be referred to the Superintendent of Schools 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 ten (10) school days after the Level Three meeting, the grievance shall be referred in writing stating exactly how the clause(s) or article(s) of this Agreement is violated by the aggrieved to the School Committee. Within twenty (20) school days thereafter, the School Committee shall meet in an effort to settle the grievance.

### LEVEL FIVE

1. 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 in accordance with the rules and regulations of M.G.L., Chapter 150E, Section 8.
2. The request for arbitration shall state the specific provision(s) 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, and to the specific question(s) which are submitted. The arbitrator shall not add to, subtract from, modify, or otherwise change any of the terms or provisions of this Agreement.

## C. GENERAL

1. If at the end of 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.

2. 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.
3. The provisions of this article shall not be construed to restrict the Committee's right to terminate the employment of a probationary employee, and such termination shall not be subject to the grievance and arbitration provisions of this Agreement.
4. In the event a grievance arises as a direct result of an action of the School Committee, the grievance will be presented by the aggrieved directly at Level Three. The grievance will be presented in writing stating how the clause(s) or article(s) of this contract is violated.

### ARTICLE III SALARIES

The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

Employees covered by this agreement will be paid in the following manner:

1. Every other week on the same schedule as the teachers commencing on the Tuesday following the second Friday following the first day of school
2. In 21 equal payments
3. Retroactive pay due will be paid in a separate lump sum check

### ARTICLE IV LENGTH OF WORK YEAR

- A. In addition to the 180 days, the paraprofessionals 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 paraprofessionals work year shall also consist of an additional twelve (12) hours to be used throughout each school year as follows:
- B. All twelve (12) hours will be allocated for educational programs which will be coordinated with the employee's respective principal.
- C. The Wednesday before Thanksgiving Day shall be an early release day in each of the three years of agreement.

ARTICLE V  
LENGTH OF SCHOOL DAY

- A. The workday for all paraprofessionals will be increased by eighteen (18) minutes per day for instructional time effective 8/27/07. In consideration of three (3) minutes of the eighteen (18) 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 about April 15<sup>th</sup> of each year to determine what adjustments may be needed.
- B. The Length of the school day shall be defined as fifteen (15) minutes prior to the start of classes and fifteen (15) minutes after the end of classes.

ARTICLE VI  
PAYROLL DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 1 7C 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. Purchase of United States Savings Bonds and Credit Union deductions.
- C. The district shall provide the necessary payroll deduction procedures in order that eligible staff members may participate in direct deposit banking at the employee's bank.
- D. 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 VII  
VACANCIES

- 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.

Para-professionals 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.

- B. When all other factors are substantially equal, preference in filling positions in the Tyngsborough School System will be given to members of the bargaining unit.
- C. In filling such positions, consideration will be given to the quality of performance, attendance record, and length of service in the school system.
- D. Both parties agree that, with respect to any new positions, School Committee has the right to create these positions and determine and post their job descriptions and salaries for the first year of their existence. When the Committee creates a new position, a notification will be sent to the President of the Association in conjunction with the position posting. The parties further agree that the wages for said positions are subject to the collective bargaining process for subsequent years, and that all newly created positions will become part of the Agreement where applicable.

#### ARTICLE VIII 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 IX  
TEMPORARY LEAVES OF ABSENCE

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

1. Two (2) 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.

In addition to the two days described above, an additional third day shall be available to all members of the paraprofessional staff with pay without restrictions.

Employees who do not utilize personal leave during the contract year, shall be allowed a compensatory benefit of \$50.00 for each day not used, up to seven (7) days or \$350.00 with no accumulation of days.

2. In the event of the death of a spouse, child, parents, grandparents, in-laws, or other members of the immediate household or family, up to three (3) days of bereavement leave will be granted. An additional day 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 leaves impact or instruction.
3. Time necessary for appearance at any legal proceedings arising from school related incidents if the employees 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.
4. Personal leave shall not be used to extend a vacation or holiday period except in the case of emergencies.

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 visitations 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.

ARTICLE X  
SICK LEAVE

- A. All permanent employees shall be eligible for thirteen (13) days of sick leave each year accumulative to a total of not more than 213 days, and will be notified on the first pay period in October of their accumulated sick leave days in writing. All permanent employees with ten (10) years of service shall be eligible for fifteen (15) days of sick leave each year accumulative to the total of not more than 215 days, and will be notified on the first pay period in October of their accumulated sick leave days in writing.
- B. In cases of merit, the Committee at its discretion may allow sick leave beyond the limits under paragraphs A, and upon the written recommendation of the Supervising Principal and the Superintendent of Schools.
- C. 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.
- D. On a yearly basis, all employees shall be allowed to utilize up to five (5) days of their accumulated sick leave for periods related to family illness.
- E. 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.
- F. 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	Years 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

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.

ARTICLE XI  
MATERNITY/CHILDREARING LEAVE

A. Short-Term Maternity Leave

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

An employee on said maternity leave may utilize during said leave any accumulated sick leave to which they are 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 the employee's anticipated date of departure and intention to return, the School Committee may grant an extended long-term maternity/childrearing leave.

An employee on extended leave may utilize during said leave any accumulated sick leave to which they are 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 their 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 a 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. General Provisions

1. An employee returning from maternity leave and/or child-rearing leave will be assigned to his/her previous position whenever possible or to as comparable a position as is then available.

2. An employee on extended unpaid leave may elect to maintain insurance programs - total cost to be borne by the employee.
3. All benefits to which an employee was entitled at the time of her/his leave commences, including unused accumulative sick leave, will be restored to her/him upon her/his return.

**D. 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 responsible measures to notify his/her principle 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.

Para. A. 1. with a Doctor's statement, Para. B. 1. with a Doctor's statement.

**ARTICLE XII  
PROTECTION OF EMPLOYEES**

- A.**
1. Principals and 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, and the appropriate Assistant Superintendent or his/her designated representative. Subject to the requirements of Paragraphs three and four below, these two persons and the Superintendent shall determine with the School Committee making the final decision, what action shall be taken by the School Department. 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 authorities at the School Committee's discretion.
  4. In either case, (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 an 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 employee is blameless, as determined by the School Committee.
- C.** So far as permitted by Chapter 41 Section 100C of the General Laws of the Commonwealth as amended last 1973, C. 530, the School Committee shall provide indemnification whenever any employee shall become eligible therefore.

ARTICLE XIII  
PAID HOLIDAYS

1. All permanent employees are entitled to the following holidays with pay provided they are present for the working day before and the working day following the holiday:

In the event school is scheduled to start prior to Labor Day, that day shall be added to the list of holidays with pay

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Memorial Day

Holiday pay shall be calculated as 1/181 of the salary.

2. The School Committee agrees to grant one paid floating holiday, to be used during the regularly scheduled school year. This day must be approved in advanced and is unrestricted.

ARTICLE XIV  
INSURANCE BENEFITS

- A. All permanent employees will be covered by the provisions of Workers Compensation Insurance while working for the Tyngsborough Public Schools.
- B. All permanent employees working a minimum of thirty (30) hours per week, for a minimum of the school year, will be entitled to participate in any and all insurance plans (health, life, etc.) provided by the Town and at the same rate of contribution provided by the Town and at the same rate of contribution provided for by Unit A of the contract between the Tyngsborough School Committee and the Tyngsborough Teachers' Association.
- C. All present permanent employees who have their hours reduced below 30, but more than 20 hours per week, as a result of an action by the Committee shall be allowed to continue in the above programs.

Health Insurance:

2007-2008	Town - 80 %	Unit D - 20%
2008-2009	Town - 77.5 %	Unit D - 22.5 %
2009-2010	Town - 75 %	Unit D - 25 %

*New Employees hired for 2007-2008 and thereafter* Town - 70% Unit D - 30%

ARTICLE XV  
JURY DUTY

All permanent employees called for jury duty will be compensated in accordance with the Laws of the County and the Commonwealth of Massachusetts. Further, the Committee agrees to pay the difference between regular earnings and any compensation received for service as a juror to any employee required to perform jury duty during the employee's normally scheduled days or hours of work, when applicable.

ARTICLE XVI  
GENERAL

- A. Subject to the provisions of this contract, and except as otherwise provided by Appendix A and attached hereto and made a part hereof, the wages, hours, and other conditions of employment made applicable to the effective date of this contract to the employees covered by this contract shall continue to be so applicable.
- B. No employee shall receive a written reprimand, be suspended, be reduced in rank or compensation or discharged without just cause.
- C. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the paraprofessional has had the opportunity to review the material.
- D. School officials of cities and towns keeping records concerning any employee or his/her work shall, at the written request of the employee, permit the employee by appointment to inspect the contents of his/her personnel folder, files, cards, and records, and to make copies of such contents and records as concern his/her work or himself/herself.

ARTICLE XVII  
EMPLOYEE ASSIGNMENT

- A. Employees 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 subject they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances, not later than July 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 employees who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such employee will be notified of any changes in their schedules as soon as possible.

ARTICLE XVIII  
AGENCY FEE

- A. The Committee agrees to require as a condition of employment that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30th) 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. This 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 XIX EARLY RELEASE TIME

All employees covered by this Agreement shall have the option of attending In-Service Training sessions held for the professional teacher staff during Early Release time when the program(s) are pertinent to the employee's position. In the event an employee elects not to attend the session, they will not be paid for that portion of the day.

#### ARTICLE XX TUITION REIMBURSEMENT

- A. Full-time paraprofessionals will be reimbursed tuition costs for courses taken each year up to a sum total/maximum of \$1080.00 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

ARTICLE XXI  
SALARY SCHEDULE

2007-2008	2%
2008-2009	3.5%
2009-2010	3.5%

Last day of 2007-2008	\$300 added to base
Last day of 2008-2009	\$300 added to base

	2007 - 2008		2008 - 2009		2009 - 2010
	2%	last day	3.5 %	last day	3.5%
1	\$14,967	\$15,267	\$15,801	\$16,101	\$16,665
2	\$15,808	\$16,108	\$16,672	\$16,972	\$17,566
3	\$16,675	\$16,975	\$17,569	\$17,869	\$18,494
4	\$17,528	\$17,828	\$18,452	\$18,752	\$19,408
5	\$18,559	\$18,859	\$19,519	\$19,819	\$20,513
6	\$19,608	\$19,908	\$20,605	\$20,905	\$21,637
7	\$20,454	\$20,754	\$21,480	\$21,780	\$22,542
8	\$21,296	\$21,596	\$22,352	\$22,652	\$23,445

ARTICLE XXII  
ADDITIONAL COMPENSATION

A.	College	300
	Highly Qualified per NCLB	500
	Associate Degree or 60 Credits	750
	Bachelor Degree	1200
	Certified Teacher	1500
	Secondary Resource Room	400
	Secondary L.D. Tutor	400

Additional compensation, with the exception of the secondary positions are not cumulative.  
Section A. changes begin in the year 2008-2009

**B. LONGEVITY**

after 5 years of employment	500
after 10 years of employment	1500
after 15 years of employment	2000

**C. Substitute Pay**

If an employee is called upon to be a substitute teacher for a full day, said employee shall be paid the substitute rate of pay or their own pay, whichever is higher.

When a paraprofessional is called upon to substitute an additional \$25.00 will be paid upon the completion of six and a half (6.5) hours of substituting, payable in the paycheck following the submission of the 6.5 hours sub form.

Substitute Pay            School Committee agrees to reduce substitute hour qualification from 8 to 6.5 hours beginning on January 2, 2008. This is not retroactive.

**ARTICLE XXIII  
DURATION**

- A. This contract shall become effective on September 1, 2007, and shall remain in force and effect until August 31, 2010.
- B. 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 the Committee or the Association shall have given the other a written proposal indicating desired modifications to or termination of the contract.

**ARTICLE XXIV  
SENIORITY**

- A. When feasible, the order of layoffs and recall will be based on seniority.

## MEMORANDUM

A. The T.T.A. and the School Committee agree to establish a committee consisting of paraprofessionals, administrators and the professional development coordinator, whose purpose will be to plan and implement professional development opportunities geared to the unique needs of the paraprofessional staff. These programs may include release day workshops, after school classes needed to satisfy state/federal mandates, as well as undergraduate courses offered in conjunction with the local community college or university.

B. The Tyngsborough Teachers Association and the School Committee agree to work together to jointly develop an evaluation instrument or instruments to be used at the appropriate level(s). Such instrument(s) will be developed in a timely fashion by representative group(s). The parties agree that the number of members from both sides will be kept to a minimum. Any instrument developed will not be employed until School Committee and Membership approval.

C. The School Committee and the Association agree to form a committee to establish a seniority list for Unit D members. The committee will consist of two or three members from each side, and should begin by April 1, 2008.

## Memorandum of Understanding

This Memorandum of Understanding between the Tyngsborough School Committee and Unit D (Paraprofessionals) of the Tyngsborough Teachers' Association sets the employee contribution rate as administered by Town Hall.

New Hires for the 2007-2008 School Year - 30% HMO Contribution

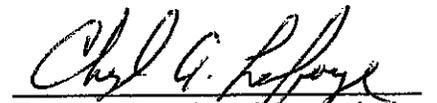
For all hires prior to the 2007-2008 School Year

20% Contribution Rate for the 2007-2008 School Year

22.5% Contribution Rate for the 2008-2009 School Year

25% Contribution Rate for the 2009-2010 School Year

  
For the School Committee

  
For the Teachers' Association

Date: 1/15/08

Date: 1/15/08