

**AGREEMENT
BETWEEN
THE SCHOOL COMMITTEE OF
THE TOWN OF CONCORD
AND
THE CONCORD TEACHERS' ASSOCIATION**

2009 - 2012

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION	5
2	ASSOCIATION SECURITY	5
	Dues Deduction	5
	Safe Harmless Clause	6
	Use of School Facilities	6
	Discrimination	6
3	SALARY	6
	Annual Teaching Salary.....	7
	Base Salary Schedule.....	8
	Retained Merit.....	11
	Experience Increments.....	11
	Placement on Steps.....	12
4	PLACEMENT ON SCALES	13
5	DOUBLE INCREMENTS	14
6	COMPENSATION FOR OTHER SERVICES PROVIDED	14
	Other Services	16
	Other Stipended Positions	17
7	SUMMER PROGRAMS	17
	Summer Projects	17
	Summer School	18
8	PROCEDURE FOR PAYMENT OF SALARIES	18
	185 - Day Contracts	18
	Stipends	18
9	PROFESSIONAL GROWTH PRACTICES	19
	Professional Growth Review Committee.....	20
	Professional Orientation Program	20
	In-service Incentive Program	21
10	PROFESSIONAL TIME RESPONSIBILITIES	21
	Early Release Days	22
11	PAYMENT FOR UNUSED SICK LEAVE	23
12	ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF MEMBERS	24

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
13	EVALUATION	24
	Evaluation Joint Labor Management Committee	25
14	INDEMNIFICATION	26
15	STAFFING	26
	Hiring of Aides	27
16	ABSENCE FROM SCHOOL DUTIES	27
	Temporary Absence	27
	Extended Absence	30
	Child-Bearing and Child-Rearing Leave	31
	Voluntary Leaves of Absence	32
	Family and Medical Leave Act of 1993	32
	Additional Leave	32
17	DEPARTMENT, CURRICULUM AND GRADE LEVEL CHAIRPERSONS	32
18	INSURANCE BENEFITS, TAX SHELTERED ANNUITIES, AND OTHER	
	PAYROLL DEDUCTIONS	33
19	GRIEVANCE PROCEDURE	34
20	ARBITRATION	35
21	SCHOOL CALENDAR	35
22	CONSULTATION ON PROFESSIONAL CONCERNS	36
23	REDUCTION IN FORCE	36
24	ASSIGNMENTS AND TRANSFERS	40
25	VACANCIES AND PROMOTIONS	41
26	EARLY RETIREMENT INCENTIVE COMPENSATION	41
27	TEACHER EMERITUS PROGRAM	42
28	DEATH BENEFIT	43
29	DURATION OF AGREEMENT	44

TABLE OF CONTENTS CONTINUED

<u>Article</u>	<u>Page</u>
WAIVER FORM.....	45
SIGNATURE PAGE.....	46
APPENDIX A	47
APPENDIX B.....	48

ARTICLE 1

RECOGNITION

1.1. Pursuant to General Laws, Chapter 150E, the School Committee of the Town of Concord recognizes the Concord Teachers' Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time professional instructional personnel employed by the School Committee of the Town of Concord, consisting of all classroom teachers including curriculum specialists, department chairpersons, Art, PE, Music, Special Education, library media specialists, instructional technology specialists, counselors, social workers, speech language pathologists, school psychologists, and nurses but excluding the Superintendent of Schools, administrative assistants, directors, managers, principals, associate and assistant principals, tutors, and all other employees of the Concord Public Schools.

1.2. The terms "teacher" and "teachers" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

ARTICLE 2

ASSOCIATION SECURITY

2.1. DUES DEDUCTION.

2.1.1. The School District agrees to deduct from the salaries of teachers who have on file with the School District an executed current dues deduction authorization card, dues for the Concord Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association and to transmit the monies to the Concord Teachers' Association Treasurer. Teacher authorization shall be in writing in a form which is acceptable to the School District.

2.1.2. Deductions referred to in Section 2.1.1. above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, The Massachusetts Teachers' Association and the National Education Association commencing in November and continuing through the second paycheck in June.

2.1.3. The Treasurer of the Town of Concord will submit the amounts deducted to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken, together with a list of the teachers from whose salaries dues were deducted and the amount of the deduction for each teacher.

2.1.4. The provisions of Article II shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the

Town of Concord shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to said Town Treasurer.

2.1.5. The Association shall indemnify and save the School District harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the School District contract period of any school year.

2.2. SAFE HARMLESS CLAUSE. A conflict of one part or provision of this contract with any law shall not thereby affect the validity or applicability of any other part or provision of this contract.

2.3. USE OF SCHOOL FACILITIES. The School District agrees to permit the Association reasonable use of school facilities, and the Association will notify the school principal of its intent to use those facilities, in advance.

2.4. DISCRIMINATION. Neither the School District nor the Association will discriminate against, restrain or coerce any teacher because of membership or non-membership in the Association.

ARTICLE 3

SALARY

3.1. There are TWO (2) components to be considered in arriving at the salary for teachers. They are:

1. **Regular Teaching Salary, 185-Day Contract**, which consists of:

- A) Base Salary, as defined in Section 3.3. This is understood to be the remuneration for all professional activities during the 185-day contract period of any school year.
- B) Retained Merit, as defined in Section 3.4.
- C) Experience Increment, as defined in Section 3.5.

2. **Compensation for Additional Duties**. The Stipend Schedule includes a list of responsibilities for which additional compensation is authorized. The amount authorized is added each year to the annual compensation for which the teacher is eligible.

3.2. ANNUAL TEACHING SALARY.

3.2.1. The annual teaching salary is the Regular Teacher Salary.

3.2.2. Those teachers engaged in special activities covered by Section 6.8. are paid each year in accordance with Article 6, Compensation for Other Services Provided. This compensation is added to the salary as listed above. It is not a part of the regular teaching salary.

3.2.3. Workshop Payment. Teachers shall be compensated for workshops which they attend upon the requirement of the administration as defined in Section 3.7.

3.3. BASE SALARY SCHEDULE, Effective July 1, 2009

CONCORD PUBLIC SCHOOLS

Teachers' Salaries 2009- 2010

Step	Bachelor	B+15	Master	M+15	M+30	M+45	M+60	Doctor
1	\$39,757	\$41,744	\$46,516	\$47,706	\$48,898	\$50,093	\$51,285	\$52,568
2	41,345	43,414	48,375	49,616	50,855	52,095	53,336	54,670
3	42,999	45,148	50,309	51,601	52,891	54,179	55,470	56,855
4	44,720	46,956	52,321	53,664	55,005	56,348	57,690	59,131
5	46,508	48,836	54,417	55,811	57,206	58,600	59,966	61,496
6	48,368	50,789	56,590	58,042	59,494	60,944	62,396	63,956
7	50,303	52,819	58,856	60,366	61,873	63,383	64,891	66,515
8	52,316	54,933	61,210	62,780	64,349	65,919	67,487	69,174
9	54,408	57,130	63,657	65,290	66,924	68,556	70,188	71,942
10	56,585	59,414	66,206	67,902	69,600	71,310	72,995	74,818
11	58,850	61,791	68,853	70,619	72,384	74,150	75,914	77,810
12	61,202	64,261	71,609	73,443	75,280	77,116	78,952	80,925
13	63,652	66,832	74,472	76,380	78,290	80,200	82,110	84,164
14	66,195	69,508	77,450	79,437	81,422	83,409	85,393	87,529
15	68,845	72,287	80,548	82,614	84,678	86,745	88,810	91,030
16	71,599	75,180	83,769	85,919	88,066	90,214	92,363	94,672
17	74,462	78,187	87,121	89,357	91,590	93,821	96,058	98,459
18	75,951	79,751	88,863	91,144	93,422	95,697	97,979	100,428

CONCORD PUBLIC SCHOOLS

Teachers' Salaries 2010 - 2011

Step	Bachelor	B+15	Master	M+15	M+30	M+45	M+60	Doctor
1	\$40,054	\$42,057	\$46,864	\$48,064	\$49,265	\$50,469	\$51,669	\$52,963
2	41,655	43,739	48,738	49,988	51,236	52,486	53,736	55,080
3	43,321	45,487	50,686	51,988	53,287	54,586	55,886	57,282
4	45,055	47,308	52,713	54,067	55,417	56,771	58,123	59,575
5	46,857	49,202	54,825	56,229	57,635	59,040	60,446	61,957
6	48,731	51,170	57,015	58,477	59,940	61,401	62,864	64,436
7	50,680	53,215	59,297	60,818	62,337	63,858	65,378	67,013
8	52,708	55,345	61,669	63,250	64,832	66,413	67,993	69,693
9	54,816	57,558	64,135	65,780	67,426	69,070	70,714	72,482
10	57,010	59,860	66,702	68,412	70,122	71,845	73,542	75,379
11	59,291	62,254	69,369	71,149	72,927	74,706	76,483	78,394
12	61,661	64,743	72,146	73,994	75,845	77,694	79,544	81,532
13	64,130	67,333	75,031	76,953	78,877	80,802	82,726	84,796
14	66,692	70,030	78,031	80,032	82,033	84,034	86,034	88,185
15	69,361	72,829	81,152	83,234	85,313	87,395	89,476	91,713
16	72,136	75,744	84,398	86,563	88,726	90,891	93,056	95,382
17	75,021	78,744	87,774	90,027	92,277	94,525	96,779	99,197
18	76,521	80,349	89,529	91,828	94,123	96,415	98,714	101,181

CONCORD PUBLIC SCHOOLS

Teachers' Salaries 2011 - 2012

Step	Bachelor	B+15	Master	M+15	M+30	M+45	M+60	Doctor
1	\$40,355	\$42,373	\$47,216	\$48,425	\$49,634	\$50,847	\$52,057	\$53,360
2	41,968	44,067	49,103	50,363	51,620	52,879	54,139	55,493
3	43,646	45,828	51,067	52,378	53,687	54,995	56,305	57,711
4	45,393	47,663	53,109	54,472	55,833	57,196	58,559	60,022
5	47,209	49,571	55,236	56,651	58,068	59,483	60,899	62,422
6	49,096	51,554	57,442	58,916	60,390	61,862	63,335	64,919
7	51,060	53,614	59,742	61,275	62,804	64,337	65,869	67,516
8	53,104	55,760	62,132	63,725	65,318	66,911	68,503	70,215
9	55,227	57,990	64,616	66,273	67,931	69,588	71,245	73,025
10	57,437	60,309	67,202	68,925	70,648	72,384	74,094	75,944
11	59,736	62,721	69,889	71,682	73,474	75,267	77,057	78,982
12	62,123	65,229	72,687	74,549	76,414	78,277	80,140	82,144
13	64,611	67,834	75,594	77,530	79,469	81,408	83,346	85,432
14	67,192	70,555	78,616	80,633	82,648	84,665	86,679	88,847
15	69,881	73,375	81,760	83,858	85,953	88,051	90,147	92,401
16	72,677	76,312	85,031	87,212	89,392	91,573	93,754	96,098
17	75,583	79,364	88,432	90,702	92,969	95,234	97,504	99,941
18	77,095	80,952	90,201	92,516	94,829	97,138	99,454	101,940

3.4. RETAINED MERIT. Effective September 1, 1978, members of the professional staff, who have received merit awards in previous years and who achieve the thirteenth step of the salary schedule, shall retain, over and above the thirteenth step, the following amounts of accumulated merit:

Number of Previously Granted Merit Awards:	1	2	3	4	5	6
Retained Dollars:	\$325	\$650	\$990	\$1,375	\$1,765	\$2,215

Effective September 1, 1979, members of the professional staff, who have received merit awards in previous years and who achieve the fifteenth step of the salary schedule, shall retain, over and above the fifteenth step, the following amounts of accumulated merit:

Number of Previously Granted Merit Awards:	1	2	3	4	5	6
Retained Dollars:	\$150	\$300	\$480	\$750	\$1,030	\$1,430

Members of the professional staff who have received merit awards prior to September 1, 1978, and who have not reached the thirteenth step shall retain their full merit awards until such time that they reach the thirteenth and fifteenth steps in which event the above formulae shall apply.

3.5. EXPERIENCE INCREMENTS. In recognition of service in the Concord and Concord-Carlisle School Districts including authorized leaves of absence, teachers shall receive yearly increments. For teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school year, the increments shall be as follows:

<u>Completed Years of Service</u>	<u>Increment Amount</u>
10 - 14	\$500
15 - 19	\$600
20 - 24	\$700
25 - 29	\$800
30 and over	\$900

For teachers whose employment with the Concord Public Schools commences with a school year prior to the 2004-2005 school year, the increments shall be as follows:

<u>Completed Years of Service</u>	<u>Increment Amount</u>
10 - 14	\$1,000
15 - 19	\$1,500
20 - 24	\$2,000
25 - 30	\$2,600
30 and over	\$3,200

Teachers in this second category who have 35 or more years of service as of the start of the 2003-2004 school year shall receive \$3,850.

3.6. ALTERNATIVE EXPERIENCE INCREMENTS. Teachers with fifteen (15) completed years of service in the Concord Public Schools may elect an alternative experience increment of \$3,500 per year (\$5,000 per year for teachers whose employment with the Concord Public Schools commenced with a school year prior to the 2004-2005 school year) for three (3) consecutive years that follow acceptance under this provision. Eligible teachers will be entitled to the full three (3) year sum of \$10,500 (\$15,000 for teachers whose employment with the Concord Public Schools commenced with a school year prior to the 2004-2005 school year), regardless of the date of termination. Payment will continue until the remaining credit is exhausted if an entitled teacher is terminated.

Notification of election of this option must be received by October 15 of the school year prior to the school year in which the payments are to begin.

An employee who opts for these Alternative Experience Increments will forgo any Sick Leave Buyback payments and other benefits under Article 11 for which s/he may be eligible and any future Experience Increment payments as defined in 3.5, starting with the school year in which payments under this Article commence

3.7. Teachers who are required to attend workshops for retraining purposes shall be compensated at the rate of fifty (\$50) dollars per day when workshops occur beyond the 185 day contracted year.

3.8. The Base Salary for teachers is considered to define the normal salary range and progression for teachers employed by the Concord Public Schools. It is understood to be the full remuneration for all professional activities, except such others as are specifically defined in subsequent articles associated with employment for 185 days. At various times during the school year, as defined on the annual school calendar, teachers will be expected to participate in in-service activities associated with their positions.

3.9. PLACEMENT ON STEPS. Steps in the Basic Salary Scales for teachers define the normal progression of teachers in the employ of Concord Public Schools who serve satisfactorily. Normally, a teacher without experience will be awarded a salary at the first step. A teacher commencing his/her second year will be awarded a salary at the second step, etc.

3.9.1. Experience. Experience will be determined to the nearest number of whole years of teaching experience in Concord, Carlisle, Concord-Carlisle or other schools in which the experience may be deemed to contribute to the teacher's proficiency. Fractions of a school year equal to or greater than one half will be considered a whole year.

3.9.1.1. Military Service. Full credit on the basic salary schedule will be allowed for each year of military service for individuals whose teaching service was interrupted thereby and half credit will be allowed for each year of military service for individuals whose teaching service was not interrupted thereby.

3.9.1.2. Unusual Service. In situations where the foregoing stipulations step applicable, such evaluation being presented by the principal, subject to the approval of the Superintendent.

3.9.1.3. Initial Employment. At the discretion of the principal, subject to the approval of the Superintendent, credit upon hiring or rehiring may be given for prior full-time teaching experience in public or private schools, college teaching experience or other experience. Normal progression, if service is satisfactory, may be anticipated thereafter starting from this point.

3.9.2. Step Increment Withheld. Increments are not considered automatic. A step increment may be withheld by the Superintendent, upon recommendation of the principal, from teachers whose work is judged to be unsatisfactory.

ARTICLE 4

PLACEMENT ON SCALES

4.1. The classification is based on academic degrees. Evidence of degree status in the form of a transcript or other official statement from the college or university involved will be required of all teachers.

4.2. Placement on all scales will be at the beginning of the school year and March 1 of each school year, depending upon the date of satisfactory completion of the course work and its proximity to either of these dates.

4.3. Teachers who have earned a Bachelor's degree are eligible for salaries listed under that heading. Experienced teachers who may not have earned such a degree may be considered in this category.

4.4. Teachers who have earned a Master's degree from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agencies are eligible for salaries on the Master's degree scale.

4.5. Teachers who have earned a Doctor's degree from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agencies are eligible for salaries on the Doctor's degree scale.

4.6. Placement of staff members on the B+15, M+15, M+30, M+45 and M+60 semester hour scales is at the discretion of the Superintendent. Official, certified transcripts of courses completed beyond the appropriate degree are to be forwarded to the Superintendent prior to placement on the applicable salary scale either before the beginning of the school year or March 1.

4.6.1. The Superintendent's approval of such credits submitted for consideration will be made on the basis of their relevance to the staff member's current position and potential worth in improving performance and in meeting needs as determined by the Superintendent.

4.6.2. Credit for the B+15, M+15, M+30, M+45 and M+60 salary scales will be awarded for courses which are approved in writing by the Superintendent prior to enrollment. Following successful completion of the course, the professional staff member must present an official certified transcript to have the course recorded in the Human Resources Office.

4.6.3. Credit for courses which have not been approved in advance by the Superintendent is at the discretion of the Superintendent.

4.6.4. If, for any reason, the Superintendent does not approve credits submitted for B+15, M+15, M+30, M+45 or M+60 placement, an appeal may be formally made within thirty (30) calendar days after the Superintendent's decision to the committee composed of the Assistant Superintendent and the Principal of the building, or the appropriate director or coordinator, the president and vice-president of the Association, and one additional staff member mutually acceptable. The committee will determine by majority vote whether the Superintendent's recommendation will stand within thirty (30) calendar days of the appeal.

ARTICLE 5

DOUBLE INCREMENTS

5.1. Upon the recommendation of the principal, the Superintendent may grant an additional increment to teachers who have at least one (1) but less than three (3) years' service in the schools. Teachers so recommended would be extremely outstanding in their performance.

ARTICLE 6

COMPENSATION FOR OTHER SERVICES PROVIDED

6.1. As stated in Article 10, during the ten-month contract period from the beginning of the school year to June 30, staff members are expected to be available whenever necessary to discharge properly their professional responsibilities.

6.2. All teachers are expected, as part of their regular duties, to participate in activities outside the classroom. These activities include faculty meetings, committee meetings for curriculum improvements, parent-teacher meetings and conferences, school socials, field trips and other professional activities.

6.3. Some activities, however, require considerably more time and energy than that which can be expected in the description of professional responsibilities contained in this policy. This is the case in guidance and social work conferences, coaching athletic teams after school and

supervising some of the other co-curricular activities.

6.4. Members of the staff whose time is required by the Superintendent beyond the regular contract period will be reimbursed for their time. The reimbursement will be calculated as 1/185th of the teacher's Regular Salary for each such day required.

6.5. The Superintendent or his/her designee will define projects which need to be accomplished. Staff will be asked to work on these projects and will be involved in a discussion of all the various tasks which need to be accomplished to complete the project. As part of the identification of expectations concerning the project, the participant(s) and the Superintendent or his/her designee will determine an appropriate sum of money to be paid to the participants for the completion of the task. Consistent with past practice, payment shall be at the rate of \$50 per hour.

6.6. The responsibilities listed in Section 6.8. will carry additional stipends in the amounts indicated. The range is to provide a minimum and maximum within which a person assuming responsibilities for the various activities may be paid.

6.6.1. A person beginning with a given activity would normally start at the minimum salary, but upon the recommendation of the principal and subject to the approval of the Superintendent, may be placed at any step within the appropriate scale.

6.6.2. It is understood that increments would be granted on a merit basis. They may be withheld if, in the opinion of the school administration, the responsibility does not warrant the additional pay. By the same token, they may be increased if, in the opinion of the school administration, the responsibility warrants the additional amount. All such variations within the range are subject to the approval of the Superintendent.

6.7. Assignment of coaching duties and other stipend positions for the following school year will be made prior to March 1, insofar as is possible. The teacher's gross salary will be computed by adding the stipend for special duties to his/her Regular Salary. Adjustments for special duties will be made from time to time if necessary.

6.8. Compensation for Other Services Provided (COSP) 2009- 2012

GROUP	Year	Step 1	2	3	4
1 Faculty Manager	2009-10	\$3,410	\$3,734	\$4,133	\$4,612
	2010-11	\$3,512	\$3,846	\$4,257	\$4,750
	2011-12	\$3,618	\$3,961	\$4,385	\$4,893
2 Head Baseball Head Basketball (B) Head Basketball (G) Head Field Hockey Head Football Head Soccer (B) Head Soccer (G) Head Softball Head Track & Field (Co-ed) Head Cross Country	2009-10	\$2,145	\$2,465	\$2,820	
	2010-11	\$2,209	\$2,539	\$2,905	
	2011-12	\$2,276	\$2,615	\$2,992	
3 Asst. Track & Field (Co-ed) Asst. Cross Country	2009-10	\$1,448	\$1,690	\$1,931	
	2010-11	\$1,491	\$1,741	\$1,989	
	2011-12	\$1,536	\$1,793	\$2,049	
4 Intram. Fall Soccer (Co-ed) Intram. Basketball (B) Intram. Basketball (G) Intram. Baseball Intram. Softball Intram. Other	2009-10	\$973	\$1,262		
	2010-11	\$1,002	\$1,300		
	2011-12	\$1,032	\$1,339		
5 Dramatics Student Council Advs.	2009-10	\$2,145	\$2,465	\$2,820	
	2010-11	\$2,209	\$2,539	\$2,905	
	2011-12	\$2,276	\$2,615	\$2,992	
6 8th Gr. Yearbook Advs. Assistant Dramatics Math Team Advisor Model Un Math Counts	2009-10	\$1,603	\$1,841	\$2,162	
	2010-11	\$1,651	\$1,896	\$2,227	
	2011-12	\$1,701	\$1,953	\$2,294	
7 Basketball Audience	2009-10	\$80	per game/per supervisor		
	2010-11	\$83	per game/per supervisor		
	2011-12	\$85	per game/per supervisor		
8 K-5 Dramatics*	2009-10	\$289	production	\$577	major production
	2010-11	\$298	production	\$594	major production
	2011-12	\$307	production	\$612	major production

*Limit two productions/elementary school/year. Principal and coordinator will jointly approve the production and the stipend.

6.9. Other Stipended Positions

K-5 Language Arts Curriculum Specialist	3%	Of B Max.
K-5 Social Studies Curriculum Specialist	3%	Of B Max.
K-5 Science Curriculum Specialist	3%	Of B Max.
K-5 Math Curriculum Specialist	3%	Of B Max.
K-5 Curriculum Chairs	2.5%	Of B Max.
K-5 Grade Level Chairs	2.5%	Of B Max.
6-8 Department Chairs	6%	Of B Max.
6-8 House Leaders	2.5%	Of B Max.
K-8 Physical Education Curriculum Chair	3%	Of B Max.
K-12 Health Curriculum Specialist	3%	Of B Max.
K-12 Informational Technologies Coordinator	8%	Of B Max.
K-12 Curriculum Chairs	3%	Of B Max.

	2009-10	2010-11	2011-12
K-12 Art Chair	\$2,653	\$2,733	\$2,815
K-12 Music Chair	\$2,653	\$2,733	\$2,815
Mentor	\$1,061	\$1,093	\$1,126
Mentor Guide	\$530	\$546	\$562
Principal Designee	\$1,500	\$1,545	\$1,591

6.10. New leadership positions, the need for which will be determined by the Superintendent with School Committee approval, will be paid as follows: 1% of M Max.

6.11. All stipends or any other monetary compensation on which the parties reach agreement and reduce to writing during the term of this agreement or any extension thereof are hereby incorporated in accordance with the terms of such agreement into the Collective Bargaining Agreement at the time the agreement is reached.

ARTICLE 7

SUMMER PROGRAMS

7.1. Summer Projects.

Teachers who work on an approved summer project will be compensated at the rate of \$225 per six (6)-hour day beginning July 1, 1995.

The two parties agree that the following shall be desired goals with respect to summer workshops for the Concord Public Schools.

- 1) Summer workshop recipients will be notified by April 1 when possible.
- 2) Summer workshops will be scheduled between July 1 and July 15 whenever possible.

- 3) Compensation for workshop participation will be made by the second pay period following completion of the workshop whenever possible.
- 4) Teacher participation in workshops is voluntary.

7.2. Summer School.

In the event that the School District authorizes a summer school the following shall apply:

7.2.1. Such program shall be under School District control.

7.2.2. Participation of the Concord professional staff in summer school is voluntary but the Concord professional staff will have priority over all others for the staffing of positions.

7.2.3. All summer pay will be at the rate of \$225 per day for full-time summer programs (two classes of 1.5 hours each) and \$112.50 for one-half day (one class of 1.5 hours).

7.2.4. Summer employees will not be paid for days absent.

NOTE: Voluntary for personnel; no one can teach more than two classes per day.

ARTICLE 8

PROCEDURE FOR PAYMENT OF SALARIES

8.1. 185-DAY CONTRACTS.

8.1.1. Personnel on 185 day contracts will be paid Regular Salary in twenty-six (26) equal biweekly installments commencing in September. Article 8

8.1.2. A staff member who determines that s/he desires to have his/her June and July paychecks paid as a lump sum no later than June 30 of the school year in which the compensation is due shall make such election on the form incorporated hereto no later than July 31 of the year preceding the school year in which the compensation is due. The election form will be distributed in the last paycheck in the month of June and must be returned to the Deputy Superintendent of Finance and Operations Office no later than July 31, 2008 for school year 2008-2009. Once a staff member makes an election, that election of payment shall remain in effect until such time as the staff member changes his/her election.

For staff employed by the Concord Public Schools after the first workday of the 2008-2009 school year who wish to participate in the lump sum option or for staff members who determine to change their election for the subsequent school year, 2009-2010, such

election must be made by returning the form distributed in the last paycheck in the month of June to the Deputy Superintendent of Finance and Operations Office no later than July 31, 2009.

For staff employed by the Concord Public Schools after the first workday of the 2009-2010 school year who wish to participate in the lump sum option or for staff members who determine to change their election for the subsequent school year, 2010-2011, such election must be made by returning the form distributed in the last paycheck in the month of June to the Deputy Superintendent of Finance and Operations Office not later than July 31, 2010. For staff hired between August 1st and before the first day of school, the Internal Revenue Service deadline which requires election of payment methodology prior to the first day of school shall be used.

Notwithstanding the options outlined herein, for those employees who do not notify the Deputy Superintendent of Finance and Operations in a timely manner, the twenty-six (26) pay period option shall be the default method of payment.

Should the IRS eliminate the 409A requirements for school employees, the parties will reinstitute the original language of 8.1.2 of the 2006-2009 Collective Bargaining Agreement.

8.1.3. Personnel who begin their service after the beginning of the contract year or terminate their service before the end of the contract year will be paid on a pro-rated basis according to the following formula:

$$\frac{\text{Days of Service}}{185} \times \text{Regular Salary} = \text{Total Pay Entitlement.}$$

8.2. STIPENDS. Compensation for other Services Provided.

8.2.1. Stipend-paying positions employing regular staff members for year-long assignments determined prior to August 15 will be paid with the Regular Salary in twenty-six (26) biweekly installments commencing in September.

8.2.2. Stipend-paying positions employing regular staff members determined on or after August 15 for full year assignments and assignments for less than the full school year will be paid in a single payment following the completion of the assignment.

ARTICLE 9

PROFESSIONAL GROWTH PRACTICES

9.1. All teachers are expected to keep abreast of and alert to new developments in their special fields through course work, workshops, lectures and other special study. Teachers must maintain all required licenses. If a teacher's license lapses, a salary step increment (or for a teacher at the top step of the salary schedule, a salary rate increase) will be withheld. The preceding sentence shall not apply if the teacher's license lapses solely because of a demonstrated failure by the Department of Elementary and Secondary Education to properly

process the teacher's license documentation in a timely manner. If pay is withheld from a teacher who loses his/her license due to a demonstrated failure by the DESE, then, upon receipt of the license, the withheld pay shall be reinstated retroactively. If following the lapse for any reason of a teacher's license the District is unable to obtain a waiver permitting the teacher to continue in employment, the teacher will be terminated from employment as required by Massachusetts General Law.

9.1.1. Recertification. The Recertification Process Guidelines for CPS/CCRSD are to be used by faculty and administrators in the review and completion of Individual Professional Development plans for the purpose of recertification.

9.2. The School District will pay the cost of tuition for courses at accredited colleges, universities or professional training schools which are taken at the written recommendation of the Superintendent of Schools.

9.3. At the discretion of the Superintendent, opportunities may be provided and financed for staff members to improve themselves in areas and skills required by the school system. Such areas would include academic work, special programs and in-service programs as may be specified by supervisors or administrators or requested by individual staff members.

9.4. Contingent upon the Superintendent's written approval prior to enrollment, professional staff members will be reimbursed for the cost of tuition (not to exceed \$150 per credit hour less scholarships, grants or vouchers) for courses at accredited colleges, universities or professional institutions. The minimum of \$10,000 for the 1997-1998 school year will be increased to \$15,000 for the 1999-2000 school year and thereafter.

9.4.1. Reimbursement of tuition will be made upon the successful completion of any approved course as evidenced by the submission of transcripts and proof of tuition payment.

9.4.2. A list of all approved tuition reimbursements will be compiled by the Superintendent for each semester. These lists will be available to the Association President in December for first semester courses and in June for second semester and anticipated summer courses.

9.5. The School District will annually, as part of the budget setting process, review the need for staff development activities and provide the necessary funds accordingly.

9.6. PROFESSIONAL GROWTH REVIEW COMMITTEE. There shall be a Professional Growth Review Committee (PGRC) which will consist of the Assistant Superintendent, the Middle School Principal, one elementary school principal, two K-5 teachers, one Middle School teacher, and a representative from the Concord Teachers' Association. The K-5 and Middle School teachers are appointed by the President of the Concord Teachers' Association. The PGRC will be chaired by the Assistant Superintendent and will be convened as needed. The role of the PGRC is to make recommendations to the Superintendent regarding, but not limited to, such items as:

1. Proposing specific criteria for in-service incentive opportunities for which credit

will be given toward movement on the salary schedule;

2. Reviewing course requirements for which participants will receive credit;
3. Suggesting changes in the Professional Orientation Program;
4. Hearing petitions from new teachers regarding requests for exemptions from one or more of the requirements of the Professional Orientation Program based on comparable prior experience or course work.

9.7. PROFESSIONAL INDUCTION PROGRAM. The parties agree to implement a Professional Induction Program (PIP) for the purpose of orientating new teachers, those in their first through fifth year, to the school system.

9.7.1. During a teacher's first year in the Concord Public Schools, he/she will participate as a mentee in the Mentor Program, the costs of which will be covered by the school system. Appropriate PDP's will be awarded to the mentee upon completion of the Mentor Program. K-5 faculty will not be required to attend curriculum committee meetings during the Mentor year. No half or full days out of the classroom will be required for this program. After the PGRC has established criteria for which credit will be given toward movement on the salary schedule, the Superintendent will consider whether or not the Mentor Program meets the criteria and merits one or more in-service credits.

9.7.2. During a teacher's third year, he/she will participate in a District determined curriculum or pedagogical course unless an exemption has been granted by the Superintendent upon recommendation by the PGRC. No movement to the next step on the salary scale after the third year will occur unless this requirement is met or an exemption is obtained (and it is acknowledged that the denial of a step move shall not be preclusive of the consideration of such failure in decisions concerning professional teacher status). For any year during such three years in which a course is not offered, a teacher shall be granted an additional year within which to complete this requirement. Three in-service credits toward movement on the salary schedule and appropriate PDP's will be granted upon successful completion of this course. No full or half days out of the classroom will be required for this course. Two days of unpaid professional development related to only this course will be offered in the last week of August or before July 1 of the preceding school year. These days will be set before the close of the school year.

9.7.3. Within five (5) years of entering the Concord Public School system, a teacher will take the Empowering Multicultural Initiatives course, and no movement to the next step on the salary scale after the fifth year will occur unless this requirement is met or an exemption is obtained. Three (3) in-service credits toward movement on the salary schedule and appropriate PDP's will be granted upon successful completion of this course. Retroactive credits will be awarded to any faculty member who took this course in the 1995-1996 or the 1996-1997 school year. For any year during such five years in which the Empowering Multicultural Initiatives course is not offered, a teacher shall be granted an additional year within which to complete this requirement.

9.7.4. The school system will cover all costs related to the PIP. Teachers of these courses will be recruited openly within the school system as well as from outside the

school system. Any change in course offerings in the PIP will include input from the PGRC. The final decision rests with the Superintendent.

9.7.5. The Concord Teachers' Association may undertake an evaluation of the PIP courses. Resulting data, as well as individual course evaluations will be considered by the PGRC for the purposes of course improvement or suggested course alternatives.

9.7.6. Courses are open to all teachers and administrators with priority being given to teachers who are required to take these courses. This does not apply to the Mentor Program.

9.7.7. The Concord Teachers' Association does not waive its rights under Chapter 150E to bargain over changes in working conditions that result from changes in the PIP.

9.8. INSERVICE INCENTIVE PROGRAM. An In-service Incentive Program (IIP) shall be established providing for in-service credit toward movement on the salary schedule. In addition to the two courses in the POP already established, courses for which credit will be given must be equivalent to a university credit course, must have relevancy and rigor, and must be approved by the Superintendent. One credit shall be awarded for twelve (12) accumulated hours.

ARTICLE 10

PROFESSIONAL TIME RESPONSIBILITIES

10.1. During the contract period, all staff members are expected to be available whenever necessary to discharge properly their professional responsibilities. All staff members are expected, as part of their regular duties, to participate in some activities outside the classroom pursuant to past practice. Any proposed changes in these activities or any proposed new activities will be discussed by the administration and the involved teachers (and/or their representatives) and a consensus will be sought.

10.2 With the exception of new teachers who may be required to attend special orientation sessions during the week prior to the opening of school, the period of employment for teachers on a ten-month contract will be 185 days.

10.3. The 185 days include 180 instructional plus five (5) professional days.

10.3.1. The Administration will solicit input from the faculties before making a decision as to the activities of the K-12 professional day.

10.3.2. There shall be no mandatory meetings after 10:30 A.M. on the first professional day.

10.3.3. At the elementary level, two professional days occurring after the start of the 180 day instructional period and prior to its conclusion shall be used for preparing progress forms and/or conferencing with parents.

10.3.4. Nurses and library media specialist shall work two (2) days following the end of the school year and before the start of the subsequent 180 day instructional period, without additional compensation to prepare for the upcoming school year. Nurses and library medical specialist shall be granted two compensatory days on professional days (except at the Middle School, where one of the two compensatory days shall be on a day determined by the school principal), during the 180 instructional period, without loss of pay.

10.3.5. In recognition that the school nurses may have to deal with a health emergency at any point during the school day, they are not assigned regularly scheduled planning/preparation periods. Consequently, extra teacher duties normally assigned, such as bus duty, lunch duty, study halls, and recess duty, shall not be assigned to the school nurse.

10.4 EARLY RELEASE DAYS

10.4.1 The Wednesday before Thanksgiving shall be an early release day for students and teachers; on this early release day the teachers' responsibilities will end when the students are dismissed and typical end of day duties are completed.

10.4.2 The last student day of school will be an early release day for students.

10.4.3 In addition to the early release days described in sections 10.4.1 and 10.4.2., there shall be an additional twenty-four (24) student early release days at the elementary level.

10.4.3.1. Six (6) of the twenty-four (24) early release day afternoons described in 10.4.3. shall be reserved by the Assistant Superintendent after consultation with the CTA President. These early release afternoons may consist of but will not be limited to Curriculum Committee, Grade Level, Faculty, House and Department Meetings or AP activities. The work at these meetings shall continue to be jointly developed by teachers and administration. At the K-5 level, two (2) of these early release afternoons will be used for curriculum committee work, and two (2) others will be used for Grade Level meetings. The time to be reserved on each afternoon following student dismissal normally shall not exceed two (2) hours.

10.4.3.2. Professional Development Points (PDP's) may be awarded for any professional development activities on any of the six (6) afternoons.

10.4.3.3. In the event that it is not possible to schedule these activities on early release day afternoons because the Commonwealth regulations eliminate early release days, these meetings will revert to meeting times on weekdays after regular student dismissal.

10.4.3.4. Eighteen (18) of the early release day afternoons shall be teacher directed, and the teachers will stay in the buildings.

10.4.4. The number of Curriculum Committee and Grade Level meetings held on days other

than these four (4) early release afternoons, as referenced in 10.4.3.1., shall not exceed six (6) each annually.

10.4.5 Five (5) contingency days will be included in the school calendar. If these contingency days are not needed, the School District will adjust the calendar with regard to the last day of school to ensure that there are exactly the number of instructional days set forth in Section 10.3 above.

10.4.6 Only absences specifically allowed in the contract may reduce the working days below 185. Exceptions may be made by the Superintendent for unforeseen circumstances.

ARTICLE 11

PAYMENT FOR UNUSED SICK LEAVE

11.1. Upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, each teacher shall be paid for 50% of his/her accumulated, unused sick leave to a maximum of 100 days (200 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.2. Teachers first employed after September 30, 1991, upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, shall be paid for 50% of his/her accumulated unused sick leave up to a maximum of sixty-two (62) days (124 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.3. Teachers first employed after July 1, 1992, upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, shall be paid for 33-1/3% of his/her accumulated unused sick leave up to a maximum of sixty-two (62) days (186 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.4. This pay will be calculated using his/her Regular Salary at the time of retirement on a per-day basis using a 185 day work year. It will not include other remuneration in the calculations. People working on a part-time schedule will accumulate and be paid for days in relation to the percentage of time actually worked.

11.5. Upon the death or permanent disability of a member of the professional staff, payment for unused sick leave in accordance with the formula above will be made to the teacher or his/her beneficiary in one (1) lump sum payment. Such payment may be made in four (4) equal installments as described in Section 11.6. if requested in writing.

11.6. Payment for unused sick leave will be made in four (4) equal annual installments beginning with the first pay day in the January following retirement.

11.7. In no event shall the payments to a teacher exceed \$45,000 under Section 11.1. In no

event shall the payments to a teacher exceed \$27,900 under Section 11.2 or under Section 11.3. These maxima (\$45,000 or \$27,900, depending on the teacher's date of first employment) shall also be applied in determining payments under Section 11.5.

11.8. Teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school year shall not be eligible for the benefits provided under this article.

ARTICLE 12

ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF MEMBERS

12.1. Upon the recommendation of the Superintendent and the approval of the School Committee, children of professional staff members may enroll, without charge for tuition, in the Concord Public Schools and the Concord-Carlisle Regional School District.

12.2. The provisions of this Article do not apply to placements in day or residential schools pursuant to Chapter 766.

12.3. If the Concord School Committee at its sole discretion elects to participate in the State's School Choice Program, the children of professional staff members will be given priority if legally allowable.

12.4. Whatever the Concord School Committee's decision concerning school choice, should this Article 12 at any time be identified as inconsistent with the State Law, this Article 12 shall be construed pursuant to the applicable law without requiring any additional bargaining and without affecting any other provision of this contract.

ARTICLE 13

EVALUATION

13.1. All observation by any means for the purpose of formal evaluation of the professional performance of a teacher will be conducted openly and with full knowledge of the teacher. Full knowledge of the teacher will be achieved by the presence of the evaluator in the classroom for the time(s) prescribed in the Evaluation Procedures for Teachers. See Evaluation Procedures for Teachers.

13.2. A teacher will be given a copy of any evaluation report and an opportunity to discuss it with his/her evaluator. The evaluation report will be signed by the teacher indicating that he/she has received the report. Since such signature indicates only knowledge of the report and not agreement, the teacher may exercise his/her rights as stated in Section 13.3. Any teacher who is dissatisfied with his/her evaluation will, upon request, be granted a review of such evaluation by the Superintendent or his/her designee.

13.3. Evaluation reports prepared pursuant to this Article shall be accepted as an accurate

evaluation of teacher's work unless a written rebuttal is attached to the evaluation report within thirty (30) working days of the date the evaluation was signed by the teacher.

13.4. A teacher may, upon request, review the contents of his/her personnel file and make copies of such contents as concern his/her work or himself/herself. A teacher may have at his/her discretion a representative of the Association present during any such review.

13.5. No material which the Superintendent or supervisor deems derogatory to a teacher's conduct, service, character, or personality will be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. A copy of the material deemed derogatory will either be hand delivered to the teacher or sent by certified mail, return receipt requested. The teacher will acknowledge having had the opportunity to review such material by signing the copy to be filed within fourteen (14) calendar days of its receipt. Such signature, however, shall not be deemed to indicate agreement with the contents thereof. Such material, either hand delivered to a teacher or sent to the teacher by certified mail, return receipt requested, with a signed receipt returned, will be accepted by both parties as proof that the requirements of the school system as outlined in this Article have been fulfilled in the event that the teacher does not sign the material within fourteen (14) days of its receipt. The teacher will also have the right to submit a written answer to such material within thirty (30) working days of its receipt and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

13.6. A copy of all written material not specifically addressed to the teacher will be sent to the teacher at the time it is placed in the teacher's personnel file.

13.7. No teacher shall be reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause. In the case of a disciplinary suspension or termination, a teacher's exclusive remedy shall be provided under applicable law, and there will be no separate recourse under this Agreement.

13.8. The Association recognizes the responsibility of members of the administration to reprimand teachers for delinquency of professional performance. The Association also acknowledges that nothing in this article prohibits or restricts the filing of letters, memoranda or other written material which might aid in making a subsequent objective evaluation.

13.9. Any teacher without professional teacher status who is not reappointed shall be given, in writing, the reasons for the District's action.

13.10. Evaluation for purposes of Commonwealth of Massachusetts teacher certification shall in no way be governed by the provisions of this Agreement and such evaluation shall not be considered in the determination of any personnel action taken or not taken with respect to any teacher other than action directly related to such teacher's having or not having required certification.

13.11. A copy of the mutually agreed evaluation procedures will be made available each school year to all staff members prior to being implemented.

13.12. Evaluation Joint Labor Management Committee

The parties agree to form a joint labor management committee to review and revise, as necessary, the tool and process by which members of the bargaining unit are evaluated.

The committee shall be comprised of nine (9) representatives of the Concord Teachers' Association and up to nine (9) representatives appointed by the Concord School Committee. Each party shall choose its own representatives to the committee. The committee shall report its recommendation to the parties no later than six (6) months after the committee is convened, which shall be no later than October 1, 2007. The parties may extend the timelines by mutual agreement.

Any and all recommendation of the committee shall be subject to collective bargaining and ratification by the parties. An evaluation tool and process that is negotiated and ratified by the parties shall be incorporated in the collective bargaining agreement.

ARTICLE 14

INDEMNIFICATION

14.1. Rights of indemnification of teachers for expenses in connection with claims and actions brought against them shall be as provided in General Laws, Chapter 259, Section 9.

ARTICLE 15

STAFFING

15.1. While recognizing that the ultimate determination concerning matters of staffing is reserved to the School District, the parties agree as follows:

- A) **Middle School** - In the major academic departments (mathematics, science, social studies, English and foreign languages), it is desirable that with respect to each such department the ratio of students to teachers approximates an average of 100 to 1. As this represents a goal for a department and not for an individual teacher, individual teachers within departments may have more or fewer students than the desired maximum.

- B) **Elementary School** - It is desirable that within any given elementary school, the ratio of students to classroom teachers approximates an average of 22 to 1. As this represents a goal for a school and not for an individual teacher, individual teachers within an elementary school may have more or fewer students than the desired maximum.

Elementary teachers shall have four (4) independent planning periods per week. The time in which elementary students are attending specialized classes is understood to be the time which the teachers will use for such planning. Special area teachers will have comparable time.

15.2. It is understood, however, that should extreme financial constraint prevail, the School District may postpone the achievement of the goal until financial conditions improve. It is

further understood that the School District will explore all aspects of the budget before increasing class size in order to maintain a balanced educational system.

15.3. HIRING OF AIDES. At the elementary level, consideration will be given to hiring an aide for any self-contained class that has a minimum of twenty-six (26) students enrolled or class composition which necessitates additional classroom assistance. In deciding whether additional classroom assistance is necessary, input concerning class composition will be received from the classroom teacher, the building principal and student support staff. This input will be given to the Superintendent of Schools who will have final responsibility for making a decision.

15.4. Since the role of special educators in the system is to provide a level of quality services to students identified as being in need of specialized instruction, determination of comparative caseload size should be based on an analysis of workload responsibilities, e.g., severity of students' needs, number of evaluations, case management responsibilities, compliance tasks, etc. A workload analysis approach recognizes federal and state requirements to ensure increased student access to general education programs and curriculum. Responsibilities throughout the system should be distributed only after consideration of these caseload equity concerns.

ARTICLE 16

ABSENCE FROM SCHOOL DUTIES

16.1. TEMPORARY ABSENCE.

16.1.1. Sick Leave. Every member of the professional staff on the 185-day schedule shall be allowed fifteen (15) days absence from school duties annually without loss of salary if occasioned by personal illness. For teachers who are not scheduled to work full time, a day of absence shall be prorated in accordance with their teaching schedules.*Sick leave shall accumulate from year to year without limit. Sick leave in addition to personal illness, shall include absence because of sickness on the part of a close relative (mother, father, husband, wife, or child) or member of teacher's immediate household.

*For example, a teacher who is a 3/5 teacher because such teacher works 3 full days in a normal school week will be allowed 9 days of absence from school duties without loss of salary if occasioned by personal illness (3/5 times 15 equals 9). A teacher who is a 3/5 teacher because such teacher works 3/5th of each work day will be allowed 15 days of absence from school duties without loss of salary if occasioned by personal illness at a rate which equals such teacher's daily rate of pay .

16.1.1.1. A medical certificate or other suitable evidence may be required for all absences exceeding five consecutive days and/or for repeated intermittent absences.

16.1.1.2. Sick Leave Bank. Effective September 1, 1981, a Sick Leave Bank for use by eligible teachers who have exhausted their own sick leave and who have serious personal illness shall be established. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members; two (2) designated by the School Committee and three (3) designated by the

Association. The operation of the Bank and withdrawals there from shall be carried out in accordance with the following provisions.

A) Each school year each teacher may become a member of the Sick Leave Bank for that year by depositing to the Bank one (1) day of the sick leave to which he/she is entitled for that particular school year. All deposits to the Sick Leave Bank shall be voluntary. Once deposited, however, sick leave days shall become the property of the Bank and may not be withdrawn by the contributing member(s) for any reason other than those set forth below.

B) All deposits to the Bank will be credited on October 1 of each year. All eligible teachers will automatically become members of the Bank. Since membership in the Bank is voluntary, a teacher who does not wish to participate in the Bank during a particular school year must so notify the Human Resources Office in writing by September 30 of such year. Absence of such written notification shall be understood to have authorized Sick Leave Bank membership for that year. A teacher appointed after the opening of school in a given year shall have thirty (30) calendar days to decline Sick Leave Bank membership.

C) Only those teachers who deposit to the Bank in a given school year may be permitted to withdraw sick days from the Bank during that school year. Such withdrawals may be made only for serious personal illness or accident of the teacher except that a maximum of five (5) days may be requested in a case of extreme family emergency. These days can be applied only during the regular school year (184).

D) Any member of the Bank who seeks sick leave days from the Bank shall, by himself/herself or by another authorized person to act on his/her behalf, inform in writing the Sick Leave Bank Committee, with copies thereof to the President of the Association and to the Human Resources Office, setting forth the nature of his/her illness, an estimate of how long such illness shall continue in which his/her the school year in leave has been exhausted, and the amount of days that he/she seeks to withdraw from the Bank. Said application shall be accompanied by a written statement of a physician with personal knowledge which shall corroborate the nature of the illness and estimate the degree and duration of same. The Sick Leave Bank Committee shall have the right to request of the applicant additional information as needed for the purpose of reaching a decision in a particular case.

E) The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days and may be made according to the following criteria:

- 1) adequate medical evidence of serious person illness
- 2) prior utilization of all eligible sick leave
- 3) length of service in the Concord Public Schools
- 4) propriety in the use of previous sick leave

F) A teacher who is still unable to perform his/her duties after the period for which sick leave has been granted by the Sick Leave Bank Committee may apply for an additional grant. Such request shall be subject to the provisions set forth above. In no case shall any teacher be granted sick leave to extend beyond the school year in which such leave has been granted. No teacher shall be granted sick leave days by the Sick Leave Bank Committee in more than two (2) consecutive school years for the same illness or for more than 185 days, whichever period is less. During the first year of employment, a teacher may not withdraw more than ninety (90) days from the Sick Leave Bank.

G) Sick leave granted but not used will revert to the Bank.

H) The granting of sick leave by majority vote of the Sick Leave Bank Committee shall be in writing with a copy of such statement being forwarded to the Human Resources Office for inclusion in the Teacher's personnel folder. All decisions of the Sick Leave Bank Committee are final and binding and are not subject to the grievance procedure of this agreement.

I) The borrower is required to repay 25% of the number of days at a reasonable rate as determined by the Sick Leave Bank Committee. In the event of unusual circumstances, this amount may be adjusted by majority vote of the Sick Leave Bank Committee.

J) Accumulated unused Bank days will be carried over to succeeding year.

K) In the event that the accumulated days in the Bank total 900 on July 1, no deposits will be required of the previous years' members. Non-members will be given the opportunity to join as usual.

L) In the event of anticipated depletion of the Bank's resources, the Sick Leave Bank Committee may recommend to the membership the assessment of an additional day of contribution. Those members choosing not to contribute an additional day will immediately cease being members of the Bank. If a Bank member has no remaining sick leave days to contribute he/she will retain membership for the remainder of the school year.

16.1.2. Bereavement Leave. Bereavement leave will be granted by the immediate supervisor not to exceed five (5) days. The leave is to be granted without salary deductions in the loss of the following: husband, wife, child, father, mother, brother, sister, grand- parent or in-law, or member of the teacher's immediate household. Any other bereavement leave beyond five (5) days shall be taken from sick leave based on the recommendation of the principal and the Superintendent's approval.

16.1.3. Personal Business. Each regular employee will be granted annually three (3) days absence from school duties for personal business or for other unusual and imperative reasons with no loss of salary. Personal business means a matter which cannot be attended to at a time other than when school is in session. Personal days are not vacation days. Unused personal business days will be cumulative to six (6) days per

teacher. To be eligible for leave without loss of salary, employees must inform their immediate supervisor at least twenty-four (24) hours before taking such leave (except in the case of emergency).

16.1.4. Jury Duty. A teacher called to serve on jury duty will be paid the difference between the money received for jury duty less travel allowance and his/her regular pay.

16.1.5. Leave for Religious Observances. Each teacher may be granted up to three (3) days absence from school duties without loss of salary for the observance of religious holidays not regularly included in the school holiday schedule. If taken, there will be no deduction from the individual's accumulated sick leave days or personal days. Advance notification to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observances.

16.1.6. Professional Leave. While the committee and the Association recognize that the teacher's presence in the classroom is in the best interest of students, there are times when a teacher or teachers, upon application to and permission of the Superintendent or his/her designee, may be granted Professional Leave (PF) not to exceed four (4) days annually to attend conferences or meetings, or to visit schools for professional purposes. Further, a teacher or teachers may request or be required to work on an Administrative Project. In such cases, no teacher shall be required to take, or be granted, more than four (4) days during any school year of such Administrative Project (AP) leave.

16.2. EXTENDED ABSENCE.

16.2.1. Military. If a professional staff member is drafted or enlists in the U.S. military service, he/she will be granted a military leave of absence for up to four (4) years.

16.2.2. Sabbatical Leave.

16.2.2.1. After serving at least nine (9) consecutive years, which may be interrupted by military leave or approved leave of absence, professional staff members may apply for a sabbatical leave for study, research, or travel at full pay for up to a full year. The salary shall be the Regular Teaching Salary.

16.2.2.2. If the application is considered to be in the best interest of the school system, the Superintendent may approve a sabbatical leave, subject to the provisions below.

16.2.2.3. The granting of a sabbatical leave shall be dependent upon the staff member entering into a written agreement with the School District that upon termination of such leave he/she will return to service in the public schools of the Town for a period equal to twice the length of such leave, and, that, in default of completing such service, he/she will refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

16.2.2.4. The period of leave will be considered a period of teaching for purposes of measuring teaching experience for salary determination. Sabbatical leave will

not affect professional teacher status or other benefits earned as a member of the staff.

16.2.2.5. The School District may award up to the equivalent of three (3) full year sabbaticals each year.

16.2.2.6. Requests for sabbatical leave for the ensuing school year will be presented to the Superintendent in writing by January 16 of the previous school year. Requests will state the purpose of the leave and outline a plan of action for the period of leave. Upon request the applicant will file a detailed sabbatical leave plan including a statement of objectives and the procedures whereby these objectives are to be achieved.

16.2.2.7. During the course of sabbatical leave, brief monthly reports of progress shall be made to the Superintendent.

16.3. CHILD-BEARING AND CHILD-REARING LEAVE.

16.3.1. A teacher who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the seventh month of pregnancy she submits a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that she may be required to cease active employment under this Article if the Superintendent determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting cessation of active employment. A physician's certificate of fitness may be required before a teacher may return to her position.

16.3.2. Teachers who are disabled from working because of pregnancy or recovery there from may apply unused sick leave, in accordance with Section 16.1., Temporary Absence, for those days on which they are unable to work.

16.3.3. Child-Bearing Leave. Any female teacher shall be granted, upon request to the Superintendent, a leave of absence without pay for reasons of child-bearing. Such leave shall not exceed eight (8) weeks.

Teachers on child-bearing leave may apply unused sick leave for those days on which they are unable to work as a result of pregnancy or recovery there from. In cases of use of unused sick leave, Section 16.1., Temporary Absence, shall apply.

16.3.4. Child-Rearing Leave. Any teacher may be granted a leave of absence without pay for up to one (1) school year for the purpose of child-rearing immediately following childbirth or adoption. In cases of such leave, Section 16.4., Leave of Absence, shall apply. The Superintendent, in her/his discretion, may grant additional child rearing leave, provided that the total leave under this provision shall not exceed two years.

16.3.5. Adoption Leave. Any teacher shall be granted, upon request to the Superintendent, a leave of absence without pay immediately following a placement for adoption or travel necessary to complete adoption. Such leave shall not exceed eight (8) weeks. Teachers on adoption leave may apply unused sick leave for those days on which

they are on leave.

16.4. VOLUNTARY LEAVES OF ABSENCE.

16.4.1. Consistent with School Committee Policy, upon application of a member of the professional staff and upon the recommendation of the principal, after consideration of the merits of the request, the Superintendent may grant a leave of absence. Written application for leaves of absence must be submitted before July 1 of the year in which leave is requested. Requests submitted after the deadline date will be considered only in the event of extraordinary circumstances as determined by the Superintendent. During the leave of absence, a teacher will receive no salary, no Town payment of insurance plans, or other benefits. A teacher on leave of absence will receive the same consideration with respect to reduction-in-force and future staffing plans as if he/she were actively teaching and not on leave.

16.4.2. Salary credit for the leave of absence is at the discretion of the Superintendent upon the recommendation of the principal. Persons granted leaves of absence by the Superintendent who are on leave on January 1 must inform the Superintendent by February 1 of the year in which they intend to return or the teacher's service will be considered terminated at the end of the school year for which the leave was granted.

16.4.3. A teacher's medical insurance and life insurance will be continued during the period of any unpaid leave of absence, provided the teacher pays the total monthly cost of such coverage to the Town by the seventh of each month.

16.5. THE FAMILY AND MEDICAL LEAVE ACT OF 1993. Upon receipt of an application, the Superintendent shall approve a maximum of twelve (12) weeks unpaid, job-protected leave each year for specified family and medical reasons consistent with the FMLA. For purposes of the FMLA, the year is defined as the twelve (12) consecutive months immediately preceding the requested leave date.

16.6. ADDITIONAL LEAVE. At the discretion of the Superintendent additional leave may be granted beyond the leave provisions of the current policy.

16.7. Extended absence may carry a salary deduction equal to the actual cost of substitute services or may carry a deduction of 1/185th of annual salary for each day of such absence for all personnel engaged for the period of the school year.

ARTICLE 17

DEPARTMENT, CURRICULUM and GRADE LEVEL CHAIRPERSONS

17.1. An appointment to a department chairperson shall be for a six (6) year period subject to an annual review by the Principal and a determination by him/her that the incumbent is meeting the goals and objectives established as described below for the incumbent by the Principal in consultation with members of the department. An appointment to a department chairperson on

or after July 1, 2007 shall be for a four (4) year period subject to an annual review by the Principal and a determination by him/her that the incumbent is meeting the goals and objectives established as described below for the incumbent by the Principal in consultation with members of the department. Members of a department, at their option, may participate in the process of nominating candidates for the department chair position. Should they desire to recommend a nominee, they shall first consult with the Principal concerning goals and objectives for the department and its chairperson and other relevant matters. Thereafter, but prior to May 1, the name of a nominee may be presented to the Principal for his/her consideration. If the Principal chooses to appoint a different nominee, he/she shall so advise the department.

17.2. Incumbents shall be eligible for successive appointments under the conditions stated above. If the incumbent is reappointed for a successive term, the reappointment shall be for a three (3) year period. This section shall pertain to incumbent department chairpersons as of June 30, 1981, and thereafter. If the incumbent is reappointed for a successive term, the reappointment shall be for a one (1) year period. The preceding sentence shall pertain to incumbent department chairpersons as of July 1, 2007, and thereafter.

17.3. Department chairpersons shall be considered members of their respective department for purposes of reductions-in-force.

17.4. An appointment to a curriculum or grade level chair position shall be for a three (3) year period which is renewable, subject to annual review, and at the discretion of the Superintendent. Members of a curriculum committee or grade level may choose to participate in the process of nominating committee members for the chair position. The committee shall first consult with the Superintendent concerning goals and objectives for the committee and its chair and other matters. Thereafter, but prior to June 1, the name of the nominee may be presented to the Superintendent for consideration. If the Superintendent chooses to appoint a different nominee, he/she shall so advise the committee.

17.5. Membership on a K-12, K-8, or K-5 curriculum committee shall be open to all interested staff, and the provisions set forth in 17.4. apply.

ARTICLE 18

INSURANCE BENEFITS, TAX SHELTERED ANNUITIES, AND OTHER PAYROLL DEDUCTIONS

18.1. For those teachers eligible, the School District will pay 50% of the cost of the individual or family coverage, whichever applies in the particular case, for hospitalization and medical insurance. The School District will pay 50% of the cost of a term life insurance plan of the type presently available to teachers.

18.2. By request of the individual concerned and his/her authorization for salary deduction, tax sheltered annuities are authorized by the School District to be purchased for a member of the professional staff. Arrangements may be made with the Superintendent prior to November 15.

18.3. The School District shall provide that, whenever duly authorized by any teacher on a

form or forms approved by the School District, payroll deductions on behalf of such teacher shall be made for the MTA Credit Union.

ARTICLE 19

GRIEVANCE PROCEDURE

19.1. Level 1 A professional staff member who believes that he/she is aggrieved by a violation of the Agreement shall submit the grievance form contained in Appendix B to his/her principal within 30 school days following the time the employee should reasonably have known that he/she was aggrieved. The principal shall render a decision within ten (10) school days.

19.2. Level 2 If the principal's decision is unacceptable, the grievant will resubmit the grievance to the superintendent within fifteen (15) school days. Prior to submitting the appeal the grievant may discuss the matters with the Professional Rights and Responsibilities (PR&R) committee of the Association. The PR&R Committee may participate in the preparation of the appeal, and may represent and assist the grievant at all subsequent stages of the procedure as defined by this Article.

19.3. Level 3 The Superintendent shall hear the case within thirty (30) calendar days and shall notify all parties of the date and time of its hearing, and all parties may attend. A decision shall be rendered in writing to all parties within ten (10) school days following such hearing.

19.4. Any time interval specified herein may be extended by mutual agreement. Should the immediate supervisor or the principal fail to meet any deadline specified in this Article, the grievance shall automatically proceed to the next step.

19.5. Level 4 If the grievant is dissatisfied with the Superintendent's decision, he/she may file an appeal with the School Committee within fourteen (14) calendar days following receipt of the Superintendent's decision. The School Committee at its sole discretion will determine whether or not to hear the appeal.

19.6. In the event of a grievance arising at more than one school site, the grievance shall be initiated at Level 2.

ARTICLE 20

ARBITRATION

20.1. In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article. The Association must notify the Superintendent in writing of its intention to arbitrate within thirty (30) calendar days following receipt of the School District's decision on the grievance.

20.2. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot

agree within fourteen (14) calendar days after receipt by the Superintendent of written notice that the Association intends to arbitrate, the Association may within twenty (20) calendar days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The School District and the Association shall share equally in compensation and expenses of the arbitrator.

20.3. The School District shall have standing to question arbitrability.

20.4. The function of the arbitrator is to determine the interpretation and application of specific provisions of the Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. No arbitrator shall set aside any action of the School District involving the exercise of judgment unless the Association establishes that there was no reasonable basis for such judgment and the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the School District other than those expressly set forth in this Agreement. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties agree otherwise. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the School District, the Association and the teacher(s) involved in the grievance.

ARTICLE 21

SCHOOL CALENDAR

The Calendar Committee will be comprised of representatives of the Association and representatives of the School Committee and these two (2) parties will perform the following functions:

21.1. The representatives will develop the calendar through a series of joint meetings.

21.2. After tentative agreement has been reached, Association representatives will determine if the proposed calendar has the support of a majority of the members of the Concord Teachers' Association.

21.3. If mutual agreement exists, the calendar proposal will be forwarded to the School Committee for consideration. In the event mutual agreement cannot be reached, Association representatives and School Committee representatives will each present their recommendations for a workable calendar to the School Committee.

21.4. The final decision will rest with the School Committee.

21.5. The beginning of school shall not occur before September 1 except by mutual consent of

the Association President and the Superintendent.

ARTICLE 22

CONSULTATION ON PROFESSIONAL CONCERNS

22.1. The Superintendent or his/her representative shall meet at least once each month while school is in session with the President of the Concord Teachers' Association or his/her representative. Other members of the Association and/or the administration may be present upon mutual agreement. Dates for such meetings will be mutually determined.

22.2. The principals of each building shall meet at least once each month with the building representatives of the Association's Executive Board. Dates for such meetings will be mutually determined.

22.3. In the event that serious concerns are not resolved by the previous sections of this Article the Association may, through the Superintendent, request a meeting with the School Committee to discuss the concerns.

22.4. CTA President The President of the Association will be released from non-classroom duties whenever possible as determined by the building administrator during his/her term of office.

ARTICLE 23

REDUCTION IN FORCE

23.1. The School District retains the right to reduce the number of teachers on its staff. The decision to reduce staff is not subject to the grievance and arbitration procedures of this contract. As between teachers with professional teacher status and teachers without professional teacher status, the provisions of applicable law shall apply with respect to reduction-in-staff.

23.2. The process by which the teachers are selected for dismissal under Reduction in Force (RIF) is based upon the premise that by far the majority of teachers within the Concord Public School System are performing at a level which is clearly above that deemed satisfactory for the system. The areas to be considered for assessing satisfactory performances are contained in the document "Criteria of Effective Teaching". Therefore, the order in which teachers are dismissed under RIF will be determined by seniority except as provided for in other sections of this Article.

23.3. It is recognized that a small number of teachers may be performing at a level which is less than satisfactory for the Concord Public School System. These teachers shall be exempted from the overall seniority process and will be the first to be RIFed. The precise manner in which such teachers are identified and evaluated is described below.

23.4. Reduction-in-Force pools will consist of all members of specific discipline areas, defined

as follows: (a) Kindergarten, (b) classroom teachers 1-5 including curriculum specialists, (c) teachers within a given area, i.e., Math, English, Foreign Language, Social Studies, Science, Reading, Industrial Arts and Home Economics at the Middle School, (d) teachers within a given specialty group K-8, i.e., Physical Education, Art, Music, Special Education, Social Work/Guidance, Instructional Technology, Informational Technology and nurses.

23.5. For purposes of this Article, seniority shall be determined by continuous employment in the Concord Public Schools, including any periods of authorized leave of absence.

23.6. The evaluation process used to identify, for the purpose of RIF, those teachers whose past performance has been less than satisfactory for the Concord Public School System is in accord with the evaluation system and with the following specific provisions. Each administrator/supervisor(s) responsible for evaluation of teachers within a specific discipline area/RIF pool will determine each year whether any individual within that area is not performing at a satisfactory level. This judgment must be presented to a review group consisting of three central office administrators appointed by the Superintendent. If a majority of the review group upholds the judgment, a teacher so identified will be notified in writing by his/her immediate supervisor as early in the school year as possible, but no later than November 1st. Such notification will include an explanation of the RIF evaluation process and a listing of the specific areas in which the teacher is considered deficient. The teacher may, at his/her election, submit a letter of rebuttal or explanation. Neither the notification or the response, if any, will become a part of the teacher's permanent record at this time. Note that this notification does not mean that the teacher so notified will definitely be RIFed, but simply that, if RIF is required, he/she could be placed in the category exempt from overall seniority, regardless of whatever seniority he/she may possess.

23.6.1. Subsequent to the identification and notification of a teacher whose performance is less than satisfactory in the Concord Public School system continued close supervision and evaluation of the teacher will be carried out by both his/her immediate supervisor and at least one additional administrator appointed by the Superintendent. By April 1 the teacher's performance will again be considered by the Superintendent's review team, with inputs from both the regular and appointed evaluators, along with the teacher's written comments (if any). If, after this second review, the performance of the teacher is judged to still be less than satisfactory, that teacher will be placed in the unsatisfactory performance category, and so notified in writing, and at this time all previous correspondence will become part of the individual's personnel folder.

23.7. If a Reduction-in-Force is determined by the School District to be required (because of declining enrollments and/or severe financial constraints, in accord with Article 16), the order of reduction of teachers in a given RIF pool (defined above) will be determined as follows:

23.7.1. Any teacher whose overall performance has been judged less than satisfactory by the process described above will be RIFed, starting with the teacher having the least seniority and proceeding in order of seniority until all teachers in the unsatisfactory performance category are reduced.

23.7.2. If the number of teachers to be RIFed has not been met by the previous section, the remaining teachers in the RIF pool will be reduced strictly in order of seniority until the number is met.

23.7.2.1. In the event of a tie in length of service it shall be resolved by considering items such as the following: excellence in teaching, involvement in curriculum development, in-service work and other pertinent committees, demonstrated leadership, flexibility in teaching different levels of classes, combination classes, split houses, and different subject areas.

23.7.3. Middle School Academic Department RIF Procedures.

23.7.3.1. If there is to be a 0.5 full-time equivalent (RIF) in an academic department, it is the responsibility and the obligation of the administration to determine how the reduction shall be handled with respect to the needs of the schools.

23.7.3.2. If it is determined to be in the best interests of the school system, one (1) person shall be completely reduced from one department rather than one-half (1/2) person reduction from each of two (2) departments.

The staffs of the two (2) concerned departments shall be reviewed with respect to certification and other appropriate qualifications to find all persons qualified to teach in both departments. The Superintendent, after consulting with the Principal, the affected department chairs, and consistent with Article 23, Reduction in Force, will make the decision as to which staff member will be assigned to teach in both departments.

Pursuant to Article 23, the Superintendent will meet with the teacher involved with the transfer before taking final action on the transfer. After the teacher teaching in both departments is assigned, the reduction process shall follow as specified in the negotiated agreement.

23.7.3.3. If it is determined to be in the best interests of the school system, each department shall be reduced by one-half (1/2) full-time equivalent using the procedures as specified in the negotiated Agreement.

23.8. Under normal circumstances, a teacher so identified for a reduction in force shall be notified by June 15 of the school year preceding the school year in which the reduction is to be effected. In other circumstances, where the need for reduction is not determined by the School District until after June 15, then the School District shall notify a teacher so identified as soon as practicable once the School District has determined the need for such a reduction, which shall then be effective as of the date determined by the School District.

23.8.1. A teacher identified for RIF under this Article has the right to request a transfer to a vacant position or to a position held by a teacher without professional teacher status for which he/she is certified. The transfer request will be granted unless there is demonstrated reason to question the ability of the teacher to handle the particular assignment requested. The School District will act as final arbiter in cases of contested transfer requests.

23.8.2. A teacher who has been identified for RIF under this Article may choose to apply to the School District for an Involuntary Leave of Absence. This means an involuntary

unpaid leave of absence to be granted by the School District for a period of two years; provided that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing relative to this RIF he/she may have pursuant to Chapter 71, Section 42 and 43A of the Massachusetts General Laws. See page 40 - Waiver Form.

23.9. A teacher who has been reduced under this Article shall, for the first two (2) years after the effective date of reduction, retain the right to fill vacancies or new positions within the specific discipline area from which he/she was reduced.

23.9.1. Recall will be in the reverse order of reduction. The Superintendent must decide on each RIF individually and the order of RIF shall be established by the sequence in which the decisions were made. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the Association upon request.

23.9.2. If subsequent to a RIF notice, a vacancy occurs in a discipline from which teachers have been reduced, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists.

23.9.2.1. If a teacher fails to notify the Superintendent within fourteen (14) calendar days of the certified mailing of a recall notice of his/her intention to accept recall, said teacher shall forfeit all rights and benefits to this specific recall notice, but if the position is offered before July 31 and the teacher refuses, then all recall rights are forfeited.

23.9.2.2. A teacher who declines recall to less than a full year position will remain on the recall list. A teacher who declines recall to a full year position equivalent to the one he/she had shall forfeit all rights and benefits provided for in this Agreement, if the position was offered before July 31.

23.9.2.3. Teachers with recall benefits are required to keep the Human Resources Office informed of their current mailing address.

23.9.2.4. Teachers who have been RIFed shall be given preference on the substitute list should they so desire. If a teacher who has been RIFed is assigned to a long term substitute position, he/she will go on the appropriate salary step. A long term substitute position is one in which a teacher is employed in one (1) assignment for a period of more than twenty (20) continuous teaching days.

23.10. Teachers identified for RIF who elect a two (2) year involuntary unpaid leave of absence will maintain their professional teacher status, seniority, and other contractual benefits all determined as of the effective date of dismissal during the recall period. Teachers identified for RIF who do not elect a two (2) year unpaid involuntary leave of absence will forfeit professional teacher status, seniority, recall rights, and all other contractual benefits upon the effective date of dismissal.

23.11. When new positions not then included in any RIF pool are created, the Association and the School District shall meet to discuss the RIF pool in which the position should be included, or whether the position should be placed in a separate pool.

ARTICLE 24

ASSIGNMENTS AND TRANSFERS

24.1. Except for unforeseen contingencies, teachers will be notified in writing of their program or assignment for the coming school year not later than June 1.

24.2. Teachers will not be required to teach outside of their area of certification.

24.3. Teachers who desire a change in their current assignments may request a transfer to a different building, grade and/or subject area of their preference. All such requests will be acknowledged in writing. Teachers who request transfers prior to April 1 will be notified in writing of the disposition of said request on or before June 15 or, at the latest, June 30.

24.4. In cases of involuntary transfer, the teacher(s) involved will be consulted prior to the Superintendent's taking any action on said transfer(s). The Superintendent will, at the request of a teacher who is being involuntarily transferred, meet with said teacher and a representative of the Association, if the teacher so requests, to discuss the implications of said transfer and the teacher's preference in that regard.

24.5. Recognizing that the ultimate authority to set schedules remains with the School District, in determining work, class and caseload, administrators shall consider travel time by staff between and among school buildings.

24.6. Upon request by teachers who will be affected by a move, the school principal shall meet with the teachers concerning the timing of the move, the supplies that will be made available, and what other accommodations/compensation the school district may make available in recognition of the impact of the move. While recognizing that the ultimate decision to grant any accommodation or compensation remains in the discretion of the school district, the parties agree that an effort should be made to identify accommodations/compensation which the school district believes to be appropriate. The school principal shall give a response to affected teachers within a reasonable time of the meeting.

ARTICLE 25

VACANCIES AND PROMOTIONS

25.1. The Superintendent shall have posted in all school buildings and shall send to the President of the Association notices of all vacancies, including promotional positions not covered by this Agreement, as they occur or as they are anticipated. During the summer recess, notices shall be mailed to the regular mailing address of teachers who have so requested.

25.2. Such notices shall include a job description, statement of minimum qualifications, salary range, and the date by which candidates must apply. A vacancy shall not be filled until it has been posted for at least seven weekdays, exclusive of holidays.

25.3. Except for unforeseen contingencies, whenever a vacancy occurs on an elementary teaching team or in a building principalship, the teachers on the team with the vacancy or a committee of the faculty of the building in which the principalship vacancy exists will be afforded the opportunity to interview the finalists for the position and to make their preference known to the Superintendent.

ARTICLE 26

EARLY RETIREMENT INCENTIVE COMPENSATION

26.1. The intent of this provision is to provide a financial incentive for a teacher to retire early during the fiscal year in which his/her fifty-fifth to sixty-third birthday occurs. Such incentive can provide a benefit to the teacher, a long-term financial saving to Concord Public Schools, and an opportunity for employment and/or career advancement for other teachers. This Article 26 shall not apply to teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school year, and such teachers shall not be eligible for the benefits provided under this Article.

26.2. Teachers eligible to participate in this program are teachers who attain at least their fifty-second birthday or at most their sixty-second during the fiscal year they declare their intent to so participate and who will be eligible to retire pursuant to Massachusetts Teacher retirement law at the end of the third, second, or next fiscal year after the year in which such declaration was made. For purposes of this Article, teachers with birthdays in July or August who wish to retire on their birthday rather than June 30 are also eligible for participation for early retirement incentive compensation.

26.3. A declaration of intent to participate must be filed by October 15 on a form provided for this purpose by the Office of the Superintendent. The date thus set will be the effective date of retirement. The intent to participate may be revoked only upon proving changed circumstances and/or a personal hardship as determined by the Superintendent. Upon any such revocation, the teacher must enter into an agreement to repay any additional amount received pursuant to this article over a period of time that does not exceed the time over which it was paid. The determination concerning revocation by the Superintendent shall be final and not subject to grievance or arbitration procedure.

26.4. For each of the remaining school years following the school year in which the declaration of intent is filed the teacher shall be paid a stipend at the following percentage of the base salary:

When Notification is Given Four (4) Years Prior to Retirement:

First year of advance notification	0%
Second year of advance notification	10%
Third year of advance notification	7%

Fourth year of advance notification 5%

When Notification is Given Three (3) Years Prior to Retirement:

First year of advance notification 10%
Second year of advance notification 7%
Third year of advance notification 5%

When Notification is Given Two (2) Years Prior to Retirement:

First year of advance notification 7%
Second year of advance notification 5%

When Notification is Given One (1) Year Prior to Retirement: 5%

26.5. For the purposes of this Article, payment for unused sick leave as described in Article 11 of this Agreement will be made in four (4) equal annual installments, beginning on the first pay day in the January following retirement.

26.6. This Article 26 shall cease to be effective with respect to applications filed after October 15, 2004, provided that teachers filing applications by October 15, 2004 may, at their option, give notice of a retirement date not later than the end of the 2008-2009 school year.

ARTICLE 27

TEACHER EMERITUS PROGRAM

27.1. The intent of this provision is to create the position of Teacher Emeritus, a position which provides the opportunity of a teacher retired from the School District to continue his/her employment in the school system in an honorary capacity subject to the stipulations listed below. The creation of this position can provide a benefit to the teacher, a financial saving to the District, an opportunity for employment and/or career advancement to other teachers, and an opportunity for the District to benefit from the experience and expertise of the retiree.

27.2. The provisions of the Teacher Emeritus Program are as follows:

27.2.1. A teacher must have been employed a minimum of fifteen (15) years in the School District.

27.2.2. A retired teacher can be employed as a Teacher Emeritus for a maximum period of three (3) years. These years need not be consecutive.

27.2.3. A Teacher Emeritus may teach the equivalent of no more than two (2) classes per year.

27.2.4. Each Teacher Emeritus on the 185 day schedule shall be allowed fifteen (15) days absence from school duties if occasioned by personal illness without loss of salary and three (3) personal leave days. For teachers who are not scheduled to work full time, a day of absence shall be prorated in accordance with their teaching schedules. These sick leave and personal leave days are not cumulative and Teachers Emeritus are not eligible for the provisions of the Sick Leave Bank.

27.3. The position of Teacher Emeritus shall have no negative impact on the bargaining unit and/or its individual members. The employment of a Teacher Emeritus shall not cause the lay-off of any bargaining unit member, nor shall it cause the reduction of any bargaining unit member from a full to a fractional position or from a fractional position to a smaller fractional position. No bargaining unit position shall be eliminated due to the employment of a Teacher Emeritus.

27.4. Should a Teacher Emeritus leave the service of the School District during a year of employment, the position which he or she held shall continue to be a bargaining-unit position and shall be filled pursuant to existing practice and policy.

ARTICLE 28

DEATH BENEFIT

28.1. Upon the death of a teacher while still in active service with the Concord Public Schools, payment shall be made to the teacher's designated beneficiary for unused sick leave equal to one-third (1/3) of the teacher's accumulated sick leave up to a maximum of sixty-two (62) days. For a teacher first employed after June 30, 2004, this benefit shall not exceed in any event thirty-five thousand dollars (\$35,000). For a teacher first employed on or before June 30, 2004 but after September 30, 1991, this benefit shall not exceed in any event twenty-seven thousand (\$27,000) (provided that if such teacher continues at the time of death to be eligible for benefits under Section 11.5, then this Article 28 shall not apply). For a teacher first employed on or before September 30, 1991, this benefit shall not exceed in any event forty-five thousand (\$45,000) (provided that if such teacher continues at the time of death to be eligible for benefits under Section 11.5, then this Article 28 shall not apply).

ARTICLE 29

DURATION OF AGREEMENT

29.1. The conditions of employment subject to the provisions of this agreement become applicable on July 1, 2009, and shall continue to be so applicable until June 30, 2012, with an option to renew for up to two (2) additional years by mutual agreement of the parties.

29.2. By agreement of the parties, negotiations for a successor agreement may commence prior to September 1, 2011, at such earlier date as the parties may agree. In the event that

negotiations are undertaken for a successor agreement, all terms and conditions of this Agreement shall continue in full force and effect until a successor agreement is signed.

WAIVER FORM
(See SECTION 23.8.2)

TO:

FROM:

SUBJECT: Employment Status Waiver - Involuntary Leave of Absence

This is to notify you that the Concord Public Schools intends to decide on your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered on a two-year involuntary leave of absence and eligible for recall pursuant to the contract if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should notify the Human Resources Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of the professional staff.

If you intend to elect involuntary leave of absence, please sign and return this form to the Human Resource Administrator by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Concord Public Schools will then undertake dismissal procedures pursuant to G.L.C. 71, S.42. and the Education Reform Act of 1993.

WAIVER

In consideration of treating my lay-off as a two-year involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under G.L.C. 71, and S.42 and S.43A and relieve the Concord Public Schools of any obligation it may have to comply with said statutes with respect to this lay-off to be effective at the beginning of the _____ school year. I understand that by accepting this involuntary unpaid leave of absence, I will retain all tenure rights, seniority and other contractual benefits in lieu of dismissal. If I am not recalled during this leave of absence, I understand that the Superintendent will decide on my dismissal pursuant to C. 71 S. 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to C. 71 S. 42 and S. 43A with respect to Superintendent's action at that time.

Signature

Date

SIGNATURE PAGE

This Agreement has been mutually ratified by the Concord Teachers' Association and the Concord School Committee.

IN WITNESS WHEREOF the parties have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first below written.

For the Concord Teachers' Association:

Date: _____

For the Concord School Committee:

Date: _____

APPENDIX A THE MENTOR PROGRAM

- Establish two categories
 1. “Guide” program for those teachers new to CPS/CCHS who:
 - have had successful teaching experience (three years minimum)
 - were previously on professional status elsewhere.
 2. True “mentor” program for those teachers new to CPS/CCHS who:
 - are working towards certification (rare)
 - have provisional certification and need mentorship to move to standard
 - request a more intensive experience
 - started in guide program, but chairperson (based on observation) feels they need more direct support.

- Requirements of each category
 1. Guide program would only require the paid day in the summer, followed by weekly guide meetings.

The veteran guide would get \$500 stipend (and could be the guide to more than one person if needed at additional stipend).

There would be no PDP’s awarded due the nature of the program.
 2. The mentor program would require the mentor to focus on instructional as well as climate issues.

Both mentor and mentee would attend 5 meetings per year in addition to paid summer day and the stipend would be \$1,000.

There would be peer observation and coaching.

Mentors would be encouraged to take a DOE-sponsored mentor program prior to being a mentor (if this agreement continues, in future years, the DOE training would be mandatory).

There would be a more stringent application process than for the guide Program.

No one could mentor two people in the same year, however, if absolutely necessary, could be a guide to a second person with additional stipend.

There would be PDP’s if the program meets the DOE requirements.

APPENDIX B
CTA GRIEVANCE FORM

Filed with employer on: _____
Filed at level: __ 1 __ 2 __ 3

MEMBER INFORMATION

Name of Grievant: _____
School Site: _____

Job Title: _____
Supervisor: _____

GRIEVANCE INFORMATION

Statement of grievance: _____

Articles/provisions violated: _____

Remedy sought: _____

Disposition level I: _____

Principal/Supervisor: _____ Date: _____

Union Representative: _____ Date: _____

Grievant: _____ Date: _____

Disposition level II: _____

Principal/Supervisor: _____ Date: _____

Union Representative: _____ Date: _____

Grievant: _____ Date: _____

APPENDIX B
CTA GRIEVANCE FORM

Disposition level III:
(if applicable)

Principal/Supervisor:

Date: _____

Union Representative:

Date: _____

Grievant:

Date: _____