

**AGREEMENT
BETWEEN
CONCORD-CARLISLE REGIONAL DISTRICT
SCHOOL COMMITTEE
AND
CONCORD-CARLISLE TEACHERS' ASSOCIATION
2011 - 2014**

Table of Contents

<u>Article</u>		<u>Page</u>
1	RECOGNITION.....	4
2	ASSOCIATION SECURITY.....	4
	Dues Deduction.....	4
	Use of School Facilities.....	5
	Discrimination.....	5
3	SALARY.....	5
	Annual Teaching Salary.....	5
	Base Salary Schedule.....	6
	Retained Merit.....	9
	Experience Increments.....	9
	Placement on Steps.....	10
4	PLACEMENT ON SCALES.....	10
5	DOUBLE INCREMENTS.....	11
6	COMPENSATION FOR CERTAIN CO-CURRICULAR RESPONSIBILITIES..	11
	Stipends for Co-Curricular Responsibilities.....	12
	Department Chairpersons.....	16
	Mentoring.....	16
	Added Positions.....	16
7	PROCEDURE FOR PAYMENT OF SALARIES.....	17
	185-Day Contracts.....	17
8	PROFESSIONAL GROWTH PRACTICES.....	18
9	PROFESSIONAL TIME RESPONSIBILITIES.....	19
10	PAYMENT FOR UNUSED SICK LEAVE.....	19
11	ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF MEMBERS.....	20
12	TUITION REIMBURSEMENT.....	20
13	SUMMER PROGRAM.....	21
14	EVALUATION.....	21
15	RECERTIFICATION	22
16	INDEMNIFICATION.....	22
17	STAFFING.....	22

18	ABSENCE FROM SCHOOL DUTIES.....	23
	Temporary Absence.....	23
	Extended Absence.....	25
	Child-Bearing and Child-Rearing Leave.....	27
	Voluntary Leaves of Absence.....	28
	Additional Leave.....	28
	Absences Requiring Salary Deduction.....	28
	Family and Medical Leave Act of 1993.....	28
19	DEPARTMENT CHAIR POSITIONS.....	29
20	TAX SHELTERED ANNUITIES.....	29
21	GRIEVANCE PROCEDURE.....	29
22	ARBITRATION.....	30
23	SCHOOL CALENDAR.....	31
24	CONSULTATION ON PROFESSIONAL CONCERNS.....	31
25	REDUCTION IN STAFF.....	31
	Definitions.....	33
	Notification.....	34
	Recall.....	34
	Reduction-in-Force Transfer Process.....	34
26	TEACHER EMERITUS PROGRAM.....	35
27	CRIMINAL OFFENDER RECORD INFORMATION (CORI).....	36
28	DURATION OF AGREEMENT.....	36
	WAIVER FORM.....	37
	HIGH SCHOOL EVALUATORS.....	38
	SIDE LETTERS OF AGREEMENT.....	39
	SIGNATURE PAGE.....	40
	APPENDIX A - Mentor Agreement.....	41
	APPENDIX B – Grievance Form.....	42
	APPENDIX C – Stipend Calculations.....	43

ARTICLE 1

RECOGNITION

1.1. Pursuant to General Laws, Chapter 150E, the Concord-Carlisle Regional District School Committee recognizes the Concord-Carlisle Teachers' Association as the exclusive representative for 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 Concord-Carlisle Regional School District, consisting of all classroom teachers, department chairpersons, specialized teaching personnel, librarians, counselors, social workers, psychologists, and speech therapists, but excluding the Superintendent of Schools, administrative assistants, directors, managers, principals, assistant principals, supervisors, aides, paraprofessionals, nurses, tutors, clerical assistants/secretaries, and all other employees of the Concord-Carlisle Regional School District.

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-Carlisle Teachers' Association, the Massachusetts Teachers' Association, and, if so authorized, the National Education Association and to transmit the monies to the Concord-Carlisle Teachers' Association Treasurer. Teacher authorizations shall be 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, if applicable, the National Education Association with a frequency mutually agreed upon by the Treasurers of the Association and the Region until the total deduction has been reached. In no event will the last deduction extend beyond the last paycheck in June.

2.1.3. The Concord-Carlisle Regional Treasurer 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 2 shall be subject to the requirement of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Concord-Carlisle Regional School District 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 Regional 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 for the purpose of complying with this Article 2 or in compliance with any dues deduction authorization furnished to the School District, or for the purpose of complying with Section 18.1.1.3. of this Agreement.

2.2. USE OF SCHOOL FACILITIES. The School District agrees to permit the Association reasonable use of school facilities in accordance with the practices in existence during the 2004-2007 school year. The needs of the Association will be considered along with other school needs when considering the use to which available space will be put in the event expected increases in student enrollment materialize.

2.3. 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** components to be considered in arriving at the salary for teachers. They are:

A) Regular Teaching Salary, 185-Day Contract. which consists of:

- 1) 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.
- 2) Retained Merit, as defined in Section 3.4.
- 3) Experience Increments, as defined in Section 3.5.

B) Compensation for Additional Duties. The Salary Policy 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 Teaching Salary.

3.2.2. Those teachers engaged in special co-curricular activities are paid a differential each year in accordance with Article 6, Compensation for Certain Co-Curricular Responsibilities. This differential is added to the salary as listed above. It is not a part of the regular teaching salary.

3.3. BASE SALARY SCHEDULE

Teachers' Salaries 2011 - 2012

Step	Bachelor	B+15	MAST	M+15	M+30	M+45	M+60	DOC
1	42,799	44,941	50,076	51,361	52,643	53,926	55,212	56,592
2	44,510	46,735	52,078	53,415	54,750	56,085	57,420	58,854
3	46,292	48,606	54,160	55,551	56,939	58,328	59,718	61,210
4	48,144	50,552	56,330	57,773	59,218	60,660	62,105	63,658
5	50,069	52,574	58,580	60,082	61,587	63,087	64,590	66,205
6	52,071	54,676	60,925	62,488	64,047	65,611	67,173	68,853
7	54,155	56,864	63,362	64,987	66,612	68,235	69,859	71,605
8	56,320	59,138	65,895	67,585	69,276	70,967	72,656	74,472
9	58,575	61,503	68,533	70,290	72,047	73,817	75,561	77,449
10	60,919	63,963	71,273	73,101	74,928	76,758	78,582	80,547
11	63,354	66,521	74,127	76,026	77,927	79,826	81,727	83,771
12	65,889	69,182	77,090	79,066	81,042	83,019	84,997	87,122
13	68,522	71,951	80,172	82,229	84,284	86,341	88,396	90,606
14	71,265	74,829	83,379	85,518	87,655	89,795	91,932	94,231
15	74,116	77,823	86,714	88,939	91,162	93,386	95,610	98,001
16	77,080	80,936	90,183	92,498	94,809	97,120	99,435	101,920

Teachers' Salaries 2012 - 2013

Step	Bachelor	B+15	MAST	M+15	M+30	M+45	M+60	DOC
1	43,762	45,952	51,202	52,516	53,827	55,139	56,454	57,866
2	45,512	47,787	53,250	54,617	55,982	57,347	58,712	60,178
3	47,333	49,700	55,379	56,801	58,220	59,641	61,061	62,587
4	49,227	51,689	57,597	59,073	60,551	62,025	63,503	65,091
5	51,195	53,757	59,898	61,434	62,972	64,506	66,043	67,695
6	53,243	55,906	62,295	63,894	65,488	67,087	68,685	70,402
7	55,374	58,144	64,787	66,449	68,111	69,770	71,431	73,216
8	57,588	60,469	67,378	69,106	70,834	72,563	74,290	76,147
9	59,893	62,887	70,075	71,871	73,668	75,478	77,261	79,191
10	62,289	65,402	72,877	74,746	76,614	78,485	80,350	82,359
11	64,779	68,017	75,794	77,736	79,680	81,622	83,566	85,655
12	67,372	70,739	78,825	80,845	82,866	84,887	86,909	89,083
13	70,064	73,570	81,976	84,079	86,181	88,283	90,385	92,645
14	72,869	76,513	85,255	87,443	89,627	91,815	94,000	96,351
15	75,784	79,574	88,665	90,940	93,213	95,487	97,761	100,206
16	79,393	83,364	92,888	95,273	97,654	100,033	102,418	104,977

Teachers' Salaries 2013 - 2014

Step	Bachelor	B+15	MAST	M+15	M+30	M+45	M+60	DOC
1	44,746	46,986	52,355	53,698	55,038	56,380	57,724	59,168
2	46,536	48,862	54,448	55,846	57,242	58,637	60,033	61,532
3	48,398	50,818	56,625	58,079	59,530	60,982	62,435	63,995
4	50,335	52,852	58,893	60,402	61,913	63,420	64,931	66,555
5	52,347	54,966	61,246	62,816	64,389	65,958	67,529	69,218
6	54,441	57,164	63,697	65,331	66,962	68,597	70,230	71,987
7	56,620	59,452	66,245	67,944	69,643	71,340	73,038	74,864
8	58,883	61,829	68,894	70,661	72,428	74,196	75,962	77,861
9	61,240	64,302	71,651	73,488	75,325	77,176	78,999	80,973
10	63,691	66,873	74,517	76,428	78,338	80,250	82,158	84,212
11	66,237	69,548	77,500	79,485	81,473	83,459	85,446	87,583
12	68,888	72,330	80,599	82,664	84,730	86,797	88,865	91,087
13	71,641	75,225	83,821	85,971	88,120	90,270	92,419	94,729
14	74,508	78,234	87,173	89,410	91,644	93,881	96,115	98,519
15	77,489	81,365	90,660	92,987	95,311	97,636	99,961	102,460
16	81,775	85,864	95,675	98,131	100,583	103,034	105,490	108,127

RETAINED MERIT. Effective September 1, 1979, members of the professional staff, who have received merit awards in previous years and who achieve the 15th step 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

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 as follows:

<u>Years of Service</u>	<u>% of Bachelor's Maximum</u>
10-14	2%
15-19	3%
20-24	4%
25-29	5%
30-34	6%
35-39	7%
40-44	8%
45-49	9%
etc.	

Effective upon the last day of the 2007 – 2010 agreement, the 35 – 39 category and all higher categories (40 – 44, 45 – 49, etc.), shall be eliminated, and the highest category shall be a 30+ category, at the rate provided for the 30 – 34 category. Any teacher who, prior to the last day of the 2007 – 2010 agreement, was already receiving experience increments in a category higher than the 30 – 34 category shall continue to receive the percentage of the Bachelor's Maximum provided for such a higher category, but shall not advance further to any higher category.

3.6. Base Salary for teachers is considered to define the normal salary range and progression for teachers employed by the Concord-Carlisle Regional School District. 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.

3.6.1. 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 will be 185 days.

3.6.2. The 185 days include 180 instructional days and 5 professional work days. These professional days shall include one or two days prior to school opening.

3.6.3. Five contingency days will be included in the school calendar. If these contingency days are not needed, the School District will adjust the calendar in regard to the last day of school to ensure that there are exactly 180 instructional days.

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

3.7. PLACEMENT ON STEPS. Steps in the Base Salary Scales for teachers define the normal progression of teachers in the employ of the Concord-Carlisle Regional School District 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.

3.7.1. Experience. Experience will be determined to the nearest number of whole years of teaching experience in 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.

3.7.1.1. Military Service. Full credit on the base 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.

3.7.1.2. Unusual Service. In situations where the foregoing stipulations do not appear reasonable, a candidate's experiences may be evaluated to determine the step applicable, such evaluation being presented by the Principal, subject to the approval of the Superintendent.

3.7.1.3. 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.

3.7.2. 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 evaluated by his/her immediate supervisor as unsatisfactory. In such cases a mid-year warning must be issued to the teacher.

3.7.3. Salary increases for teachers at maximum who are judged to be "less than satisfactory" may be withheld by the Superintendent upon the recommendation of the principal. In such cases, a mid-year warning must be issued to the teachers.

ARTICLE 4

PLACEMENT ON SCALES

4.1. The training 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 made at the beginning of the school year and February 1 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 have earned such a degree may be considered in this category.

4.4. Credit toward the B+15 scale will be awarded for courses that are completed as part of a Master's degree program or that could be used toward a Master's degree in the teacher's field, a related field or in secondary education. Credit will be given for undergraduate courses if they are required as part of a Master's program. With the Superintendent's prior approval, credit may be given for in-service courses, workshops, and institutes requiring outside preparation if such courses can be demonstrated to be part of a Master's program and if the amount of work required by the participant is generally comparable to that

expected of a student in a regular graduate course.

4.5. 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.

4.6. 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.

4.7. Placement of staff members on the salary scale at Masters+15, Masters+30, Masters+45, Masters+60 is at the discretion of the Superintendent based on age and relevancy of the course. Official, certified transcripts of courses in addition to those courses required for the Master's degree are to be forwarded to the Superintendent for approval prior to placement on the appropriate salary scale either before the beginning of the school year or February 1. The Superintendent, at his/her discretion may also consider credit for undergraduate courses, workshops, and institutes requiring out-of-class preparation, if such courses and/or workshops can be demonstrated to be part of a defined post Master's program or are related to the teacher's assignment. In the case of workshops or institutes, the teacher must be able to demonstrate that the amount of work required of the participant would be equivalent to that required of a student in a regular graduate course.

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

4.7.2. CCRSD in-service credit earned at any point will be applied towards lane changes after a Masters Degree is conferred.

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 but less than three years' service in the schools. Teachers so recommended would be extremely outstanding in their performance.

ARTICLE 6

COMPENSATION FOR CERTAIN CO-CURRICULAR RESPONSIBILITIES

6.1. As stated in Article 9, during the 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 as defined in Section 9.1. of this Agreement. Some activities, however, require considerably more time and energy than that which can be expected in the description of professional responsibilities contained in this Agreement. This is the case in guidance and social work conferences, coaching athletics teams after school and supervising some of the other co-curricular activities.

6.3. The co-curricular responsibilities listed in Section 6.7. 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.

6.3.1. A teacher 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.

6.3.2. 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 School Committee.

6.4. It is recommended that no teacher undertake coaching responsibilities for more than two seasons or two sports in any one school year. It is strongly recommended also that no classroom teacher assume more than one major coaching responsibility.

6.5. Assignment of coaching duties and special responsibilities 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 differential for special duties to the Regular Salary, provided however that coaching stipends shall not be added to the teacher's Regular Salary, but shall instead be paid in two equal installments during the athletic season. Adjustments for special duties will be made from time to time if necessary.

6.6. Before filling a vacancy in any position referred to in Section 6.7. notice of the vacancy will be posted for ten (10) school days in each faculty room, each department office, and given to the Association President, provided that this shall not limit the School District's right to make temporary appointments when the School District determines such is necessary for the effective continuation of the program, and provided further that the posting requirement for vacancies to be filled during the summer recess will be satisfied by mailing notice of vacancies to the home of the President of the Association or his/her designee. The notice of vacancy shall include a description of the qualifications required for the position, the salary range and the closing date for applications. Applicants for such positions who are members of the bargaining unit covered by this Agreement shall have preference in filling any vacancy covered by this section if they meet the qualifications of the posting.

6.7. STIPENDS FOR CO-CURRICULAR RESPONSIBILITIES.

Varsity Coach

Football

	Step 1	Step 2	Step 3	Step 4	Step 5
FY11 - FY 14	\$ 6,102.00	\$ 6,706.00	\$ 7,370.00	\$ 8,099.00	\$ 8,900.00

Asst. V. Football (2)

	Step 1	Step 2	Step 3	Step 4	Step 5
FY11 - FY 14	\$ 3,771.00	\$ 4,144.00	\$ 4,554.00	\$ 5,005.00	\$ 5,500.00

Fr. Football (2)

	Step 1	Step 2	Step 3	Step 4	Step 5
FY11 - FY 14	\$ 3,358.00	\$ 3,691.00	\$ 4,057.00	\$ 4,459.00	\$ 4,900.00

Varsity Coaches

XC (b)

Fr. Soccer (g)
Fr. Field Hockey
Fr. Volleyball
Fr. Basketball (b)
Fr. Basketball (g)
Fr. Baseball
Fr. Softball
Fr. Lacrosse (b)
Fr. Lacrosse (g)

	Step 1	Step 2	Step 3	Step 4	Step 5
FY11 - FY 14	\$ 3,052.00	\$ 3,346.00	\$ 3,669.00	\$ 4,024.00	\$ 4,414.00

Assistant Coaches

Skiing
Wrestling
Indoor Track
Indoor Track
Indoor Track.
Swimming
Outdoor Track
Outdoor Track
Outdoor Track
Lacrosse
Gymnastics

	Step 1	Step 2	Step 3	Step 4	Step 5
FY11 - FY 14	\$ 3,052.00	\$ 3,346.00	\$ 3,669.00	\$ 4,024.00	\$ 4,414.00

Activity	Step	2011-14
Yearbook	1	\$ 3,897
Outing Club	2	\$ 4,309
	3	\$ 4,765
	4	\$ 5,269
	5	\$ 5,827
Musical	1	\$ 3,633
Radio Station	2	\$ 4,018
	3	\$ 4,443

Activity	Step	2011-14
Student Government	1	\$ 3,480
	2	\$ 3,848

	3	\$ 4,255
NHS advisor	1	\$ 3,360
Freshmen orientation	2	\$ 3,716
Environ Field Studies (2)	3	\$ 4,109
Newspaper		
Website Design		
Math Team	1	\$ 3,142
	2	\$ 3,474
	3	\$ 3,842
Pep Band	1	\$ 3,078
	2	\$ 3,404
	3	\$ 3,764
Literary Magazine (Reflections)	1	\$ 2,221
	2	\$ 2,456
	3	\$ 2,716
Academic Bowl	1	\$ 2,020
Amnesty International	2	\$ 2,234
Art Club	3	\$ 2,470
Chickenscratch		
Dance Club		
Drama (Per Production)		
Environmental Club		
Foreign Exchange Trips (1 per year		
Spanish & 1 per year French)		
History Reading Club		
Interact Club		
Junior State		
Model UN		
Moot Court		
Multicultural Club		
Percussion Club		
Psychology Reading Club		
Sci-fi Club		
Spectrum (2)		
T.O.Y.S.		
Tech Crew		
Third Wing		
Ultimate Frisbee		
Yoga Club		
Tech Leader	No Step Structure	\$ 2,500
Pit Orchestra	No Step Structure	\$ 4,000
Fitness Supervisor (per season)	No Step Structure	\$ 1,638
AP Facilitator	No Step Structure	\$ 2,000
Chemical Hygienist	No Step Structure	\$ 2,184

Mentor Teacher Leader	No Step Structure	\$ 1,091
Freshmen Advisor	No Step Structure	\$ 1,671
Sophomore Advisor	No Step Structure	\$ 1,726
Junior Advisor	No Step Structure	\$ 2,224
Senior Advisor	No Step Structure	\$ 3,248

6.7.1

All coaching stipends shall be increased for the 2010 – 2011 school year only, based on the Stipend Calculations formula in Appendix C.

6.8. DEPARTMENT CHAIRPERSONS.

Compensation for Department Chairs shall be as follows:

Group I	(7 or more persons)	9% of Bmax
Group II	(fewer than 7 persons)	7% of Bmax

Compensation for Department Chairs serving a second term would be increased by an additional two percent of Bmax.

Compensation for the following Coordinator positions are as follows:

Coordinator of Athletics	12% of Bmax
Coordinator of Info. Technology	8% of Bmax
Coordinator of METCO	8% of Bmax*

(*this stipend is funded through METCO)

6.9. MENTORING

Compensation for Mentors shall be as follows:

Mentor	\$1,000
Mentor Guide	\$ 500

6.10. ADDED POSITIONS. Additional co-curricular positions may be added upon the recommendation of the Superintendent and the approval of the School District. Teachers interested in submitting proposals for such positions are encouraged to do so by November 1 in order to be sure of having them considered for inclusion in the budget for the following academic year; however, proposals may be submitted until June 1. The School District will attempt to retain some unassigned funds in its budget for the purpose of funding co-curricular positions. In making a proposal, the teacher must demonstrate that a need exists and that there are a sufficient number of students interested in the project to make it worthwhile. Recognizing that there are limited funds available for such positions, priority will be given to groups which are already functioning with a volunteer leader. It is recognized that because of budget limitations, proposals will not automatically receive funding. If at the end of a school year interest in an activity declines below the point of viability, the principal has the right to eliminate the position but will not do so without consulting the persons directly involved.

6.10.1. The Superintendent’s designee will meet with the head of Negotiations Committee to determine placement on the Co-curricular scale. This determination will be made by October 1.

6.11. STIPENDS FOR CO-CURRICULAR AND COACHING POSITIONS. It is the objective of

the School Committee and the Association to have a salary schedule for all coaching positions in which the average of the maximum rates for the sports of baseball, lacrosse, hockey, basketball, field hockey and soccer, will be within the upper third of the averages in each community of the maximum rates for comparable positions (that is, positions having similar actual duties, even if not the same title) in the same six sports, within the following communities: Acton-Boxborough, Bedford, Concord-Carlisle High School, Lexington, Lincoln-Sudbury, Needham, Newton, Wayland, Wellesley, Westford and Weston. The methodology actually employed for this purpose is reflected in Appendix C to this agreement. Not later than December 15 of the final year of each contract, a report will be prepared by the School District to determine whether this objective is being met.

ARTICLE 7

PROCEDURE FOR PAYMENT OF SALARIES

7.1. 185-DAY CONTRACTS.

7.1.1. Personnel on the 185-day contracts will be paid Regular Salary plus appropriate differentials in twenty-six (26) bi-weekly installments commencing in September.

7.1.2. 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 of the upcoming school year. 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 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 7.1.2 of the 2007-2010 Collective Bargaining Agreement.

7.1.3. 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:

(Days of service/185) x Regular Teaching Salary = total pay entitlement

ARTICLE 8

PROFESSIONAL GROWTH PRACTICES

8.1. 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.

8.2. 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.

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

8.3.1. During a teacher's first year in the Concord-Carlisle High School, 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. 9-12 faculty will not be required to attend curriculum committee meetings during the Mentor year. After the Professional Growth Review Committee (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.

8.3.2. 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. Three in-service credits toward movement on the salary schedule and appropriate PDP's will be granted upon successful completion of this course.

8.3.3. Within five (5) years of entering the Concord-Carlisle High 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 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.

8.3.4. 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.

8.3.5. The Concord-Carlisle Teachers' Association may undertake an evaluation of the PIP courses. Resulting data, as well as individual course evaluations will be considered by the PGRC and the Curriculum and Instruction Coordinating Council (CICC) for the purposes of course improvement or suggested course alternatives.

8.3.6. 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.

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

8.4. INSERVICE INCENTIVE PROGRAM. An In-service Incentive Program (IIP) shall be estab-

lished 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 9

PROFESSIONAL TIME RESPONSIBILITIES

9.1. During the contract period, staff members are expected to be available whenever necessary to discharge properly their professional responsibilities. All teachers are expected, as part of their regular duties, to participate in activities outside the classroom pursuant to past practice. Any proposed major change in these activities will be discussed openly by the administration and the involved teachers (and/or their representatives) and they will attempt to reach a consensus. Teachers shall make themselves reasonably available to provide extra help to students, to meet and otherwise communicate with parents, and otherwise to involve themselves in the school community.

9.2. 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 at one-fortieth of the Regular Salary per week spent.

9.3. Curriculum projects, identified by the Superintendent shall be offered to staff members. Staff members will be involved in discussing matters relevant to the completion of the project. Compensation for such work will be \$300/day.

9.4. MENTOR TEACHER PROGRAM. The position of mentor teacher and/or mentor coach to a new teacher will be offered to teachers with professional teacher status. Upon appointment, the mentor teacher will receive a stipend of \$1,000 for the year. A mentor coach will receive a stipend of \$500. (See Appendix A)

ARTICLE 10

PAYMENT FOR UNUSED SICK LEAVE

10.1. Upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, each teacher employed prior to the 1985-86 school year shall be paid for 50% of his/her accumulated unused sick leave up 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.

10.2. A teacher first employed after the 1984-85 school year 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 62 days (124 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

10.3. This pay will be calculated using his/her Regular Salary at the time of retirement on a per day basis according to the contract year in effect at the time with each day being 1/184 of the Regular Salary. 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.

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

10.5. 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 lump sum payment. Such payment may be made in four (4) equal installments as described in 10.4. if requested in writing.

10.6. A teacher at step 7 of the salary scale (as renumbered pursuant to the 2007 – 2010 collective bargaining agreement) may, not later than October 15 of the school year at the start of which the teacher attained that step, elect to waive irrevocably any rights under this Article. Such election shall be made on a form provided by the School District. A teacher making such election shall, at the start of the next school year (that is, after completion of a year of service on step 7), advance to step 9 (rather than step 8) of the salary scale (unless the step increment was withheld in conformance with an applicable provision of this agreement) and shall, in the year following completion of the teacher's year of service on step 14, advance to step 16 (rather than step 15) of the salary scale (unless the step increment was withheld in conformance with an applicable provision of this agreement). A teacher who attained and completed a year of service on step 8 (of the salary scales as in effect for the 2004 – 2007 collective bargaining agreement) during the 2006 – 2007 school year may make this election not later than October 15, 2007 and, upon making such an election, shall be advanced retroactively to the start of the 2007 – 2008 school year to the renumbered step 9.

10.7. This Article shall not apply to teachers first regularly employed by the School District as a teacher after the 2006 – 2007 school year.

ARTICLE 11

ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF MEMBERS

11.1. 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-Carlisle Regional School District and in the Concord Public Schools.

11.2. The provisions of this Article apply solely to regular education programs. Children requiring services pursuant to Chapter 766 shall be admitted only if the staff member agrees to pay tuition for the special education services and on the Superintendent's recommendations.

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

11.4. If the Concord-Carlisle School District 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.

11.5. Whatever the Concord-Carlisle School Committee's decision concerning school choice, should this Article 11 at any time be identified as inconsistent with State Law, this Article 11 shall be construed pursuant to the applicable law without requiring any additional bargaining and without affecting any other provision of this contract.

ARTICLE 12

TUITION REIMBURSEMENT

12.1. 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. A mini-

imum of \$20,000 will be allocated in any one school year for such expenditures.

12.2. 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.

ARTICLE 13

SUMMER PROGRAM

13.1. In the event that the School District authorizes a summer program, the following shall apply:

- A) Such program shall be under School District control.
- B) Personnel of the Concord-Carlisle professional staff will have priority over all others for the staffing of positions.
- C) All summer pay will be at the rate of \$225 per day for all full-time summer programs (two classes of 1.5 hours each) and \$112.50 for one-half day (one class of 1.5 hours).
- D) Summer employees will not be paid for days absent.

ARTICLE 14

EVALUATION

14.1. The document "Evaluation Procedures for Teachers" shall be used for the purposes of evaluation. Recognizing that the teacher's primary role is in the area of cognitive development, the seven major principles contained in this document will be used in assessing a teacher's performance in accordance with goals and objectives as determined by the individual teacher and the primary evaluator(s).

14.1.1. It is the intent of the School District and the Association that the evaluation process be reviewed on a periodic basis. If changes in the evaluation process are recommended, the new process will be subject to ratification by the Association and the School Committee.

14.2. All observation by any means for the purpose of evaluating the professional performance of a teacher will be conducted openly and with the full knowledge of the teacher.

14.3. A teacher will be given a copy of any evaluation report and an opportunity to discuss it with his/her immediate supervisor. Any teacher who is dissatisfied with his/her immediate supervisor's evaluation will, upon request, be granted a review of such evaluation by the Superintendent or a designee of the Superintendent.

14.4. Evaluation reports prepared pursuant to this Article shall be accepted as an accurate evaluation of a teacher's performance unless a written rebuttal is attached to the evaluation report within thirty (30) working days of the date the evaluation report was given to the teacher.

14.5. 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.

14.6. 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 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.

14.7. Any complaints about a teacher resulting in an adverse entry in the teacher's personnel file shall be called promptly to the attention of the teacher.

14.8. 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.

14.9. 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.

14.10. 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.

14.11. The contents of an individual teacher's personnel file shall be accepted as an accurate record of his/her employment history and shall not be subject to contrary testimony in arbitration under this Agreement or under G.L. Chapter 71, Sections 41 or 42.

ARTICLE 15

RECERTIFICATION

15.1. The "Recertification Process Guidelines for CPS/CCRSD" are to be used by faculty and administration in the review and completion of Individual Professional Development Plans for the purpose of recertification.

ARTICLE 16

INDEMNIFICATION

16.1. Rights of indemnification of teachers for expenses in connection with claims and actions brought against them shall be as provided in General Laws, Chapter 258, Section 9.

ARTICLE 17

STAFFING

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

17.1.1. In each of the major academic departments (mathematics, science, social studies, English and foreign languages), it is desirable that the ratio of students to full-time teachers approximates an average of 90 to 1. As this represents a goal for a department and not for any individual

teacher, individual teachers within the departments may have more or fewer students than the desired maximum. The School District reserves the right to increase the student teacher ratio up to a maximum of 95:1 in these departments for compelling reasons. It is also understood that in these departments the number of classes per full-time equivalent teacher in any given semester should be 4.

17.1.2. For the Art Department, the number of assigned classes per full-time teacher will be four. In addition, each Art teacher may be assigned the equivalent of one teaching block in the Art area.

17.1.3. In the other teaching departments, given the current block schedule, the number of classes assigned per teacher will be 5. For the physical education department, it is desirable that the ratio of students to full-time teachers approximate an average of 220 to 1.

17.1.4. For the guidance department, it is desirable that the ratio of students to full-time counselors approximate an average of 200 to 1.

17.1.5. During the school week all full-time faculty members will have 80% of their time scheduled for teaching classes and for student-contact hours such as study hall supervision, science labs, staffing resource rooms, other department centers or for conferencing.

17.1.6. Part-time teachers are paid 25% of a full-time teacher salary for each class taught.

17.1.7. For the music department, it is desirable that the ratio of students to full-time teachers approximate an average of 180 to 1.

ARTICLE 18

ABSENCE FROM SCHOOL DUTIES

18.1. TEMPORARY ABSENCE.

18.1.1. Sick Leave. Every member of the professional staff on the 185-day schedule shall be allowed fifteen 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. New employees may begin with a bank of sick leave representing five days for each year of experience not to exceed thirty days.

18.1.1.1. Sick leave, in addition to personal illness, shall include absence because of illness on the part of a spouse, child, father, mother, or member of the immediate household.

18.1.1.2. A medical certificate or other suitable evidence may be required for all absences exceeding five consecutive days.

18.1.1.3. Sick Leave Bank. A Sick Leave Bank for use by eligible teachers who have exhausted their own sick leave and who have serious personal illness has been established. A Sick Leave Bank Committee consisting of five (5) members shall administer the Sick Leave Bank. Two (2) members will be designated by the School Committee and three (3) designated by the Association. The operation of the Bank and withdrawal there from shall be carried out in accordance with the following provisions:

A) Upon hire and thereafter as necessary, each teacher will deposit to the Bank one (1) day of sick leave. Once deposited 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 October 1 of each year.

C) Withdrawals may be made only for serious personal illness or accident of the teacher and applied only during the regular school year (185 days). Days may not be withdrawn to permit a teacher to stay at home for other members of a family.

D) Any member of the Bank who seeks sick leave days from the Bank shall himself/ herself, or by another person authorized to act on his/her behalf, inform in writing the Sick Leave Bank Committee. Copies thereof shall be sent to the president of the Association and to the human resource director setting forth the nature of his/her illness, an estimate of how long such illness shall continue in the school year in which his/her leave has been exhausted, and the number 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) school days and shall be made according to the following criteria:

- 1) adequate medical evidence of serious personal illness
- 2) prior utilization of all eligible sick leave
- 3) length of service in the Concord-Carlisle Regional School District
- 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 school days, whichever period is less. During the first year of employment, a teacher may not withdraw more than 90 school days from the Sick Leave Bank.

G) 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 resource 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.

H) The borrower is required to repay 25% of the number of days. In the event of unusual circumstances, this amount may be adjusted by majority vote of the Sick Leave Bank Committee.

I) In the event of depletion of the Bank's resources, the Sick Leave Bank Committee may recommend to the membership a reassessment of an additional day of contribution. If the Sick Leave Bank balance goes below 900 days, the Sick Leave Bank Committee will notify the Association.

J) In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank are to be carried over to succeeding years."

18.1.2. 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 ap-

proval.

18.1.3. Personal Business. Each regular employee will be granted annually three days' absence from school duties for personal business or for other unusual and imperative reasons with no loss of salary. The benefits of this Section shall not be utilized to extend a vacation period. Unused personal business days will be cumulative to six days per teacher. To be eligible for leave without loss of salary, employees must receive approval from their immediate supervisor at least 24 hours before taking such leave (except in case of emergency). Personal business means a matter which cannot be attended to at a time other than when school is in session.

18.1.4. Leave for Religious Observances. Each regular employee may be granted up to three 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. Advance notifications to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observances.

18.1.5. Professional Leave. Any teacher, upon application and permission of the Principal or his/her designee, may be granted leave not to exceed five days annually to attend conferences or meetings, or to visit schools for professional purposes. Any money beyond expenses received by a teacher on professional leave shall be turned over to the principal for deposit in the department account and will be held there for the remainder of that school year and the following fiscal year to be used for professional activities. If, at the end of such following fiscal year, any such funds remain unexpended, then they shall be moved into the school district's general account. Receipts for all expenditures must be provided to the business office in order to obtain reimbursement.

18.1.6. 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.

18.2. EXTENDED ABSENCE.

18.2.1. 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 years.

18.2.2. Sabbatical Leave.

18.2.2.1. The School Committee will sponsor two types of Sabbatical Leave, Traditional Sabbatical Leave and Alternative Sabbatical Leave. Types of Traditional Sabbatical Leaves include half-year full pay, full year half-pay, and full year and full pay leaves. Types of Alternative Sabbatical Leaves include (but are not limited to) Fractional Load Sabbaticals, Summer Sabbaticals, and Professional Development Sabbaticals.

The School Committee will fund the equivalent of four half-year Sabbaticals. At least one-quarter of this funding will support Alternative Sabbaticals. The remaining three-quarters of this funding will support either one full and one half Traditional Sabbaticals or three half Traditional Sabbaticals. If there are not enough proposals to use the entire funding designated for Traditional Sabbaticals, then whatever money is remaining after the awarding of Traditional Sabbaticals will be added to the funding for Alternative Sabbaticals.

18.2.2.2. Traditional Sabbatical Leave.

A) Professional staff members may apply for a Traditional Sabbatical Leave for study, research or travel.

B) Eligibility for sabbaticals shall be based upon total years of service in the system (includ-

ing military leave, maternity leave or approved leave of absence). After seven years of eligibility have been attained, a professional staff member shall be eligible for a full year sabbatical at one-half pay or a half-year sabbatical at full pay. After ten years of eligibility have been attained, a professional staff member shall be eligible for a full year sabbatical at full pay. Eligibility for subsequent sabbaticals will follow the same time requirements, minus seven years for each one-half sabbatical previously awarded and twelve years for each full year sabbatical awarded prior to July 1, 1989, and ten years for each full year sabbatical thereafter. The salary shall be the regular teaching salary.

C) Any person awarded a half sabbatical must wait at least two full years before receiving another half sabbatical no matter how many years they have been in the system. Any person awarded a full sabbatical must wait at least four full years before receiving another full sabbatical or two full years before receiving another half sabbatical no matter how many years they have been in the system.

D) By December 1 of the year prior to the year for which the Traditional Sabbatical Leave is considered, Traditional Sabbatical Application Forms will be prepared by the Superintendent and distributed to staff members. The Superintendent shall not be required to prepare and distribute such forms if he/she has already determined prior to said December 1, based on fiscal constraints or otherwise, that no Traditional Sabbatical Leaves will be granted for that year, provided that the preparation and distribution of such forms shall not oblige the Superintendent to grant any Traditional Sabbatical Leaves.

E) By December 1 of the year prior to the year for which the Traditional Sabbatical Leave is considered, a Sabbatical Review Committee will be formed consisting of three Association members selected by the Association President; one building administrator; the Superintendent or his/her designee; and an *ex officio* (non-voting) School Committee member.

F) By December 15, proposals for Traditional Sabbatical Leave will be presented to the Sabbatical Review Committee for consideration.

G) By January 31, the Sabbatical Review Committee will review all proposals and select the best two (one full and one half) or best three (three halves) for presentation to the Superintendent. Criteria for selection should include, but are not limited to: the value of the sabbatical to the teacher, the length of service of the teacher, and the amount of time since that teacher has received a sabbatical. In addition, all recommended proposals should have demonstrable value to students or the department or the school.

The Superintendent may award such Traditional Sabbatical Leaves as he/she determines in her discretion, but not to exceed one full and one half sabbatical, or three half sabbaticals, not later than March 1. It is further understood that the deadlines for the process may be changed by mutual agreement of the School Committee and the Association.

18.2.2.3. Alternative Sabbatical Leave

A) Professional staff members may apply for Alternative Sabbatical Leave for study, research, travel or any other professional activity of demonstrable value. Alternative Sabbaticals can be different from Traditional Sabbaticals in concept, construct or duration.

B) Professional staff members are eligible for Alternative Sabbatical Leave after five years of service. They may apply during their fifth year for a leave in their sixth.

C) By February 1 of the year prior to the year for which the Alternative Sabbatical Leave is considered, Alternative Sabbatical Application Forms will be prepared by the Superintendent and distributed to staff members. The Superintendent shall not be required to prepare and distribute such forms if he/she has already determined prior to said

February 1, based on fiscal constraints or otherwise, that no Alternative Sabbatical Leaves will be granted for that year, provided that the preparation and distribution of such forms shall not oblige the Superintendent to grant any Alternative Sabbatical Leaves.

- D) By December 15, proposals for Alternative Sabbatical Leave will be presented to the Sabbatical Review Committee (see 18.2.2.2. E) for consideration.

The Sabbatical Review Committee will review all proposals and select the best for presentation to the Superintendent. Criteria for selection should include, but are not limited to: the value of the sabbatical to the teacher, the length of service of the teacher, and the amount of time since that teacher has received a sabbatical. In addition, all recommended proposals should have demonstrable value to students or the department or the school.

The Superintendent may award such Alternative Sabbatical Leaves as he/she determines in her discretion, but not to exceed one half sabbatical, not later than April 15. It is further understood that the deadlines for the process may be changed by mutual agreement of the School Committee and the Association

18.2.2.4. 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 Region 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 Region 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.

18.2.2.5. 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 tenure or other benefits earned as a member of the staff.

18.2.2.6. During the course of Sabbatical Leave, brief monthly reports of progress shall be made to the Superintendent.

18.3. CHILD-BEARING AND CHILD-REARING LEAVE.

18.3.1. Teachers who are disabled from working because of pregnancy or recovery therefrom may apply unused sick leave, in accordance with Section 18.1. Temporary Absence, for those days on which they are unable to work.

18.3.2. 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 therefrom. In cases of use of unused sick leave, Section 18.1. Temporary Absence, shall apply.

18.3.2.1. Parenting Leave. Any teacher shall be granted, upon written request to the superintendent, a maximum of two weeks' leave following the birth of his or her child, inclusive of school vacation weeks and summer break. Available unused sick leave may be applied to these two weeks provided the two weeks occur during the contracted 185 days. Parenting leave is only available during the school year in which the child is born. Such leave shall be coterminous with (and shall not extend or be in addition to) any other leave (such as FMLA leave, leave under the Massachusetts Maternity Leave Act, or leave under Section 18.3.3 of this Agreement).

18.3.2.2. 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 for 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.

18.3.3. Child-Rearing Leave. Any teacher may be granted a leave of absence without pay for up to three full semesters immediately following childbirth or adoption. Scheduled returns from such child-rearing leaves shall occur at the beginning of a semester unless otherwise agreed upon by the teacher and the Superintendent. Leaves may exceed three consecutive full semesters if agreed upon by the teacher and the Superintendent.

A teacher returning from Child-Rearing Leave may request to fill an existing vacancy (a position that must be posted and/or advertised) of lesser equivalence in the discipline that he/she left for the remainder of the school year rather than an immediate return to his/her former equivalency. He/she may fill said vacancy for a maximum of two (2) school years, if such vacancy exists, without affecting his/her rights to return to his/her former equivalency.

If a teacher has his/her teaching load increased because of another teacher's leaving for Child-Rearing Leave, the teacher whose load is increased shall sign a statement acknowledging the reason for the temporary increased load and an agreement to voluntarily reduce himself/herself if necessary when the teacher on Child-Rearing Leave returns. All teachers whether on leave or not will receive equal consideration with respect to reduction-in-force.

18.4. VOLUNTARY LEAVES OF ABSENCE.

18.4.1. Upon application, consistent with School Committee Policy, 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 full or partial 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 a leave of absence, a teacher will receive no salary, no Region 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.

18.4.2. Salary credit for the year of 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.

18.4.3. A teacher's insurance plan will be continued during the period of any unpaid leave of absence (including a maternity leave), provided the teacher pays the total monthly cost of such coverage to the Region by the seventh (7th) of each month.

18.5. ADDITIONAL LEAVE. At the discretion of the Superintendent, additional leave may be granted beyond normal sick leave and other leave provisions of the current policy.

18.6. ABSENCES REQUIRING SALARY DEDUCTION. Extended absence owing to personal illness in excess of sick leave allowance shall carry a salary deduction equal to the actual cost of substitute services. Absences for reasons other than personal illness or serious emergency shall 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.

18.7. 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.

ARTICLE 19

DEPARTMENT CHAIR POSITIONS

19.1. An appointment to a department chairpersonship shall be for a three-year period, subject to an annual review by the Superintendent and a determination by him/her that the incumbent is meeting the goals and objectives established for the incumbent by the Superintendent in consultation with members of the department as described below. Members of a department, at their option, may participate in the process of nominating candidates for department chair positions. Should they desire to recommend a nominee, they shall first consult with the Superintendent 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 Superintendent for his/her consideration. If the Superintendent chooses to approve a different nominee, he/she shall so advise the department. The Superintendent shall have the ultimate decision as to who shall be appointed to department chair positions.

19.2. If in the procedure outlined in Section 19.1. the Superintendent should appoint an incumbent chairperson to a succeeding term, the following shall apply:

- A) The incumbent shall resign the chair position with an effective date no later than June 25.
- B) The succeeding term shall begin no earlier than July 25.
- C) Prior to reassuming the chair position, the resigned chairperson shall sign a statement acknowledging that the interruption of service as chairperson prevent his/her gaining tenure in that position.

19.3. If an incumbent chairperson declines to sign a statement as described in 19.2.C. and if the Superintendent proceeds to appoint the person to a succeeding term, then the Association reserves its rights to challenge such appointment if it feels it was in violation of this Agreement.

ARTICLE 20

TAX SHELTERED ANNUITIES

20.1. 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.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1. A professional staff member who believes that he/she is aggrieved by a violation of the Agreement shall discuss the matter with his/her immediate supervisor within thirty (30) school days of the time the employee should reasonably have known that he/she may be aggrieved. The immediate supervisor shall render a decision within fourteen (14) calendar days.

21.2. If the grievance is not settled to the satisfaction of the employee, he/she may present the grievance to the principal in writing within fourteen (14) calendar days, after the decision of the immediate supervisor is due. Prior to submitting the appeal, the grievant may discuss the matter with the Professional Rights and Responsibilities (PR&R) Committee of the Association. Such grievance shall be sub-

mitted on a form (see Appendix B) reciting, at a minimum, the nature of the violation alleged, the article or articles of the agreement alleged to have been violated, and the remedy sought, and providing spaces to reflect subsequent steps in the grievance process.

21.3. In the case of a written grievance, within fourteen (14) calendar days of the receipt of the statement, the principal shall review the appeal, discuss the matter with the grievant and the immediate supervisor and render a written decision.

21.4. If the grievance is not settled to the satisfaction of the employee, the grievance may be appealed in writing to the Superintendent within fourteen (14) calendar days after the principal's decision is due.

21.5. The Superintendent shall meet with the employee, and if the employee so chooses, a representative of the Association, within thirty (30) calendar days after receipt of the written grievance. The Superintendent shall provide his/her decision in writing to the employee within fourteen (14) calendar days after the conclusion of the meeting.

21.6. Any time interval specified herein may be extended by mutual agreement. If the answer at any step is not provided within the specified time limits, the grievance shall be deemed denied on the day the decision was due and the grievance shall be qualified to be carried to the next higher level. If an individual's grievance is once settled or if it is not presented within the time limits specified herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

21.7. 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.

ARTICLE 22

ARBITRATION

22.1. 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 Committee's decision on the grievance.

22.2. 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 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.

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

22.4. The function of the arbitrator is to determine the interpretation and application of specific provisions of this 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 deduction 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 otherwise agree. 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, and the Association and the teacher(s) involved in the grievance.

ARTICLE 23

SCHOOL CALENDAR

23.1. The Calendar Committee will be comprised of representatives of the Association and representatives of the School Committee and these two parties will perform the following functions:

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

23.1.2. 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-Carlisle Teachers' Association.

23.1.3. 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.

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

23.2. The beginning of school shall not occur before September 1 except by mutual consent of the Association President and the Superintendent.

ARTICLE 24

CONSULTATION ON PROFESSIONAL CONCERNS

24.1. The Superintendent or his/her representative shall meet at least once each month with the President of the Concord-Carlisle Teachers' Association or his/her representative. Other members of the Administration or Association may be present, upon mutual agreement. Dates for these meetings will be mutually determined.

24.2. The Principal shall meet at least once each month with three members of the Association's Executive Board, designated by the President. Dates for these meetings will be mutually determined.

24.3. Upon agreement by the Superintendent, Principal, and Association President, the meetings called for in Section 24.1. and 24.2. may be combined in any given month.

24.4. The President and Vice-President of the Association will be released from supervisory duties commencing with their election to office for the duration of their term.

ARTICLE 25

REDUCTION-IN-STAFF

25.1. The School Committee retains the right to reduce the number of teachers on its staff within the staffing philosophy expressed in other sections of this contract. The decision to reduce staff shall not be subject to the grievance and arbitration procedures of this contract. As between teachers with profes-

sional teacher status and teachers without professional teacher status, the provisions of applicable law shall apply with respect to reductions in staff.

25.2. The process by which the teachers with professional teacher status from the disciplines set forth below are selected for dismissal under Reduction in Force (RIF) is based upon the premise that by far the majority of teachers within the Concord-Carlisle Regional School District are performing at a level which is clearly above that deemed satisfactory for the school system. The areas to be considered for assessing satisfactory instructional performance are the six major headings contained in the document "Evaluation Procedures for Teachers," recognizing that the teacher's primary role is in the area of cognitive development. This document will be used in assessing a teacher's performance in accordance with goals and objectives as determined by the individual teacher and the primary evaluator(s). Therefore, the order in which teachers are dismissed from a discipline under RIF will be determined by seniority except as provided for in other sections of this Article.

The provisions of this Article also apply to circumstances involving the reduction of full-time teachers with professional teacher status to part-time status.

25.3. It is recognized that a small number of teachers with professional teacher status may be performing at a level which is less than satisfactory for the Concord-Carlisle school system as determined by the process described in this Agreement. These teachers shall be exempted from the overall seniority process and will be the first to be RIFed. Such a determination will be made by the primary evaluators (see Appendix B) at the time of setting goals and objectives for the year and no later than November 1. Beginning with the 1984-1985 school year the determination "less than satisfactory" for the Concord-Carlisle Regional School District shall be based on the prior year's evaluation which states clearly the areas of deficiency. Beginning with the 1983-1984 school year and thereafter if any teacher is judged to be performing at a less than satisfactory level, he/she shall be informed in writing by the prime evaluators by June 30, of that year.

25.3.1. The written recommendation of less than satisfactory performance with documentation of the primary evaluators will be forwarded to the Superintendent by November 1. A teacher so identified has the right of appeal before the Superintendent. A final determination as to whether the identified teacher is less than satisfactory for the Concord-Carlisle Regional School District shall be made by the Superintendent no later than November 15. This identification shall remain confidential.

25.3.2. Subsequent to the identification and notification of a teacher with professional teacher status whose performance is less than satisfactory, the teacher and primary evaluators shall set goals for the year which address specifically the areas in which the teacher is deemed less than satisfactory. These goals shall also identify the criteria for removal from the less than satisfactory category. Close supervision and evaluation of the teacher will be carried out by the primary evaluators. A recommendation as to whether or not the teacher has improved to such an extent as to be removed from the less than satisfactory category will be made by the primary evaluators by March 1. The Superintendent will review this decision and any comments submitted by the teacher. If after this second review the teacher is removed from this category, all documentation of the teacher's performance during the period of time when the teacher has been designated less than satisfactory, with the exception of the final evaluation, will be eliminated. If, after this second review, the performance of the teacher is judged to be still less than satisfactory, that teacher will be so notified in writing and at this time all previous correspondence will become part of the individual's personnel file.

25.4. If the School Committee decides to effect a reduction-in-force, the order of reduction of teachers in a given discipline shall be determined as follows:

Any teacher whose overall performance has been judged less than satisfactory by the process described above will be RIFed, starting with the teacher judged to be least satisfactory and proceed-

ing in order of performance until all teachers in the less than satisfactory category are totally RIFed.

If the number of teachers to be RIFed has not been met by the reduction of teachers in the less than satisfactory category, the remaining teachers to be RIFed will be reduced in order of seniority until the number has been met.

25.5. School District judgments with respect to reduction-in-force as a result of less than satisfactory performance and/or least satisfactory performance shall be final.

25.6. DEFINITIONS:

25.6.1. Discipline. For the purposes of this Article, discipline will normally coincide with department such as, but not limited to:

English	Mathematics
Foreign Language	Social Studies
Science	Art
Business, etc.	

The School Committee may, at its sole discretion, broaden or narrow this concept if it deems that the needs of the system so require. Examples of a narrowed concept would include but not be limited to:

French; Spanish; Latin
Chemistry/Biology; etc.

25.6.2. Seniority. For purposes of this Article, seniority shall mean continuous employment in the Concord-Carlisle Regional School District in years, months, and calendar days, including any periods of authorized leave of absence. The following procedure will be used to resolve ties in length of service:

- A) Total number of years, or fractions thereof, of teaching service in Concord-Carlisle Regional School District.
- B) Total number of years, or fractions thereof, of teaching service in the Concord-Carlisle Regional School District and the Concord Public Schools.
- C) A lottery to be held in September of every school year in which teachers who begin their employment in the same year. Teachers who are hired later in the year will be assigned subsequent numbers of lesser seniority.
- D) Seniority determined by annual lotteries or the 1989 lottery shall not be subject to grievance procedures.

25.6.3. Lay-off. Lay-off 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 he/she may have pursuant to Chapter 71, Section 42 and 43A of the Massachusetts General Laws. See Waiver Form, page 31.

25.6.4. Recall. Recall means the right to return to a position in the discipline from which a teacher was originally laid off in the reverse order in which said teacher was laid off. The Superintendent must decide on each lay off individually and the order of lay off 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.

25.6.5. Terminated. Terminated means dismissed pursuant to Chapter 71, Section 42.

25.6.6. Vacancy. A vacancy for purposes of returning a laid-off teacher who has been recalled to active service shall exist only after the School District has met any other obligations it has pursuant to any other provision of this Agreement and any state law.

25.6.7. Minimal Qualifications. Minimal Qualifications means the specific certification, professional training, experience and skills which the School District in its sole discretion establishes for a position.

25.7. NOTIFICATION. 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 the event of a reduction in state or federal revenues occurring after June 15 such that the need for reduction in force is not determined by the School District until after that date, 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. If the teacher wishes to have lay-off status (rather than termination) said teacher must so notify the Superintendent, in writing, within ten (10) school days of the receipt of the RIF notice. Until the new evaluation procedure is ratified and approved by the Concord-Carlisle Teachers Association and the Concord-Carlisle Regional School Committee or the end of the 2011-2012 school year, whichever comes first, any mid-year RIFS shall be determined by seniority only as outlined in 25.6.2.

25.8. RECALL. If subsequent to a RIF notice, a vacancy occurs in a discipline from which teachers have been reduced and elected lay-off status, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists.

25.8.1. If a teacher fails to notify the Superintendent within fourteen (14) calendar days of the issuance of a recall notice of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this Agreement.

25.8.2. 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, full time position shall forfeit all rights and benefits provided for in this Agreement.

25.8.3. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days, whichever is later. A teacher who accepts recall shall have all benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall.

25.8.4. Teachers with recall benefits are required to keep the Superintendent informed of their current mailing address.

25.8.5. Teachers who have been laid-off shall be given preference on the substitute list should they so desire.

25.8.6. The effect on teachers with professional teacher status of a lay-off shall be determined in accordance with applicable law.

25.9. REDUCTION-IN-FORCE TRANSFER PROCESS.

25.9.1. A teacher identified for reduction-in-force may request in writing a transfer to a position, involving no greater full-time equivalency than the position held by the teacher immediately prior to the receipt of the RIF notice in another discipline where a teacher with no professional teacher status is employed or a vacancy exists. This request shall be addressed to the Human Resource Office with a copy to the principal. This process is available to a teacher with professional

teacher status identified for reduction-in-force (“RIF”) exclusively during the period beginning with the teacher’s receipt of a RIF notice Superintendent’s letter) and ending with the effective date of the teacher’s RIF, as specified in the Superintendent’s RIF decision, but in any event no sooner than June 30 of the school year in which the RIF notice is issued. The execution of an employment status waiver from (Appendix A to the Agreement) does not extend the period during which a teacher with professional teacher status identified for RIF may utilize the RIF Transfer Process beyond the effective date of said teacher’s RIF (or June 30, if later).

25.9.2. The department chairperson or coordinator of the potential receiving discipline and the principal shall meet with the teacher requesting the transfer. The purpose of such meeting is to interview the teacher requesting the transfer to determine if that teacher has the minimal qualifications beyond certification to maintain the discipline standards as they presently exist. If it is determined that the teacher is minimally qualified, the transfer shall be permitted. If it is determined that the teacher is not minimally qualified, the transfer will be denied.

25.9.3. The affected teacher with professional teacher status may appeal to the Superintendent and/or designee.

ARTICLE 26

TEACHER EMERITUS PROGRAM

26.1. 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 CCRSD 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 Region, an opportunity for employment and/or career advancement to other teachers, and an opportunity for the Region to benefit from the experience and expertise of the retiree.

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

26.2.1. A teacher must have been employed a minimum of 15 years in the CCRSD.

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

26.2.3. A Teacher Emeritus may teach the equivalent of no more than 2 classes per year.

26.2.4. Each Teacher Emeritus on the 185 day schedule shall be allowed 15 days absence from school duties of occasioned by personal illness without loss of salary and three 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 unused sick leave Article 18 of the Sick Leave Bank (Article 18.1.1.3.).

26.3. 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.

26.4. Should a Teacher Emeritus leave the service of CCRSD 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 27

CRIMINAL OFFENDER RECORD INFORMATION (CORI)

27.1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review criminal background checks through the Massachusetts Criminal History Systems Board (“CORI reports”). Such checks shall not take place more than once every three (3) years, more or less, unless there are allegations of employee misconduct made by or to law enforcement agencies or courts warranting additional CORI reports, or unless a more frequent report is required to bring a particular employee onto any regular cycle or schedule on which such reports are routinely sought by the district with respect to other employees.

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

All CORI reports shall be kept in a separate secure file maintained in the District’s central offices. CORI reports shall be destroyed at the times required by law. Even after retirement or termination of employment copies of any then-existing reports may be requested by an employee and shall be provided.

After review of a CORI report, the Superintendent or his/her designated appropriate administrator may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement, any applicable School Committee policy and the General Laws of the Commonwealth of Massachusetts.

ARTICLE 28

DURATION OF AGREEMENT

28.1. The conditions of employment subject to the provisions of this Agreement become applicable on July 1, 2011, and shall continue to be so applicable until June 30, 2014.

28.2. Any party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after July 1, 2014, by tendering written notice to the other parties on or after September 1, 2013. 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 25.6.3)

TO:

FROM:

SUBJECT: Employment Status Waiver - Involuntary Leave of Absence

This is to notify you that the Superintendent of the Concord-Carlisle Regional School District intends to act upon 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 Resources Office 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 Superintendent will then undertake dismissal procedures pursuant to G.L.C. 71,S.42.

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-Carlisle Regional School District of any obligation it may have to comply with said statutes with respect to this lay-off to be effective September 1, 20_____. I understand that by accepting this involuntary unpaid leave of absence, I will retain all professional teacher status rights, seniority and other contractual benefits in lieu of dismissal. If am not recalled during this leave of absence, I understand that the Superintendent will act on my dismissal pursuant to C.72 S.42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to C.71S S.42 and S.43A with respect to the Superintendent's action at that time.

Signature: _____

Date: _____

HIGH SCHOOL EVALUATORS

<u>Evaluate</u>	<u>Evaluators</u>
Regular Classroom Teachers	Dept. Chairpersons and/or V. Prin. and/or Prin.
Art	V. Prin. and/or Prin.
Music	V. Prin. and/or Prin.
Librarian	Coordinator and/or V. Prin. and/or Prin.
Physical Ed.	Dept. Chair and/or V. Prin. and/or Prin.
Guidance Counselor Special Ed.	Dept. Chair and Dir. and/or V. Prin. and/or Prin. Dept. Chair and Dir. and/or V. Prin. and/or Prin.
Social Workers Athletic Coordinator	Dept. Chair and Dir. and/or V. Prin. and/or Prin. V. Prin. and/or Prin.
METCO Coordinator	V. Prin. and/or Prin. and Asst. Supt.
Dept. Chairpersons w/Directors/Coord.	Directors and/or V. Prin. and/or Prin.
Dept. Chairpersons w/o Directors/Coord.	V. Prin. and/or Prin.

*The final written evaluation will reflect the combined perceptions of the evaluators. Data that pertains to various aspects of the evaluatee's performance will be based on firsthand knowledge. Final responsibility for the evaluation rests with the principal.

SIDE LETTERS OF AGREEMENT

between

**THE CONCORD-CARLISLE REGIONAL DISTRICT SCHOOL
COMMITTEE**

and

THE CONCORD-CARLISLE TEACHERS' ASSOCIATION

COACHING STIPENDS

The parties agree that the provision of a single, 3% increase in the coaching stipends set forth in Section 6.7 of their 2007 – 2010 collective bargaining agreement reflects in part the comprehensive process of revising the coaching stipends and the methodology for determining them, and it is agreed that the provision of a single 3% increase shall be without precedent to any future proceedings, negotiations or agreement.

EVALUATION PROCEDURES FOR TEACHERS – SUBCOMMITTEE

The parties agree to create a subcommittee of up to five members appointed by the Association and up to five members appointed by the School Committee to review and recommend changes to the current “Evaluation Procedures for Teachers.” Recommendations shall be submitted to the bargaining committees for the School Committee and the CCTA and, if agreed to by those parties, shall be incorporated into the Evaluation Procedures for Teachers. This shall not constitute a reopening of the agreement.

RECONFIGURATION OF SALARY SCALES

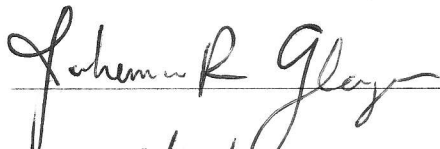
The parties agree that in implementing in the 2007 – 2008 school year the re-numbered step schedule set forth in Section 3.3, by way of example, a teacher on step 3 prior to the 2007 – 2008 school year shall advance to step 4 (unless the step increment was withheld in conformance with an applicable provision of the collective bargaining agreement) which shall then be renumbered as step 3.

SIGNATURE PAGE

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

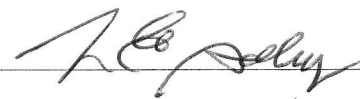
IN WITNESS WHEREOF the parties have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first below written.

For the Concord-Carlisle Teachers' Association:



Date: 8/24/10

For the Concord-Carlisle School Committee:



Date: 8/30/10

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 PDPs 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 PDPs if the program meets the DOE requirements.

APPENDIX B

Grievance Form
Concord Carlisle Teachers' Association
and the
Concord Carlisle Regional School District

Level (Circle One): One / Two / Three

Grievant's Name _____

Supervisor at Level 1: _____

Statement of the Grievance:

Contract Article(s) Violated:

Remedy sought at this Level:

Signature of Grievant

Date

APPENDIX C

Stipend Calculations for Base Year

Sample communities used for calculations:

Acton Boxborough
Bedford
Concord-Carlisle Regional School
Lexington
Lincoln-Sudbury
Needham
Newton South
Wayland
Wellesley
Westford
Weston

Sample sports used to establish stipend:

Baseball
Basketball
Field Hockey
Hockey
Lacrosse
Soccer

Varsity Coach Calculations

- Gather available maximum salary information in each community for each sport in the base year
- Calculate the average maximum salary by community
- Rank communities highest to lowest for the average of sports
- Using the top 30% placed Concord between 3rd and 4th ranked communities. Therefore, calculations were based on data for the 3rd and 4th ranked communities. In the case of current data, Newton (3rd) average is \$6,386; Acton Boxborough (4th) average is \$5,983. The average of these two communities is \$6,184 for approximate varsity coach position. Recommendation was made to round up to \$6,200.
- Exceptions:
 - Some coaches are already making more than the recommended amount. These coaches will remain at their current compensation level and will not be eligible for a salary increase until their current pay falls below the calculated varsity coach stipend.
 - Varsity golf and cheerleading will be paid at the same level as the JV coach positions.

Junior Varsity and Assistant Coach Calculations

- Gather available maximum salary information in each community for each JV sport in base year. May be done for one sport only.
- Measure the ratio of varsity to JV compensation and develop an average ratio for all communities.
- Apply the ratio to varsity coach stipend to calculate the JV stipend
- Calculation yields a percentage of 67.8%; this results in a stipend of \$4,192 or \$4,200 with rounding.
- Exceptions:
 - Some coaches are already making more than the recommended amount. These coaches will remain at their current compensation level and will not be eligible for a salary increase until their current pay falls below the calculated varsity coach stipend.
 - Varsity golf and cheerleading will be paid at the same level as the JV coach positions.