

**AGREEMENT**

**BETWEEN**

**WESTFORD SCHOOL COMMITTEE**

**AND**

**WESTFORD EDUCATION ASSOCIATION**

**UNIT A**

**SEPTEMBER 1, 2008 - AUGUST 31, 2011**

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## PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the teaching staff of Westford is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the laws of Massachusetts, the School Committee, hereafter called the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational policies of the public schools of Westford. Teachers are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all teachers on the school website.
- b. The Superintendent of Schools of Westford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- c. The teaching staff of the public schools of Westford has responsibility for providing in the classrooms of the schools education of the highest possible quality. This responsibility may include voluntary participation by individual teachers in committees, task forces and other study groups. It is understood, however, that such participation shall not be deemed to constitute representation of the bargaining interests of the Westford Education Association, hereafter called the Association.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment of the teaching staff. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE I SCOPE**

The Committee recognizes the Association as the sole and exclusive collective bargaining representative with respect to wages, hours, and other conditions of employment for all professional employees (as such employees are defined in Section 1 of Chapter 150E of the Massachusetts General Laws) of the Committee, excepting directors, curriculum coordinators, principals, assistant principals, deans, assistant superintendents, superintendents, secretaries, custodians, team chairs, technicians, tutors, professional aides, nurses and those employed on an interim basis.

Commencing in the 2008-2009 contract, ELL teachers will be Unit A members.

The Committee will not employ an interim employee in any position covered by the Agreement unless the Committee has a reasonable expectation that a person on leave from a position covered by this Agreement will return to that position, or to fill a position for the remainder of a partial school year.

## **ARTICLE II RIGHTS OF COMMITTEE**

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford the Committee is charged with final responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

### **ARTICLE III RIGHTS OF TEACHERS WITHOUT PROFESSIONAL STATUS**

In the event of:

- a. Dismissal of a teacher without professional status with more than 90 days' service,
- b. Failure to renew a contract of a teacher without professional status, or
- c. Dismissal from, or the failure to renew the appointment of, a teacher to an extra duty enumerated in the salary schedule, the teacher involved shall have the right to a discussion of the matter with the Superintendent and a right to counsel at that discussion if the teacher so desires, in instances when that teacher has not received an indicated receipt of a prior unsatisfactory evaluation. However, it is recognized that the decision of the superintendent after any such discussion is final and shall not be challenged through the arbitration provisions of the Agreement.

### **ARTICLE IV GRIEVANCES**

Section 1. For the purposes of this Agreement, a grievance shall be defined as: Any complaint by an employee in the unit covered by this Agreement that (1) he/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or (2) he/she has been subjected to an arbitrary or capricious act contrary to established practice.

An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Time Limits. All time limits herein, except in Section 6, shall consist of school days from September 1 through May 31. From June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time

arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 4. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association or MTA-NEA officials. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1.

Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

Section 6. If, at the end of the thirty (30) calendar days next following the occurrences of any grievance, (or when the teacher should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

Section 7. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Step 1: The Teacher shall present the grievance during his/her non-teaching hours to his/her school principal who shall give his/her answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to the WEA Professional Rights and Responsibilities Committee by the Teacher involved within three (3) days after receipt of the Principal's answer. If the Professional Rights and Responsibilities Committee concurs in the answer of the Principal, the matter shall be

considered settled at this step as far as the Association is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the Association's satisfaction and/or if the Teacher shall so desire, it may

Step 3: Be reduced to writing by the Teacher within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee and the Teacher, and, if the Teacher so elects, the President of the Association, or his/her designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the Teacher to the School Committee. The School Committee, and/or its designated representatives and the Teacher, and, if the Teacher so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person, or persons, are to represent the Teacher at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Step 5: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VI (Arbitration).

Section 8. A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9. A complaint by an employee covered by this Agreement that he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

## **ARTICLE V ARBITRATION**

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedures:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The



Association and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.

Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case.

The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 3. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, from the date of submission to him/her of the final statement and briefs. The arbitrator's award shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and the Association, and, subject to law, shall be final and binding upon the Committee, and the Association and the aggrieved teacher.

Section 4. The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## **ARTICLE VI SICK LEAVE**

Sick leave for teachers with professional status shall accrue at the rate of 15 days per contract year up to an accumulated total of 150 days. Teachers who have accumulated the maximum number of sick days at the start of any school year, shall have the 15 days held in escrow for their use during the year with the understanding that these sick days will be used before the accumulated sick days and that these sick days can not be accumulated beyond 150 prior to the start of the next school year. Sick leave for teachers without professional status shall accrue at the rate of 10 days per year during the first three years of employment without accumulation from year to year with one exception. Upon receipt of professional status all unused sick days accumulated during the three non professional status years will become available to the employee. Should a non professional status teacher exhaust their allotment of sick days in one of the first three years, upon notification to the Superintendent of Schools, the teacher may apply prorated sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days eligible for use may not exceed the total number of sick days the employee had when the illness or disability began. If this option is exercised by the employee any remaining unused sick days accumulated during the three non professional status years will not become available upon attainment of professional status. Up to 5 days of sick leave per year may be used for family related emergencies involving the teacher's mother, father, husband, wife, children and any person when the care of such persons is the primary responsibility of the teacher. Each new parent may apply unused sick leave of up to five (5) consecutive days following the birth or adoption of a child; such time to run concurrently with sick leave available for child birth through other provisions of this contract.

Teachers who transfer into Unit A from other positions will be allowed to maintain any sick leave accumulated prior to the transfer and will accrue additional sick leave as set forth above. Teachers without professional status will be permitted to use only the amount of sick leave accrued during their employment in that position. Their prior accumulated sick leave will become available for their use if they obtain professional status.

## **ARTICLE VII PERSONAL, FUNERAL & RELIGIOUS LEAVE**

Section 1. It is recognized by all that absences by professional employees interrupt the educational process and must therefore be held to a minimum.

Section 2. In each school year, professional employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations, which cannot effectively be conducted outside of school hours. A third day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion. Another day may be granted for religious purposes at the discretion of the Superintendent upon receipt of a written request at least five days in advance. A teacher will not be required to specify reasons for a personal day, except as set forth below. No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent.

The Committee fosters a climate of respect and acceptance for all its employees, strives to create an enriched and secure environment and wishes for its staff to recognize this diversity through education, information and celebration.

Section 3. In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, step parent or any individual who resides with the employee) a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay, and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay, and with no accumulation.

Section 4. The Committee will release up to three officers of the Association for one professional day, without loss of pay, to allow the officers to attend the annual meeting of the Massachusetts Teachers Association.

## **ARTICLE VIII SABBATICAL LEAVE**

Section 1. The Committee, upon the recommendation of the Superintendent of Schools, may grant a leave of absence for study or research to any teacher or supervisor having served seven or more years, which would increase his professional ability, such leave to be for a period not exceeding one year at 1/2 pay, or 1/2 year at full pay, provided that prior to the granting of such leave, said teacher or supervisor shall enter into a written agreement with the Committee that upon termination of such leave he/she will return to serve in the public schools of Westford for a period of at least two years and that in default of completing such service, he/she will refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered. It is recognized that the Committee has the right to determine the number of such leaves, if any, that shall be granted.

Section 2. Applications and selections: Applications must be filed with the Superintendent no later than November 1 of the school year proceeding the school year for which the leave is requested. In the event a number of applications are received, the following factors will be taken into account in assigning leave:

- a. Educational value of the proposed projects to the school system.
- b. Length of service in the Westford Public School System.
- c. Representation of areas of teaching in the system (i.e., High, Middle School, Elementary, Special)
- d. Priority of application (date)
- e. The availability of a qualified replacement for the person requesting leave.

Section 3. During the course of the sabbatical leave, the Superintendent shall receive written reports at the end of each semester from those who are matriculating in a full time program, and bimonthly reports from others.

Section 4. A person returning from a leave under this Article, unless there has been a reduction in force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she had accrued at the commencement of the leave.

Section 5. No more than 2% of the staff may be on sabbatical leave at any one time.

Section 6. It is understood that the recipient of a sabbatical leave does not engage in employment for pay while on sabbatical unless written permission is received from the Superintendent.

Section 7. Sabbatical leaves are granted subject to the terms set forth in the Sabbatical Leave Agreement currently in effect.

## **ARTICLE IX GENERAL**

Section 1. Hours - while it is recognized that the final decision in hours of duty for bargaining unit members rests with the Committee, it is agreed that there will be no permanent change of these hours until there has been consultation with the Association on the matter. The Committee and the Association recognize the benefits of teachers arriving at school in time to adequately prepare for and welcome students each day and making themselves regularly available to parents and students either before or after school in performance of their professional duties. The Association and Committee recognize the benefits of scheduling classes to begin no later than 9:00 a.m.

Section 2. The teachers' work year shall consist of 185 days; 181 classroom days and four (4) days for other professional duties. Guidance counselors at the high school work an additional four (4) days and guidance counselors at the middle school work an additional three (3) days. The days beyond 181 in this paragraph will not be scheduled during vacations or on holidays.

Section 3. Teachers required to travel between schools within the same day shall be allotted a reasonable block of time for transitioning, provisioning and traveling between schools. Any concerns regarding the application of "reasonable" time to a specific situation will be resolved by the Superintendent of Schools.

The Committee may schedule an additional day of work for teachers. Attendance on an additional day will be voluntary. Any teacher who works on any additional day(s) will be paid per diem at the rate of his/her regular salary divided by the regular school year (i.e. 1/185th of the school year) unless the teacher agrees to work at a lower rate of compensation (e.g., grants, workshops, etc.). Teachers will be notified of any day or days scheduled as the additional day, at least 30 calendar days in advance.

Teachers are expected to attend one, hour-long faculty meeting, and one, hour-long curriculum meeting per month if scheduled by building principal or curriculum administrator.

The Committee recognizes the benefits of scheduling the workdays to end before June 30, and the benefit of adhering to scheduled vacations. If the Committee determines that a different schedule is necessary, it will notify the Association and consult if requested.

Section 4. Teachers will receive a 25 minute, duty-free lunch period. Teachers in the elementary schools will also receive a 15 minute, duty-free recess period. Currently elementary teachers receive 190 minutes of planning time per week. Commencing in the 2009-10 school year elementary teachers will receive an additional 15 minutes to the 190 minutes of planning time per week equaling 205 minutes. In the 2010-11 school year, elementary teachers will receive an additional 15 minutes to the 205 minutes of planning time per week equaling 220 minutes. Upon expiration of this contract the elementary minutes will return to 190 minutes and will be subject to renegotiation. An attempt will be made to provide teachers with continuous planning time on a daily basis within programmatic constraints.

Section 5. In order to continue the Committee's and the Administration's commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or immediately in the event of an emergency. The goal of the Safety Committee will be to review workplace health and safety issues.

The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

Section 6. The parties to this Agreement hereby express their joint intention, through the provisions of this Section, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and professional well-being of the employees, all with the goal of providing the Town of Westford with the best and most effective schools possible.

In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Association shall designate two (2) representatives, in addition to the President, to meet with the Superintendent on a monthly basis at mutually convenient times to consult as provided herein. The Superintendent, at his/her discretion, may request two (2) management representatives to sit with him/her.

The Association and the Superintendent agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, each will submit a written agenda of subjects about which they wish to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

Section 7. It is recognized that the evaluation of students' academic performance is primarily the responsibility of teachers. A teacher who believes that there has been unwarranted interference with that responsibility may grieve the matter to the level of the Superintendent, but no higher.

Section 8. Teachers will teach the Westford Public School curriculum as presented to the Committee and use the core materials provided by the Westford Public Schools as approved by the Superintendent.

Section 9. The Committee will make every effort to schedule teacher training during professional days, during the school day or during summer workshops.

Section 10. All employees covered by the Unit A contract will abide by the Committee's Policy P4120, Criminal Offender Record Information (CORI). The results of a CORI check shall not diminish or alter the due process or other rights of any employee under the contract or state law.

Section 11. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance herewith, shall certify to the Treasurer of Westford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the Contract.

Section 12. All professional status employees who are covered by the Unit A Contract shall be required, as a condition of their employment, to pay an agency service fee, unless they become members of the Association, within thirty (30) days of the beginning of the school year.

Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration, and other permissible charges. No money collected from the Agency Fee shall be applied to political lobbying by the Westford Education Association, Massachusetts Teachers Association, or National Education Association.

The collection of the fee shall be the sole responsibility of the Association. The Committee shall not be responsible for the implementation, collection, or enforcement of the fee with the exception that the superintendent's office will supply, on request by the Association, a confirmation of employment status for individuals

Personnel on one year appointments shall not be required to pay the Agency Fee.

Employees who are less than full-time shall pay a prorated Agency Fee based on their employment status.

The sole remedy available to the Association to enforce payment of the Agency Fee shall be to proceed to court for collection of the fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the Agency Fee.

Personnel on salaried leave shall be required to pay an annual agency fee proportional to the salary they are receiving. Personnel on unsalaried leave shall not be required to pay an Agency Fee.

The Agency Fee language of this contract will pertain to all professional status Unit A employees effective on September 1, 2008 to 2011.

## **ARTICLE X PROFESSIONAL DEVELOPMENT**

**Goal Statement:** The goal of Professional Development is to provide learning opportunities that will enhance the teaching competencies throughout the school system. Professional development will support the vision and core values of the Westford Public Schools and will seek to inspire staff to be continuous learners. Educational best practices, research, and assessment data will be considered in the development of diverse learning opportunities. The ultimate goal of professional development is to improve the effectiveness of teachers which will lead to increased student achievement.



Section 1 In-house Professional Development

Teachers and school personnel who are covered by this contract are required to attend all professional development days offered by the Westford Public Schools. Such days will not be scheduled during vacations or on holidays. A minimum of one-half of one professional development day will be allocated to site-based professional development activities. The schedule for the two full-day professional development days (no student attendance) will mirror the middle and high school's six and one-half hour workday with adequate time for lunch. Ample notice and a daily schedule will be given to staff in advance of all professional development days.

Section 2 Tuition Reimbursement

In support of the professional development goal, we recognize a value in allowing teachers to select courses not only from their teaching field, but to integrate and expand into new genre that will enhance the lives of the students in Westford.

It is recognized that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social changes, and other topics related to the quality of services in the classroom. There are many methods by which a teacher may improve his/her professional background. Courses taken at colleges and universities, travel and individual study are all sources of professional development. Continued professional improvement is an integral part of being a professional teacher.

- a. Any teacher will be eligible for tuition reimbursement for tuition fees and laboratory expenses incurred up to the following amount for a single year, provided proper notice and documentation is furnished for any year in which the applicant is actively enrolled in a graduate degree program for an initial Masters which has received prior approval from the Superintendent.

2009	\$750
2010	\$800
2011	\$875

- b. Teachers who are not eligible for reimbursement under subparagraph (a) will be eligible for reimbursement for tuition fees and laboratory expenses incurred a single year. Reimbursement will be received for graduate courses

recognized by university credit and undergraduate courses if the course(s) is approved by the Superintendent or if the Superintendent specifically requested the teacher take the course, provided proper notice and documentation is furnished.

2009	\$500
2010	\$550
2011	\$625

- c. A teacher who is granted a sabbatical leave for one-half of the year shall be eligible for reimbursement if they are eligible that year under section 2a or 2b.

Section 3 Course Approval Process

In order to ensure that the opportunity to take classes and advance professionally is offered to all teachers the process to sign up for course reimbursement is outlined below.

- a. Prior to taking a class, the teacher must complete a course approval form and receive approval from the Principal and the Superintendent or his/her designee at least two weeks prior to the start date of the class to be reimbursed. If the teacher intends on taking a non-content course, a rationale for taking the course and how it will enhance the educational experience of the students should be included on the course approval form.
- b. To qualify for reimbursement, the applicant must present receipted tuition bill, an official transcript, and cancelled check or proof of payment.
- c. Teachers, who have achieved the masters + 30 column who are seeking professional development points (PDP's) or other teaching certificate qualifications under the guidelines set forth by the Massachusetts Department of Education will be able to audit college or university courses provided the college or university has a policy about regular attendance. They will be eligible for reimbursement up to \$250.
- d. Teachers, with approval of the Superintendent or his/her designee, may be able to attend one workshop or one conference a year and receive up to \$100.00 reimbursement in lieu of courses taken for credit or audit that are reimbursed.

- e. In order to achieve the Department of Education’s non-content licensure requirements, during each five-year recertification or relicensure cycle, teachers will be permitted to take and receive reimbursement for two electives from an accredited institution.
- f. Should a difference of opinion arise regarding course approval a meeting will be held within five days of the course denial between the teacher, Principal and Superintendent or his/her designee to resolve the issue.  
Should an impasse be met the Superintendent will make the final decision.  
The course approval form can be found on the school website.

## **ARTICLE XI POLICY STATEMENTS**

The following are policy statements of the Committee which both the Committee and the Association have agreed upon. These statements are meant to clarify certain areas where problems may arise.

Section 1. Teacher Files - A copy of any material that is put in a teacher’s central office personnel file must first be sent to that teacher to make him/her aware of the situation. The teacher will have a right to submit a written, dated response or comment to such material within 30 days after he/she receives the copy, and such response shall be included in his/her file.

Section 2. Access to File - Teachers have the right to review the contents of their central office personnel file during the normal business day. Excluded from this review would be any “confidential documents” received prior to the date of hire.

Section 3. Job Openings All job openings within the system will be announced to all Westford teachers at the same time as outside the system. The Committee may fulfill its duty under this paragraph by posting job openings on the district’s web site. All teachers will be notified when the posting occurs.

Section 4. Travel Expenses - Teachers shall be reimbursed for reasonable travel expenses if such travel is authorized. When a teacher uses his/her own vehicle for such travel, reimbursement shall be at the rate currently in effect for IRS purposes rounded down to the nearest full cent; provided, however, that when that rate is changed by the

IRS, the Committee shall have up to 60 days to implement that change and the change will become effective as of the date of implementation.

Section 5. Acting Curriculum Coordinator's Pay - When the Curriculum Coordinator has been absent for at least 10 consecutive school days, the teacher who may be offered and who accepts the duties and responsibilities of Acting Curriculum Coordinator will be paid the differential paid to the Curriculum Coordinator for the period this appointment remains in effect.

Section 6. Interim Teachers - While it is recognized that interim teachers are not covered by this Agreement, any certified teacher who is employed as an interim teacher for more than 90 school days in a school year and is hired as a regular teacher for the following school year shall have that service credited toward advancement on the salary schedule.

Section 7. Sick Leave/Step Placement Information - Employees may obtain information on their accumulated sick leave and step placement by contacting the central office during its usual business hours.

Section 8. Part-time Teachers - Teachers who are hired to teach and/or perform other services on less than a full-time schedule will be classified as part-time teachers. The compensation of part-time teachers will be based on the proportion of their regularly scheduled workload compared to full-time teachers. The President of the Association will be notified of the salaries of part-time teachers in writing on or before the first day of the school year, or within two weeks after the teacher's start of employment. A part-time teacher who teaches at least 50 percent of a full-time schedule will receive full step credit for purposes of salary payment.

- a. At the high school and middle school levels, the salary of part-time teachers who work every school day on a part-time basis will be calculated in increments of one fifth of a full-time teacher's salary with the expectation that teachers employed more than one-half time shall also be assigned a daily duty period. At the elementary level, a part time teacher's salary will be calculated in increments of one tenth of a full time teacher's salary. The numerator of the teacher's part-time salary will be established by the Principal, subject to review by the Superintendent. In the event such a teacher is requested to work a full workday, he or she will receive

additional pay up to the daily rate of his/her equivalent full-time teacher's salary.

- b. The salary of a part-time teacher who works a reduced work week will be based on the proportion of their regularly scheduled work week compared to full-time teachers (e.g. a teacher who is regularly scheduled to work three days a week will receive 60% of a full-time teacher's salary, a teacher who is regularly scheduled to work two and one-half days per week will receive 50% of a full-time teacher's salary, etc.)
- c. Part-time teachers who work a reduced work week/ workday will be asked to attend (half) of the required meetings. Part-time teachers will receive benefits on a pro rata basis as follows:
  1. Standard tuition reimbursement for teachers working fifty percent or more of a full time schedule and pro rata tuition reimbursement for teachers working less than fifty percent of a full time schedule.
  2. Sick leave benefits based on their regular schedule, as follows:
    - a. Teachers who work every school day on a part-time basis will receive the same number of sick leave days as full-time teachers. The teacher will be compensated at his or her regular daily rate of pay for each sick day taken. In the event such a teacher becomes full time, any unused sick leave will be converted to an equivalent number of full time days for purposes of carry over.
    - b. Teachers who work a reduced work week will be credited with sick days reduced by a pro rata amount to reflect that teacher's portion of a full work schedule (e.g. a teacher who works three full days per week will receive three-fifths of the number of sick days accrued by a full-time teacher, a teacher who works 2 and 1/2 days per week will receive one-half the number of sick days accrued by a full-time teacher, etc.). The teacher will be compensated at his or her regular daily rate of pay for each regularly

scheduled workday missed due to sickness. In the event such a teacher converts to full-time status any unused sick leave will be converted on a day-for-day basis.

3. Personal and Religious Leave based on their regular schedule.
  - a. Teachers who work every school day on a part-time basis may obtain the same number of personal and religious leave days as full-time teachers, to be taken under the same conditions as full-time employees. The teacher will be compensated at his or her daily rate of pay for each personal and religious day taken.
  - b. Teachers who work a reduced workweek will be able to obtain personal days, to be taken on the same conditions as other employees, on the following schedule:

2 1/2 3 days per week	1 day
More than 3 days per week	2 days

Part-time teachers will be entitled to up to five consecutive school days without loss of pay, and without accumulation, for bereavement leave in the event of the death of the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, or any individual who resides with the employee. In the event of the death of a part-time employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for purposes of attending such service without the loss of the regular day's pay, and with no accumulation.

## **ARTICLE XII COMPENSATION**

### **Section 1. Salary Schedule Policy**

- a. Any Teacher, upon the recommendation of the Principal and Superintendent may be retained on step.
- b. Promotion from the Bachelors column to the Masters column and from the Masters column to the Masters plus 30 column and step increment will be authorized twice annually, October 1 and February 1. Evidence of

completion of an approved program or courses must be on file with the Superintendent prior to the stipulated dates.

- c. Only graduate courses (including online courses) in graduate degree programs at accredited colleges and universities which receive prior approval of the Superintendent or his/her designee before the first day of class will be considered for Bachelors to Masters column transfer. Requests will be submitted and decisions made in a timely manner. Distance learning courses that meet Department of Education Guidelines will be the standard by which course approval will be determined. Correspondence courses will not be considered for reimbursement or movement on the salary scale. Graduate courses at accredited colleges and universities which receive prior approval of the Superintendent or his/her designee and “University of Westford” courses, may be used for transfer from the Masters to Masters plus 30 column. “University of Westford” courses will be offered at no cost to participants. Teachers on the Masters plus 30 column can accumulate up to thirty (30) “University of Westford” credits and apply them to one of the following: (i) a one time lump sum payment of \$4,000; (ii) a tax deferred annuity of \$4,000; (iii) a nontax deferred annuity of \$4,000; (iv) a payment of \$800 per year over five (5) years. Participation in “University of Westford” courses is voluntary. Correspondence and television graduate courses that are not directly related to the person’s current academic assignment may be denied approval by the Superintendent.
- d. Any teacher who is on maximum step may, upon recommendation of the Principal/Director, be denied a salary increase by the Superintendent if the teacher has received written notice by January 15 from the Principal/Director or his/her designee of the intention to recommend denial of the increase. This notice shall list the reason(s) for the possible recommendation and contain recommendations for correcting the problem(s) listed. If the Principal/Director or his/her designee believes the problem(s) were not corrected by May 15, the recommendation may be made to the Superintendent who will decide on or before June 30 whether to deny any increase scheduled for the next school year.

- e. The Superintendent may place a newly hired teacher on any step of the salary schedule; provided, however, that no salary placement credit will be granted for more than six years of non-teaching related work experience. This paragraph will not be construed as requiring such non-teaching related work credit toward schedule placement in any case.

Section 2. Salary Schedules See Attachment “B” – Pages 38-40

Section 3. Differentials See Attachment “C” – Pages 45-53

Section 4. Compensation and Unused Sick Leave

In recognition of dedicated service to the children of Westford, any teacher covered by this Agreement who has taught for 20 years in the Westford School System (or 30 years total teaching, the last 15 of which has been consecutive in the Westford School System) shall receive thirty-five dollars (\$35.00) for each accumulated sick day remaining unused on the date of retirement up to a total of 150 days. Teachers who give a binding notice of their intention to retire prior to the start of the school year after which they intend to retire will receive compensation under this section on July 15th following their retirement or on the following January 15th at the teacher’s option (e.g., a teacher who retires on June 15, 2009 will receive compensation on July 15, 2009 or January 15, 2010 if a binding notice was given prior to the start of the 2009-2010 school year). Teachers who retire after giving a nonbinding notice of retirement and/or without giving notice prior to the school year in which they intend to retire will receive compensation under this section on July 15th of the calendar year following the effective date of retirement or on the following January 15th at the teacher’s option (e.g., a teacher who retires on June 15, 2010 will receive compensation on July 15, 2010 or January 15, 2011).

A binding notice of retirement may not be revoked except in the case of an unexpected, emergency situation which causes a substantial change in the retiring teacher’s financial circumstances. The decision on revocability of a binding notice will be at the discretion of the Superintendent.

Section 5. The annual salary of teaching personnel shall be paid based on twenty-six equal payments. The first twenty-two payments shall be paid on a bi-weekly basis beginning in September. Four bi-weekly payments shall be paid in one lump sum, in June.



### **ARTICLE XIII TEACHER EVALUATION**

Teacher evaluations will be conducted in accordance with the Westford Public Schools Professional Standards and Teacher Evaluation Process Manual, as from time to time, modified or supplemented at the agreement of the parties.

### **ARTICLE XIV CHAPTER 766**

Section 1. The Committee and the Association recognize the important responsibility of the teacher to all children under his or her care, and agree that teachers shall make every reasonable effort to cooperate in the difficult and crucial task of evaluating children with special needs, that teachers are an integral part in the evaluation of special needs, and that participation by teachers on team evaluation teams is essential.

Section 2. The principal shall have overall responsibility for all team evaluations in his/her building. The chair may be delegated by the principal, and he/she may also delegate to special services personnel the writing of the general and specific objectives.

Section 3. Efforts will be made to schedule team evaluations during the regular workday.

Section 4. When a team evaluation is scheduled during the school day, a substitute teacher will normally be provided to relieve the classroom teacher for the time spent in the core evaluation. In those cases where the teacher is given work related to the team evaluation, the teacher will, if necessary, be permitted to spend the remainder of the substitute's 1/2 day assignment to perform such work.

### **ARTICLE XV REDUCTION IN FORCE (RIF)**

Section 1. Seniority for purposes of this Article is the length of continuous employment as a professional employee in the Westford Public Schools measured from the first day for which compensation was received as a professional employee, including time spent on paid and unpaid leaves of absence authorized by this Agreement or by the Committee. An employee will lose his/her seniority for the following reasons:

- a. Termination of professional employment in the Westford Public Schools.

- b. Discharge or layoff and without recall under Section 5.
- c. An unauthorized leave of absence in excess of 10 continuous school days.

Time lost as a result of suspension will not constitute a break in seniority, but will be subtracted from it.

Section 2. Qualified means possessing a valid Massachusetts teaching license at either the preliminary, initial or professional levels AND meeting the highly qualified requirements of the No Child Left Behind legislation in core academic subjects (English, reading or language arts, mathematics, science, foreign language, civics and government, economics, arts, history and geography), and having such certification on file with the Superintendent as of September 30 of the school year in which the reduction in force is announced.

Section 3. The classifications referred to in this Article are those defined and recognized by the Department of Education or currently held by Unit A members.

Pursuant to all state and federal laws a professional status teacher subject to reduction in force who is certified but not highly qualified to teach in a specific subject area may, subject to other provisions in this Article, be assigned to teach in that subject area and given one school year to become highly qualified in order to remain in the position.

Section 4. In the event a reduction in the number of professional personnel covered by this Agreement is deemed advisable by the Committee, a qualified person in a core academic subject with professional status shall have the right to bump the following persons occupying positions covered by this Agreement.

- a. A person without professional status whose position the person with professional status is qualified to fill.
- b. A person with professional status in a classification which said teacher is certified to teach but is not currently assigned who has less than 60 percent of the seniority of the former teacher. Said teacher will have one year to become highly qualified, if not already, in order to remain in the position.

Section 5. If, subsequent to a layoff, vacancies occur, qualified professional personnel who have been laid off within the prior two (2) years under the foregoing provisions shall have recall rights on the basis of seniority at the time of layoff to those vacancies: (a) in the classification to which they were assigned at the time of layoff; (b) where previously and regularly assigned in Westford for a substantial part of a school

year; or (c) which they were qualified for at the time of the layoff. In the case of a vacancy in a position referred to in (c), the person's seniority shall be 60 percent of his/her seniority at the time of layoff. At the end of two (2) years, an employee loses all recall rights.

If a person is laid off between September 1 and May 1, the recall period shall begin on the last day worked. If a person is laid off on or after May 1, the recall period shall begin on September 1. A vacancy shall be deemed to be filled on the date the Superintendent fills the position.

Section 6. A person who has recall rights under Section 5 shall be notified of such vacancy by means of a certified letter, return receipt requested, sent to his/her last address of record. The person shall have seven (7) days from the receipt of notice of recall to notify the Superintendent of his/her desire to return. If notification of acceptance of the vacant position is not received within this seven (7) day period, that person shall forfeit all rights and benefits provided for in this Article.

A person who exercises his/her recall rights and resumes employment in the Westford Public Schools shall be credited with all benefits and privileges that he/she was entitled to as of the date of the layoff.

Section 7. To the extent permitted by G.L., c.32B and the Town Bylaws, laid off employees may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Treasurer for premium cost. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

Section 8. In cases where two (2) or more employees have the same seniority, the Superintendent shall have the discretion to determine the order of layoff and recall of those employees, and his/her judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 9. Professional employees not covered by this Agreement who are laid off from their non-bargaining unit position shall be treated, for purposes of this Article, as if they were persons covered by this Agreement. For purposes of Section 4 and 5, if they previously taught in Westford, they shall be deemed to be currently employed in the classification to which they were last assigned. If they did not previously teach in Westford, that includes their primary area of certification. For purposes of this Section, a

“professional employee” is an employee other than directors, curriculum coordinators, principals, assistant principals, deans, assistant superintendents, superintendents, secretaries, custodians, team chairs, technicians, tutors, professional aides, nurses and those employed on an interim basis.

Section 10. A list specifying the seniority and the highly qualified status of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An updated list shall be supplied by the Committee annually thereafter.

Section 11. Whenever the layoff or recall of highly qualified personnel with professional status is deemed advisable by the Committee, the President of the Association shall be notified and the Standing Committee referred to in Section 12 shall meet to consider the order of layoff or recall. If a majority of the members of the Committee can agree on the order of layoff or recall, that decision shall be final and binding on all concerned. If a majority of the members of the Committee cannot agree on the order of layoff or recall, then either the Committee or the Association may, in accordance with the rules of the American Arbitration Association, request the appointment of an arbitrator to determine the proper order of layoff or recall in accordance with the terms of this Article, and such arbitration shall be governed by Article VI. The Association and the Committee may jointly agree to submit a dispute under this section to arbitration before the Massachusetts Board of Conciliation and Arbitration.

Section 12. The Standing Committee referred to in Section 11 shall consist of three (3) members appointed by the Committee and three (3) members appointed by the Association.

Section 13. If the reassignment of personnel due to a reduction in force is deemed advisable by the Superintendent, his/her judgment in this regard shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 14. Teachers with professional status who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the subsequent school year in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15 and that reductions may occur during a school year. In such cases, the teacher with professional

status shall receive notice of the intended layoff at least 30 days, exclusive of customary vacation periods, before the effective date of the layoff.

Section 15. While it is recognized that only personnel with professional status are covered by the provisions of this Article, in view of the fact that a reduction in force may affect a person without professional status during a school year or after a person without professional status has been reappointed for the following year, it is agreed that, in such cases, the person without professional status shall receive notice of the intended layoff at least 15 days, exclusive of customary vacation periods, before the effective date of the layoff.

Section 16. This Article does not apply to “personnel without professional status.”

## **ARTICLE XVI LEAVES**

Section 1. The Committee will abide by the Massachusetts Maternity Leave Act (MMLA): Upon the receipt of at least two weeks’ written notice to the Superintendent of Schools of the employees anticipated date of departure and intention to return under the Massachusetts Maternity Leave Act (MMLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least 90 calendar days shall have the option of taking either:

- a. A leave of up to and no more than eight work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MMLA.

An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the teacher’s continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the teacher would have been non-renewed or reduced in force.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2. The Committee will abide by the Family Medical Leave Act (FMLA) of 1993. An employee with at least twelve months employment with family medical issues that renders him/ her unable to perform functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/ her position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one FMLA leave allowed in a twelve (12) month period. The twelve month period will be calculated forward from the commencement date of the requested FMLA leave.

A physician's note may be requested to verify the medical condition. The use of eligible sick time during an employee's FMLA will be at the discretion of the employee. In general, a leave taken under the FMLA shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and Superintendent agree otherwise. When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leave will run concurrently. MMLA leave shall not be combined with FMLA leave for more than 12 work weeks as established in the approved school calendar.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's or employee's requirement to abide by the FMLA, nor is it intended to expand or contract the rights and benefits of the act. If additional leave is required beyond that allowed by the FMLA or MMLA, the employee with professional status will apply for such leave under Section 3 of this article (Long Term Leave).

Section 3. Long Term Leave While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence, a professional status employee may be granted a long term leave of up to one year without pay. If granted, the teacher shall notify the Superintendent in writing of the teacher's intention to return and the date of return by April 15 of the leave year.

A person with professional status returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than 91 days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored.

A person returning from a leave under this Article, unless there has been a reduction in force that would have affected the employee, will be returned to the same or a similar position to which the employee was assigned at the commencement of the leave with all benefits (including seniority) that she had accrued at the commencement of the leave.

## **ARTICLE XVII SICK LEAVE BANK**

Section 1. The Sick Leave Bank was established on September 1, 1982 for use by "eligible members" whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from his/her extended illness or disability. Every teacher will have one sick day removed upon their fourth year of service with Westford Public Schools. The removed day will automatically enroll a teacher into the WEA Sick Bank. In order to opt out of the sick bank, teachers must submit a written request by June 30th of their third year to the WPS Human Resources Department and the WEA.

Section 2. The Sick Leave Bank shall be administrated by the WPS Human Resources department and the Superintendent's office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the Committee to serve at its discretion and three (3) members designated by the Association to serve at its discretion. The Human Resources department will be responsible for reviewing all requests and verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the superintendent's decision to the Sick Bank

Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect teachers' reasonable expectations of confidentiality.

Section 3. The "eligible members" of the Sick Leave Bank shall be limited to full-time personnel covered by this bargaining agreement who have professional status and who are active participants in the bank.

Section 4. In any year when the bank has less than 3,000 accumulated days, each "eligible member" shall have his/her sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the bank to be utilized by other bank members. In those years when the bank has 3,000 or more accumulated days, only those members who have contributed less than 14 days to the bank during their employment in Westford shall have their sick leave accumulation reduced by one day and those days shall be deposited in the Bank to be utilized by other bank Members.

Section 5. Application for benefits shall be made in writing to the Human Resources Department accompanied by a physician's note as to the need for and anticipated extent of extended recovery time from the illness or disability.

Section 6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

Section 7. The initial grant of sick leave to an "eligible employee" shall not exceed twenty (20) days, unless a clear need for additional days has been demonstrated in which case the initial grant may be up to 50 days. Upon completion of the initial grant, additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

Section 8. Subject to the foregoing requirements the WEA, Human Resources and Superintendent will determine the eligibility of the use of the bank and the amount of



leave to be granted. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

Section 9. Unused days in the Sick Leave Bank shall be carried over into the bank that is established for the next academic year.

Section 10. Each time the Sick Leave Bank is exhausted during the applicable bank year all “eligible members” shall have their sick leave accumulation reduced by another day and that day shall be deposited in the bank.

Section 11. Eligible members of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician’s recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the teacher’s insurance and/or the teacher’s spouse’s insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

## **ARTICLE XVIII CAREER CHANGE LEAVE**

Section 1. Subject to the conditions set forth in this Article, a leave of absence will be granted to bargaining unit members to explore the possibility of a career change.

Section 2. To be eligible, an employee must have six or more years of seniority as defined in Article XV, at the time the written application for the leave is filed with the Committee. The application must be filed no later than the March 15 preceding the date on which the leave is to begin. Self-employment is considered to be employment for purposes of this Article only if it is bona fide. The application will state the name of the potential new employer and the capacity in which the applicant is to be employed. Such employment must be on a full-time basis for the period of the leave. The employee receiving a career leave must submit an intent to return letter to the Superintendent by April 15th of the leave year.

Section 3. All leaves will be for a period of one year commencing at the beginning of the school year, and an employee shall be eligible for only one such leave during the term of his/her service in Westford.

Section 4. No more than ten percent of the bargaining unit and no more than the following number of employees from any of the areas listed in Article XV, Section 3, shall be entitled to be on leave under this Article, Article IX, or Article XVI in any school year:

Areas with 1-15 members, 1 leave

Areas with 1-6 or more members, 2 leaves

For purposes of these numbers, the K5 area shall be computed by school rather than by area. The area of a teacher shall be his/her primary area of assignment.

Section 5. In case the number of applications, if granted, would conflict with Section 4, the leaves will be granted to the applicant(s) with the greatest seniority as defined in Article XV, unless the Superintendent decides that the granting of the leave would substantially affect educational quality in a particular area. Leaves granted under Article IX or Article XVI are governed by the language of those Articles and are not affected by this seniority requirement.

Section 6. A person returning from a leave under this Article, unless there has been a reduction in force that would have affected him/her, will be returned to the same or a similar position to which he/she was assigned at the commencement of the leave with all benefits (including seniority) that he/she had accrued at the commencement of the leave.

## **ARTICLE XIX NONRESIDENT TUITION**

The Committee agrees to permit children of teachers non resident in Westford to attend Westford Schools, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff, and provided further that, if such children require special services under c. 766, the costs of such special services shall be paid by the teacher/parent. The child of a staff member residing in Massachusetts who is seeking entry in a grade that has declared openings under the School Choice program may be admitted via the School Choice program. Acceptance in the School Choice program will be subject to a lottery if there are more applicants than declared School Choice seats. If

the child of a staff member (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford schools tuition free. A child of a staff member who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford schools tuition free. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

## **ARTICLE XX TRANSFERS**

Although the Committee and Association recognize that some involuntary transfers from one school to another are necessary, they recognize that frequent teacher transfers could be disruptive of the educational process and interfere with optimum system performance.

### Section 1. Voluntary Transfers

Teachers wishing to seek changes from their current assignment may request voluntary transfers. The procedure which will be followed in processing voluntary transfers will be:

- a. Vacancies are posted during the spring.
- b. Upon notification of a vacancy, teachers must submit a letter of interest to the Superintendent in a timely manner.
- c. The Superintendent acknowledges transfer requests.
- d. The Administrative Team will discuss vacancies and transfer requests.
- e. The Superintendent and WEA will discuss transfer requests.
- f. All internal candidates who are qualified will be interviewed.

### Section 2. Involuntary Transfers

When involuntary transfers are found to be necessary, the process will consist of:

- a. The Superintendent will meet and seek input from Administrators.
- b. The Superintendent will consider voluntary transfer requests.
- c. If a teacher is transferred involuntarily to another building, the teacher, upon request made to the Superintendent will be notified of the reason(s) for the transfer.
- d. Notice of transfer will be given to the teacher as soon as practicable.

**ARTICLE XXI DURATION**

This contract is effective on the date of execution and shall remain in full force and effect until August 31, 2011 and from year to year thereafter unless either party notifies the other party prior to December 1, 2010, or any December thereafter, of its desire to terminate or modify this contract. Such notifications shall be by Certified Mail Return Receipt Requested.

In Witness Whereof, the Committee has caused this instrument to be duly executed by its authorized designees, and the Association, acting in behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WESTFORD EDUCATION ASSOCIATION

WESTFORD SCHOOL COMMITTEE

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## **ATTACHMENT A INTERIM EMPLOYEES AND RECALL RIGHTS**

It is recognized in Article I that “interim employees” are not covered by this Agreement. The purpose of this Attachment is to further define the term “interim employees” and to set forth certain understandings between the Committee and the Association.

An “interim employee” is a person who is employed to replace an employee covered by this Agreement who is on an approved leave of absence for an extended period of time (normally a full marking period or longer). Since such interim positions are outside the scope of this Agreement, it is understood that:

1. A bargaining unit employee who is laid off pursuant to Article XV and who has recall rights under that Article does not have recall rights to positions not covered by this Agreement, including interim positions. Accordingly, the Committee has no duty under Article XVI to offer such positions to employees with recall rights, and the refusal of a person with such recall rights to accept such a position if it is offered does not prejudice his recall rights.
2. The Committee agrees that a bargaining unit employee who has recall rights under Article XV will be given notice of vacancies in interim positions, and that the most senior employee with recall rights who applied for the position will be given that position if he is “qualified” as that term is defined in Section 2 of Article XV.
3. The wages, hours, and terms and conditions of employment of interim employees are not governed by this Agreement but rather by Committee policy. Thus, for example, an employee who at the time of layoff was being paid at the M-6 level of the Agreement would be paid based on the then applicable Committee policy.
4. An employee with recall rights who accepts an interim position will not have his two-year recall period enlarged as a result of that fact.
5. A member of Unit A on a Committee approved leave of absence who is RIF'd during this leave shall not have recall rights until termination of the leave, and the two-year recall period shall commence at the termination of the leave.

**ATTACHMENT B SALARY SCHEDULE 2008-2009**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	\$39,845	\$45,936	\$50,767
2	\$41,837	\$47,567	\$52,112
3	\$43,510	\$49,198	\$53,457
4	\$44,816	\$50,829	\$54,801
5	\$45,712	\$52,462	\$56,143
6	\$46,672	\$54,091	\$59,035
7	\$48,513	\$55,724	\$60,808
8	\$50,355	\$57,355	\$62,582
9	\$52,198	\$58,987	\$64,356
10	\$55,008	\$60,620	\$66,130
11	\$56,157	\$62,251	\$69,242
12	\$58,007	\$63,994	\$71,050
13	\$59,858	\$65,662	\$72,859
14	\$65,371	\$69,548	\$74,723

**ATTACHMENT B SALARY SCHEDULE 2009-2010**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	\$40,901	\$47,154	\$52,113
2	\$42,946	\$48,828	\$53,493
3	\$44,663	\$50,502	\$54,873
4	\$46,004	\$52,176	\$56,253
5	\$46,923	\$53,852	\$57,631
6	\$47,909	\$55,525	\$60,599
7	\$49,799	\$57,201	\$62,420
8	\$51,690	\$58,875	\$64,241
9	\$53,581	\$60,550	\$66,061
10	\$56,465	\$62,226	\$67,882
11	\$57,645	\$63,901	\$71,077
12	\$59,544	\$65,690	\$72,933
13	\$61,444	\$67,402	\$74,790
14	\$67,104	\$71,391	\$76,703

**ATTACHMENT B SALARY SCHEDULE 2010-2011**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters + 30</u></b>
1	\$42,025	\$48,450	\$53,546
2	\$44,127	\$50,170	\$54,964
3	\$45,891	\$51,890	\$56,382
4	\$47,269	\$53,611	\$57,800
5	\$48,214	\$55,333	\$59,216
6	\$49,227	\$57,052	\$62,266
7	\$51,168	\$58,774	\$64,136
8	\$53,111	\$60,494	\$66,007
9	\$55,055	\$62,215	\$67,878
10	\$58,018	\$63,937	\$69,749
11	\$59,230	\$65,658	\$73,031
12	\$61,181	\$67,496	\$74,938
13	\$63,134	\$69,255	\$76,847
14	\$68,949	\$73,355	\$78,812



## **LONGEVITY**

On or before June 30 of each year , the Committee will pay the following additional salary based on years of service

<b><u>Years of Service</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
15 and <20	\$700	\$900	\$900
20 and <25	\$825	\$1,125	\$1,125
25 and <30	\$975	\$1,375	\$1,375
>30	\$1,100	\$1,600	\$1,600

Any employee retiring at the end of the school year, will receive a one time additional salary of \$250 on or before June 30<sup>th</sup>.

## **SUMMER PAY**

Teachers who are required to dismantle/setup their classroom due to involuntary moves, camps, and other activities taking place in their classroom shall be paid a per diem stipend for 2 (half days) per year upon the approval of the building principal.

## **CATEGORIES OF STIPENDS**

Stipends will be paid to staff who are involved with activities/responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement. Stipend activities are classified into the following categories.

- CoCurricular
- Coaching
- Administrative
- General

## **NEW COCURRICULAR APPROVAL PROCESS**

CoCurricular Stipends are paid to staff who provide additional instruction to students in clubs and activities beyond the school day. Staff may propose new clubs and activities. Recognizing the need to create a consistent process for the establishment of the number of activities and stipends, the Committee and Association will create a Stipend

Committee. The following process will be followed when a new club/activity is proposed.

CoCurricular Club/Activity Approval Process

A written proposal will be submitted to the building principal by October 15<sup>th</sup> of that school year. The proposal form is in Attachment D of this Agreement.

Establishment of Co-Curricular Tiers and Compensation

The stipend compensation level and the number of advisors for the co-curricular activities will be determined by the Stipend Committee and will be based on a weighted point value which considers the number of hours and number of students. Any request for a change of the tier will require a staff member to collect the data outlined in the “Proposal” form. This data will be submitted to the Stipend Committee for reconsideration. Tiers will be established via a weighted point system outlined below.

<u>Hours (Contact Time)</u>	<u>Hr. Points</u>	<u># of Students</u>	<u>Student Points</u>
1-24	1	3-15	1
25-36	2	16-30	2
Over 36	3	Over 30	3

Tier will be based on the formula below:

$$(\text{Hour points}) + (\text{Student points}) = \text{Tier points}$$

<u>Tier</u>	<u>Total point range</u>
1	23 total tier points
2	25 total tier points
3	6 total tier pints

### Stipend Committee

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the School Committee the tier, stipend and number of advisors during the life of this contract.

## **ATHLETIC STIPEND PROCESS**

Athletic Coaching stipends are paid to individuals who provide interscholastic coaching to student athletes.

### Process for Establishing a New Sport

A request for the establishment of a new sport will be submitted to the Director of Athletics. In consultation with the building principal, Director of Athletics will determine the level of team:

- Varsity
- Junior Varsity & Freshmen
- Middle School

Proposals for new sports should be submitted approximately nine (9) months in advance of the season to allow for scheduling. In consultation with the building principal, the Director of Athletics will also determine the number of staff required to meet coaching responsibilities. The number of coaches will be determined by the number of students participating and safety considerations. The Director of Athletics will select coaches from qualified applicants.

### Establishment of Coaching Groups and Compensation

Coaching positions are categorized into three groups depending upon the number of participants and the length of the season. Varsity coaching stipends are established via the collective bargaining process. Assistant, Junior varsity and freshmen coaches' stipends will be 66% of the varsity coach stipend for each respective sport. Middle School coaches' stipends will be 50% of the Varsity coach stipend.

### General Stipends

General Stipends are paid to staff that have additional activities and responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement and beyond the school day. Recognizing the need to create a consistent process for the establishment of the General Stipends, the Committee and Association will create a General Stipend Committee. The following process will be followed when a new stipend is proposed.

### Establishment of General Stipend

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding general stipends to the Unit A contract. The committee will consist of six (6) members. The Superintendent, one administrative position appointed by the superintendent, three (3) WEA representatives appointed by the WEA executive board, and 1 school committee member. The purpose of the committee is to listen to proposals for additional general stipends or when a stipend will not be funded, to give the School Committee an informed discussion and maybe brainstorm other options. The option to fund a stipend will be at the discretion of the School Committee.

Team Leaders Middle School

Team Leaders Elementary School

Teacher Mentor: First Year

Teachers Mentor Site Coordinator

Guidance Counselors

New Teacher Orientation

**ATTACHMENT C**  
**SCHEDULE FOR TEAM LEADER / DEPT. HEAD STIPENDS**

<u>Activity</u>	<u>Stipend FY09</u>	<u>Stipend FY10</u>	<u>Stipend FY 11</u>	<u>Notes</u>
Team Leader: Middle School	\$2,087	\$2,139	\$2,192	
Team Leader: Elem. School	\$2,087	\$2,139	\$2,192	
Summer School Facilitator	\$3,742	\$3,836	\$3,836	
Teacher Mentor: First Year Teacher	\$525	\$538	\$552	
Mentor Site Coordinator	\$630	\$645	\$661	
Guidance Counselors *				
New Teacher Orientation **	\$100	\$100	\$100	\$100 per day

\* Regular high school guidance counselors are required to work one hundred eighty nine (189) days and middle school guidance counselors are required to work one hundred eighty eight (188) days. Regular guidance counselors are paid at a per diem rate for days beyond 185.

\*\* All new teachers are required to attend a two (2) day orientation program prior to the start of the school year.

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association president. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the school committee the tier, level or appropriate stipend during the life of this contract.

**ATTACHMENT C**  
**SCHEDULE FOR SPORTS STIPENDS**  
**Westford Academy and Middle Schools**

<b><u>Group</u></b>	<b><u>Fall Sport</u></b>	<b><u>Position</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY09</u></b>	<b><u>Stipend FY10</u></b>	<b><u>Stipend FY 11</u></b>
1	Football	Head Coach	1	\$6,949	\$7,123	\$7,301
		Asst JV & Fresh	5	\$4,587	\$4,701	\$4,819
2	Soccer, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	2	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Soccer, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	2	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Field Hockey	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	1	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Cross Country	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Volleyball, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	1	\$3,305	\$3,388	\$3,473
3	Golf	Head Coach	1	\$4,256	\$4,362	\$4,471
3	Cheerleading	Head Coach	1	\$4,256	\$4,362	\$4,471
		Asst	1	\$2,809	\$2,879	\$2,951
2	Basketball, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	2	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Basketball, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	2	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Ice Hockey, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261

		Asst	2	\$3,305	\$3,388	\$3,473
2	Ice Hockey, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
2	Wrestling	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
2	Gymnastics	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
2	Indoor Track, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
2	Indoor Track, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
2	Swimming, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
2	Swimming, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
3	Alpine Ski	Head Coach	1	\$4,256	\$4,362	\$4,471
3	XC Ski	Head Coach	1	\$4,256	\$4,362	\$4,471
3	Cheerleading	Head Coach	1	\$4,256	\$4,362	\$4,471
		Asst	1	\$2,809	\$2,879	\$2,951
2	Baseball	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	1	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Softball	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV & Fresh	1	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Tennis, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
2	Tennis, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
2	Track, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	1	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Track, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst	2	\$3,305	\$3,388	\$3,473
		Middle School	1	\$2,504	\$2,567	\$2,631
2	Volleyball, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261
2	Lacrosse, Boys	Head Coach	1	\$5,008	\$5,133	\$5,261

		Asst JV	1	\$3,305	\$3,388	\$3,473
2	Lacrosse, Girls	Head Coach	1	\$5,008	\$5,133	\$5,261
		Asst JV	1	\$3,305	\$3,388	\$3,473



**ATTACHMENT C**  
**SCHEDULE FOR ACTIVITY STIPENDS**  
**Westford Academy**

<b><u>Group</u></b>	<b><u>Activity</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY 09</u></b>	<b><u>Stipend FY10</u></b>	<b><u>Stipend FY11</u></b>
5	Class Advisor Freshmen	2	\$1,800	\$1,845	\$1,892
5	Class Advisor Sophomore	2	\$1,800	\$1,845	\$1,892
5	Class Advisor Junior	2	\$1,914	\$1,962	\$2,011
5	Class Advisor Senior	2	\$2,251	\$2,307	\$2,364
7	Marching Band Director	1	\$5,245	\$5,376	\$5,510
4	Marching Band Assistant	1	\$2,251	\$2,307	\$2,364
7	Colorguard	1	\$2,251	\$2,307	\$2,364
7	Band Concert	1	\$2,251	\$2,307	\$2,364
7	Chorus	1	\$2,251	\$2,307	\$2,364
7	Band Jazz	1	\$2,251	\$2,307	\$2,364
7	Band Summer	1	\$1,688	\$1,730	\$1,774
7	Symphony/Orchestra	1	\$2,251	\$2,307	\$2,364
7	Theater Arts Director	1	\$2,251	\$2,307	\$2,364
4	Technical Assistant	1	\$1,193	\$1,223	\$1,253
4	Musical Assistant	1	\$1,193	\$1,223	\$1,253
4	Choreographer	1	\$1,193	\$1,223	\$1,253
6	Cirrus Instructors	4	\$2,251	\$2,307	\$2,364
4	Outing Club	1	\$1,193	\$1,223	\$1,253
2	Ski club	1	\$1,193	\$1,223	\$1,253
4	Peer Counseling	1	\$1,800	\$1,845	\$1,892
5	School Store	1	\$1,800	\$1,845	\$1,892

5	Ghostwriter Newspaper	1	\$1,800	\$1,845	\$1,892
2	Ghostwriter, Assistant	1	\$903	\$926	\$949
4	NHS	1	\$1,193	\$1,223	\$1,253
4	Spanish Club	1	\$1,193	\$1,223	\$1,253
4	French club	1	\$1,193	\$1,223	\$1,253
4	German Club	1	\$1,193	\$1,223	\$1,253
4	Latin Club	1	\$1,193	\$1,223	\$1,253
2	Math League	1	\$1,193	\$1,223	\$1,253
5	DECA	2	\$1,800	\$1,845	\$1,892
2	Literary Magazine	1	\$903	\$926	\$949
2	Computer/Film club	1	\$903	\$926	\$949
2	Model U.N.	1	\$903	\$926	\$949
2	Environment	1	\$676	\$693	\$710
3	Art Club	2	\$903	\$926	\$949
1	W.O.R.D.	1	\$374	\$383	\$393
2	Destination Imagination O/M	1	\$374	\$383	\$393
2	Photography	1	\$676	\$693	\$710
2	Mock Trial	2	\$1,193	\$1,223	\$1,253
3	ADC Director	1	\$898	\$921	\$944
4	AFS International Club	1	\$1,193	\$1,223	\$1,253
5	International Coordinator	1	\$2,251	\$2,307	\$2,364
1	Open Gym	1	\$374	\$383	\$393
2	Three on Three Basketball	1	\$676	\$693	\$710
2	Amnesty International	1	\$676	\$693	\$710
2	S.A.D.D.	2	\$676	\$693	\$710
6	Student Council	1	\$2,388	\$2,447	\$2,508
4	Debate Team	1	\$1,193	\$1,223	\$1,253
4	Dance club	1	\$1,193	\$1,223	\$1,253

6	Yearbook	1	\$2,622	\$2,688	\$2,755
2	G.S.A	1	\$676	\$693	\$710
2	Museum Club	1	\$676	\$693	\$710
2	Political Forum	1	\$676	\$693	\$710
2	Apollo Science/Technology	1	\$676	\$693	\$710
2	Chess Club	1	\$676	\$693	\$710
2	Animal Rights	1	\$676	\$693	\$710
2	Raise Your Voice	1	\$676	\$693	\$710
2	W.A.V.E.	1	\$676	\$693	\$710
2	Future Teachers of America	1	\$676	\$693	\$710
2	Book Club	1	\$374	\$383	\$393
4	Broadcast/Communications	1	\$1,193	\$1,223	\$1,253
4	Community Service	1	\$1,193	\$1,223	\$1,253
2	Best Buddies	1	\$1,193	\$1,223	\$1,253

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association president. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the school committee the tier, level or appropriate stipend during the life of this contract.

**ATTACHMENT C**  
**SCHEDULE FOR ACTIVITY STIPENDS**  
**Elementary and Middle Schools**

<b><u>Group</u></b>	<b><u>Activity</u></b>	<b><u>School</u></b>	<b><u>Recommended Number of Staff</u></b>	<b><u>Stipend FY 09</u></b>	<b><u>Stipend FY10</u></b>	<b><u>Stipend FY 11</u></b>	<b><u>Notes</u></b>
	Middle School Athletic Coordinator	MS	1	\$788	\$808	\$828	
1	Environment	MS	2	\$394	\$404	\$414	
1	Hiking Club	MS	2	\$394	\$404	\$414	
1	Peer Mediators	MS	2	\$394	\$404	\$414	
1	West St Serenaders	MS	1	\$394	\$404	\$414	
2	5th Grade Chorus	Elem	2	\$676	\$693	\$710	
2	Upper Elem Newspaper	Elem	1	\$676	\$693	\$710	
2	Ski Club Assistant	MS	2	\$676	\$693	\$710	
2	Drama Club	MS	1	\$676	\$693	\$710	
2	Book Club	MS	2	\$676	\$693	\$710	
2	Crafts	MS	2	\$676	\$693	\$710	
2	Woodworking	MS	1	\$676	\$693	\$710	
2	Yearbook	MS	2	\$676	\$693	\$710	
2	Chess Club	MS	1	\$676	\$693	\$710	
2	Multicultural Club	MS	1	\$676	\$693	\$710	
3	5th Grade Play Director	Elem	1	\$968	\$992	\$1,017	
3	5th Grade Musical Director	Elem	1	\$968	\$992	\$1,017	
3	Computer	MS	2	\$968	\$992	\$1,017	
3	Math Team	MS	3	\$968	\$992	\$1,017	
3	Ski Club Coordinator	MS	1	\$968	\$992	\$1,017	
3	Newspaper	MS	2	\$968	\$992	\$1,017	

2	Nature's Classroom	Elem	1	\$394	\$404	\$414	
4	Mock Trial	MS	2	\$1,193	\$1,223	\$1,253	
4	Student Council	MS	2	\$1,193	\$1,223	\$1,253	
4	Yearbook	MS	2	\$1,193	\$1,223	\$1,253	
7	Band Concert	MS	1	\$1,193	\$1,223	\$1,253	
7	Chorus	MS	1	\$1,193	\$1,223	\$1,253	
7	Band Jazz	MS	1	\$1,193	\$1,223	\$1,253	
7	Symphony /Chamber Orchestra	MS	1	\$1,193	\$1,223	\$1,253	
9	Intramurals*	MS		\$35/hr	\$35/hr	\$35/hr	*Per staff, not to exceed \$3,630 per year

The grouping reflects factors such as the number of participants and the number of student contact hours.

**ATTACHMENT D**

**PROPOSAL FOR NEW COCURRICULAR CLUB/ACTIVITY STIPENDS**

**PILOT YEAR** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

**PROPOSED CLUB/ACTIVITY** \_\_\_\_\_

**BRIEF DESCRIPTION** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>DATA</b>	<b>PROPOSED</b>	<b>ACTUAL</b>
Number of hours needed for preparation (each session)		
Number of students expected to participate		
Location (In or Out of school)		
Start and end dates		
Number of meetings		
Cost of supplies		

**YEAR 2 OF APPROVAL PROCESS**

Principal Input: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Building Principal Signature \_\_\_\_\_

**STIPEND COMMITTEE ACTION**

Date \_\_\_\_\_  
Number of Advisors \_\_\_\_\_  
Stipend Tier \_\_\_\_\_

*~ Submit to the building principal*