

AGREEMENT

BETWEEN THE

WARE TEACHERS ASSOCIATION

AND

WARE SCHOOL COMMITTEE

JULY 1, 2021

TO

JUNE 30, 2023

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made this 1st day of July, 2021 by the School Committee of the Town of Ware (hereinafter referred to as the Committee) and the Ware Teachers Association (hereinafter referred to as the Association).

Article I
RECOGNITION

For the purpose of collective bargaining in accordance with Chapter 150E (with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment), the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Ware Teachers Association as the exclusive bargaining agent and representative of all teachers, guidance counselors, school adjustment counselors, speech therapists, school psychologists, library media specialists and registered nurses employed by the Ware School Committee, but excluding all other employees of the Ware School Committee.

Only those provisions of the Agreement which expressly reference "nurses" or "employees" shall apply to Nurses.

Article II
PREAMBLE

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

1. Under the laws of Massachusetts, the Committee, elected by the citizens of Ware, has final responsibility for establishing the education policies of the public schools of Ware;
2. The Superintendent of Schools of Ware (hereinafter referred to as the Superintendent) has responsibility for implementing the policies so established;
3. All members of the bargaining unit have the responsibility for following the educational policies of the Committee and providing in the classrooms of the schools, education of the highest possible quality.
4. 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 in accordance with Chapter 150E, and so;

5. To give effect to these declarations, the following principles and procedures are hereby adopted.

Article III
GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a claim of an alleged violation involving the meaning, interpretation, or application of this contract. Any matter which is not specifically covered by the provisions of this Agreement shall not be the subject of a grievance.

A grievance shall be in written form containing the name(s) of the aggrieved employee(s), the facts underlying the grievance, the contract provision(s) allegedly violated and the remedy requested.

Section 2 - Time Limits

- A. All time limits set forth below shall be considered maximum and shall include all calendar days.
- B. Failure to file a timely grievance within the time period set forth below shall constitute a waiver of the grievance. Failure at any level of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the Association and the employee(s) of the decision rendered.
- C. Failure at any level of the grievance procedure to process the grievance by the Employer within the specified time limits, shall permit the employee and the Association to proceed to the next level.
- D. The time limits in this Article may be extended only by mutual written agreement between the Committee or its designee and the Association.

Section 3 - Grievance Levels

The parties may mutually agree as to the appropriate level at which a grievance may be initiated.

Level One - An employee may present a grievance in writing on a form mutually agreed to by the Committee and the Association, to his/her principal either directly or through the Association within thirty (30) calendar days of the date of the occurrence giving rise to the grievance or the date any employee affected by the occurrence reasonably should have known of it, whichever is later. Within twenty (20) calendar days of receipt of the grievance, the principal shall respond in writing to the grievance.

Level Two - In the event the grievance is not resolved at level one, the employee(s) and/or the Association may, within ten (10) calendar days of the receipt of the principal's answer at level one, submit the written grievance to the Superintendent of Schools. The Superintendent shall schedule a meeting on the grievance with the employee(s) and/or the Association's representative within ten (10) calendar days of receipt of the grievance. Within twenty (20) calendar days after the meeting, the Superintendent shall submit a written answer to the grievance.

Level Three - In the event the grievance is not resolved at level two, the employee(s) and/or the Association may, within ten (10) calendar days of receipt of the Superintendent's answer at level two, submit the written grievance to the Committee. The Committee shall schedule a meeting on the grievance with the employee(s) and/or the Association's representative within ten (10) calendar days of receipt of the grievance. Within twenty (20) calendar days after the meeting, the Committee or its designee shall submit a written answer to the grievance.

Level Four - In the event the grievance is not resolved at level three, the Association may submit the grievance to final and binding arbitration by filing a demand for arbitration with the American Arbitration Association within thirty (30) calendar days after receipt of the Committee's answer at level three.

The parties agree to follow the procedures of the American Arbitration Association for the selection of the arbitrator, and the conduct of the arbitration hearing.

The jurisdiction of the arbitrator shall be limited to the interpretation and application of the terms of the Agreement. The arbitrator shall have no authority to alter, modify or amend this Agreement nor shall the arbitrator substitute his/her judgment for that of the Employer on any matter within the Employer's discretion.

The arbitrator shall issue a written decision and simultaneously send his/her decision to the parties within thirty (30) calendar days after the hearing or receiving briefs (if any) whichever is later. The decision of the arbitrator, within the scope of his/her jurisdiction, shall be final and binding on the Committee, the Association, and the employee(s) provided such decision does not impair, infringe or derogate from the exclusive power and duties given to the Committee under the law.

The fees of the arbitrator shall be shared equally by the parties provided that the obligation of the Committee to pay anything other than its own expenses shall be limited to the obligation which the Committee can legally undertake in that connection. A party requesting an extension of time, a cancellation, a withdrawal or a postponement shall pay the entire fee, if any, associated with such a request. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provisions of this Agreement.

Section 4 - Direct Presentation of Grievances

Any employee covered by this Contract may present any grievance directly to his/her employer [by following the steps enumerated in Section 3 (levels one through three) above] and have such grievance heard without intervention by the Association provided the disposition, if any, of the grievance shall be consistent with the provisions of this contract; and if the Association so desires, it shall be permitted to be present at each level of the procedure under which a grievance shall be considered and state the views of the Association.

No employee shall have the right to file for arbitration of any matter. The Association and the Committee retain the exclusive right to proceed to arbitration.

Section 5 - Committee Grievances

If the Committee has a grievance against the Association on the basis that the Association is not abiding by the terms of this Agreement, the Committee may file a grievance by following the procedure set forth in section three of this Article. The grievance shall be presented at the first level to the local Association President. At level two, the grievance shall be presented to the Professional Rights and Responsibilities Committee or its designee. At level three, the grievance shall be presented to the WTA Executive Board. Thereafter, the Committee may demand arbitration pursuant to the provisions of Section 3 of this Article.

Section 6 No written communication, other document, or record relating to the processing of a grievance shall be filed in the personnel file maintained by the School Department of Ware for any employee involved in presenting such grievance.

Article IV
JUST CAUSE

No employee shall be reprimanded either orally or in writing, disciplined or demoted except for just cause. However, demotion or removal of Department Heads will be governed exclusively by Article XX.

A teacher with professional status shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards or other just cause. In determining whether the district has proven grounds for dismissal, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards. Except as provided in M.G.L. c. 71, § 42, teachers without professional status shall be deemed employees at will.

Article V
HOURS OF WORK

A. All full-time employees in the elementary and middle school must report to school at least fifteen (15) minutes prior to the first bell and remain a minimum of fifteen (15) minutes after the last bell. All full-time employees at the high school must report to school at least ten (10) minutes prior to the student reporting time and remain a minimum of ten (10) minutes after student dismissal.

At the high school, part time employees will report ten (10) minutes before their first duty and remain at least ten (10) minutes after their last scheduled duty; at the middle and elementary schools, part time employees will report fifteen (15) minutes before and remain at least fifteen (15) minutes after their last scheduled duties.

Teachers will have their pay deducted if they do not report to work as scheduled, in accordance with the current process.

B. It is recognized that in order to fulfill their professional responsibilities, it may be necessary for personnel covered by this Contract to stay beyond the normal working day performing

such duties as giving make-up work, providing disciplinary measures, meeting with parents, meeting with professional colleagues to discuss students, and other good reasons. Each employee covered by this Agreement shall work one (1) hour per week performing such duties. Not more than one (1) hour of this time will be Principal directed unless agreed upon by both parties to have more than the one (1) hour. This time is in addition to the administrative meetings that are held under Art. V paragraph F.

It is recognized that in order to fulfill their professional responsibilities, it may be necessary for nursing personnel covered by this Contract to stay beyond the normal working day performing such duties as rendering necessary medical care, completing student medical/health records, completing reports, attending staff meetings, attending meetings with parents, meeting with professional colleagues to discuss students, and for other good reasons.

In addition, all staff covered by this Agreement may be required to attend mandatory IEP Team Meetings 504 meetings, Student Assistance Team Meetings, and Crisis Team Meetings. All staff who participate in such meetings outside the scheduled workday will be compensated for a minimum of one (1) hour, at the rate of thirty-two (\$32) per hour effective July 1, 2014 and thirty-three (\$33) per hour effective July 1, 2016, with additional time pro-rated at one-quarter (1/4) hour intervals.

- C. The Superintendent may extend an employee's work year if outstanding reports, marks, and other normal end of year duties are not completed satisfactorily.
- D. Recognizing that a teacher's primary function is to teach, the normal work day for all regular, full-time teachers shall be a minimum of six and three quarter (6.75) hours, which shall include the time specified in Article V, Section A. Each regular, full-time employee, excluding Guidance Counselors, Library Media Specialist, School Psychologists, and Nurses, shall have the equivalent of a continuous forty (40) minute preparation period per day, plus sixty (60) minutes of additional preparation time per week. In addition, each teacher shall have a duty-free lunch period of thirty (30) minutes. The Library Media Specialist shall have two (2) fifteen (15) minute breaks, one in the first half of the day and one in the second half of the day.

The Lead/Charge Nurse shall work at least seven and one half (7.5) hours per work day as assigned, excluding a thirty (30)

minute lunch period. The other Nurses shall work at least six and three quarter (6.75) hours per day as assigned, excluding a thirty (30) minute lunch period. Nurses will work an additional two (2) days each school year, these days will be scheduled immediately prior to the beginning of the school year. They shall be compensated at their per diem rate of pay.

Teachers will collect money as they presently do and teachers who exercise due care in handling of such monies shall not be held responsible for loss of such monies.

- E. Release time, excepting elementary recesses and lunch period at all schools, shall be used constructively for educational purposes. (Examples of educational purposes are: planning of lessons, preparation of audiovisual aids, correcting tests, etc.). The aforementioned examples are not meant to restrict the creative professional teacher from utilizing this time wisely in any manner which will improve the quality of his/her performance or program and, thereby, hopefully improve service to children. Teachers will not use release time to perform duties related to extra-duty assignments for which they receive additional compensation.
- F. The administration will hold no more than two (2) teachers' meetings per month except in the case of emergencies which will be determined by the Superintendent of Schools. School nurses shall be required to attend staff meetings as directed by each Building Principal.
- G. The administration shall make a reasonable effort to provide coverage for extra duty assignments in the absence of a substitute for a clinical teacher. A reasonable effort will be made by the Committee to provide a substitute in the event of an absence of a nurse. Reasonable effort will be made to provide substitutes in the absence of professional staff.
- H. No teacher shall be required to perform substitute duty during preparation periods; however, a teacher may volunteer for such duty.

Article VI

ADDITIONAL DUTIES

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. The Committee and the Association acknowledge that a school nurse's primary responsibility is to provide school nursing services and that

his/her energies should be utilized to this end.

- B. Additional duties shall be assigned on a rotating basis, as equitably as possible, among all members of the bargaining unit. Every effort will be made to hold the assignment of additional duties to teachers to a minimum.
- C. Additional duties as referred to in this contract shall include, but not be limited to: bus duty, recess, playground, cafeteria, corridor duty, bathroom duties and other non-teaching duties as assigned by the Principal or his/her designee.
- D. All employees will be given a duty-free lunch period.
- E. In case of emergency during the time before and/or after school as well as at lunch and recess time, employees may be assigned where needed; such as, bathroom, corridor, and other areas as long as opening and closing times remain the same and there is no endangerment of personnel.

Article VII
REDUCTIONS IN STAFF

The Committee shall determine the position or positions to be eliminated or reduced in hours and shall so advise the Association and the affected employee(s) in writing.

The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.

If implementation cannot be fully accomplished as provided above, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on the job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. A teacher's job performance shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71 §38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior four (4) year period. No distinction shall be made between the overall performance ratings established by the board of

elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary.

If the above factors are equal the seniority list shall apply.

"Seniority" means an employee's continuous length of service in years, months and days in the bargaining unit. Employees shall be credited for seniority purposes with all time spent on any leave of absence provided for under Article X of this Agreement. Teachers shall be notified in writing on or before June 15 whenever such person is not to be employed for the following school year due to a reduction in force or reorganization.

Employees who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years.

The recall period shall commence on the first calendar day after the last day which the employee worked during the school year.

During the recall period, employees shall be notified by certified mail to their last address of record, and will have fifteen (15) calendar days to accept or reject such position by certified mail and will be given preference for positions as they develop in inverse order of their respective layoff and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period teachers who have been laid-off shall be given every consideration for substitute work if they so desire.

On October 1st of each year, the administration shall provide the Association with current seniority lists for both teachers and registered nurses. If the Association believes the seniority lists to be inaccurate in any respect, it can challenge the seniority lists through the grievance procedure outlined in Article III.

Article VIII
VACANCIES, PROMOTIONS, ASSIGNMENTS

A. VACANCIES AND PROMOTIONS

1. All vacancies in full-time and promotional positions shall be posted in the office and teachers' lounge(s) of each school; such notices shall include the qualifications for the position and, so far as has been established, the salary and a description of the duties of the position.

During school vacation periods, including summer vacation, notice of such vacancies will be posted on the District's website.

2. Such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted and in no event less than five (5) school days before such date.
3. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent in accordance with the conditions specified.
4. The primary factor in filling such vacancies shall be the best interests of the school system with due weight given to the qualifications, abilities, certification, professional background, quality of experience, attainments, length of service with Ware Public Schools, and other relevant factors.
5. For purposes of notification, guidance counselors shall be considered a promotional position.

B. ASSIGNMENTS

Should a teacher wish to be considered for transfer to any grade, subject, or area other than the grade, subject, or area he/she is currently assigned, he/she will so notify the Superintendent in writing, and if other factors are substantially equal shall be given preference. Should a nurse wish to be considered for transfer to any school other than the school to which he/she is assigned, the nurse shall notify the Superintendent in writing, and if other factors are substantially equal, shall be given preference. The decision of the administration, under this Section, shall be final and binding and not subject to either the grievance or arbitration procedure, unless the above action is taken in an arbitrary or capricious manner.

C. TRANSFERS

Upon request, a teacher, who has applied for and been denied a transfer or is the subject of an involuntary transfer or change of assignment, will be granted a meeting with the administrator(s) who made the decision, in order to discuss the reason for said action. Said meeting will be held within five (5) working days of the request.

D. Every effort will be made to notify teachers of their

anticipated teaching assignments, including schedules and class lists, prior to the last day of the school year.

Article IX
WORK YEAR

- A. The employee work year shall consist of the following:
1. One hundred eighty (180) pupil days with the last day to be a half day provided time on learning requirements are met;
 2. Two (2) days prior to the first pupil day;
 3. One (1) curriculum/professional day during the school year as scheduled by the Superintendent or his/her designee;
and
 4. Four (4) curriculum/professional half days during the school year as scheduled by the Superintendent or his/her designee.
- B. Posting of Starting and Dismissal Times - The official starting and dismissal time will be posted on the bulletin board of each school and the main office of each building.
- C. Early Release Days - The parties agree that three (3) early release days will be scheduled each school year. On early release days, teachers will be free to leave the high school ten (10) minutes and the middle and elementary school fifteen (15) minutes following the dismissal of students.
- D. After School/Evening Meetings - One (1) early release day will be scheduled to accommodate an evening open house of approximately two (2) hours duration. Teachers will be required to attend this open house. In consideration of early release on the other two (2) early release days, teachers will choose two (2) late afternoon/evening/Saturday activities from a menu of activities approved annually by the Superintendent, and each Building Principal. Teachers will receive an approved list of possible activities for each building, and the number of teachers sought for each activity, no later than October 1 of each school year. Examples of such activities will include a second open house, PTO meetings (two meetings will equal one obligation), sports banquets, high school graduation, national honor society, senior banquet, junior/senior prom, book fair, concert, gym night, Title 1 night, Math night, School Council, and elementary and middle school parent conferences. Teacher preferences will be honored to the extent possible.

- E. Early Release - On Fridays and days prior to scheduled vacations, teachers will be permitted to leave school immediately after the students are dismissed and the buses have left school grounds. Nurses will also be permitted to such early release unless there is a medical situation which requires their presence.
- F. Summer School - If a teacher's attendance at summer school is scheduled prior to the end of the teacher's work year, he/she may be released at the discretion of the Superintendent in order to begin such attendance. For days granted for such purposes, the teacher will be paid the difference between his/her pay and that of a substitute.
- G. Authorized Curriculum Development Group Work - Teachers, who volunteer to write and revise curriculum and who perform such work outside their regular work day or work year as authorized in advance by Administration, will be paid at the rate of thirty-five dollars (\$35) per hour subject to a maximum hours limit per project which may be established by the Administration. The Administration shall record the hours each participant spends on such work and such work shall be paid in accordance with the payroll schedule. No compensation, beyond normal salary, shall be paid for curriculum development work performed during a teacher's work day. Teachers must produce and submit acceptable work product as a condition precedent to any payment.
- H. Guidance Counselors - High School Guidance Counselors shall work up to ten (10) days beyond the teacher work year at the discretion of the Administration. They shall be compensated at their per-diem rate of pay. The ten (10) additional days shall occur before and after the school year.
- I. Authorized Tutoring - Teachers who volunteer and are assigned to tutor students outside the regular work day or work year as authorized in advance by the Administration shall be paid thirty-five dollars (\$35) per hour. Teachers shall record tutoring hours on a daily basis to be submitted weekly and to be paid in accordance with the payroll schedule.
- J. A teacher appointed by the Association President will be included in the discussion over the development of the school calendar with the Superintendent.

Article X
LEAVES OF ABSENCE

A. SICK LEAVE

All regular employees will earn up to fifteen (15) sick days per full year of actual work. Sick leave shall be cumulative up to a maximum of one hundred eighty (180) days. The Committee reserves the right to make exceptions in cases of unusual merit. After utilizing all of their sick time, teachers will need to use personal days prior to opting for no pay.

Sick leave shall only be used when an employee is medically too ill to perform his/her duties due to a bona fide non-occupational injury or illness or when the employee is needed to care for a spouse, significant other, child, or parent with a serious health condition pursuant to the FAMILY MEDICAL LEAVE ACT. Employees will be required to submit medical documentation when out on sick leave over three (3) consecutive working days.

Employees will be granted up to ten (10) days per year in the event of serious illness requiring bedside or household attention to the employee's spouse or child. These days are to be taken from personal sick leave days and will not be cumulative for this purpose, [ten (10) days per year, non-cumulative].

Employees who abuse sick leave shall be subject to disciplinary action up to and including discharge.

B. WORKER'S COMPENSATION

Employees who are disabled from work due to a personal injury (caused by an accident or assault) arising out of and in the course of the employee's legal and proper performance of duty shall receive the difference between the employee's full salary and payments received under Chapter 152 of the Massachusetts General laws without the loss of sick leave days.

Employees shall not continue to accrue benefits other than seniority while absent from work due to a work related illness or injury.

C. FAMILY MEDICAL LEAVE ACT

An employee, who has worked for the Ware School District for at least twelve (12) months and who has performed at least one

thousand, two hundred fifty (1250) hours of work during the year preceding the commencement of the leave, may be eligible for up to twelve (12) weeks of leave during a twelve (12) month period pursuant to the Family Medical Leave Act for the following purposes:

- birth of the employee's child;
- placement of a child with the employee for adoption or foster care;
- when the employee is needed to care for the employee's parent, spouse, significant other, or child with a serious health condition; or
- when the employee has a serious health condition which renders the employee unable to perform the essential duties of the employee's job.

This leave shall be without pay except that employees must use all accrued personal time and all sick time, to the extent permissible under Section A of this Article, during the leave.

Employees shall submit all requests for leave on an approved form with accompanying medical documentation on an approved form as far in advance of the leave as possible and not less than thirty (30) days before the first day of leave requested when such leave is foreseeable.

The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by "instructional employees." Those rules are specified in the Department of Labor's final regulations under the FMLA. 29 C.F.R. § 825.600 et seq.

The twelve (12) month period for calculating leave will be a twelve (12) month rolling period computed backwards to the date leave is used.

The Town shall continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that he/she will not return from leave.

Leave of absence and medical certification forms are available from the Central Office of the School Department.

D. PERSONAL LEAVE

Employees will be authorized the following temporary leaves of absence with pay each school year:

1. Two (2) days Leave of Absence for personal business matters that cannot be taken care of other than during school hours provided that, except in emergency situations, forty-eight (48) hours advance notice be given to the Superintendent. Notification of approval of a personal day will be given within two (2) school days of the request. One unused personal day may be carried over to the succeeding school year, to a maximum of three (3) days.
2. Except in emergency situations, the first or last working day of the week as well as the work day preceding or following school vacations or a vacation day shall be granted at the discretion of the Superintendent. The Superintendent will not withhold such leave unless there are an excessively high number of employees applying for these days.

E. RELIGIOUS LEAVE

An employee may, upon written request and with the advance approval of the Superintendent or his/her designee, be granted, as a reasonable accommodation to members of any religious denomination, paid religious leave. The leave may be granted provided that the religious beliefs or the employee's denomination hold that the day is to be a day of rest or that attendance at religious services is required during working hours on that day.

The leave request must be submitted in writing to the Superintendent with a copy to the building principal as far in advance as possible, but not less than fourteen (14) calendar days prior to the start of the requested leave. The Superintendent shall respond to religious leave requests within seven (7) calendar days of receipt of the request form.

F. FUNERAL LEAVE

Employees will receive up to five (5) days with pay at any one time in the event of death of an employee's spouse, child, parent, brother, or sister. Employees will receive up to three (3) days with pay for death of mother-in-law or father-in-law, grandmother or grandfather; one (1) day with pay for death of brother-in-law or sister-in-law. Employees will be allowed one (1) day with pay per school year to attend the funeral of a person not listed in this section.

Leaves taken pursuant to this paragraph shall be in addition to any sick leave to which the employee is entitled. No employee

will be required to arrange for his/her own substitute.

This provision shall in no way preclude the Superintendent from granting additional temporary leaves with pay.

G. PROFESSIONAL LEAVE

Employees may apply for one (1) professional day per year for educational activities approved by the building principal. Employees shall submit professional day requests in writing to the building principal with a copy to the Superintendent at least fourteen (14) calendar days in advance. The building principal shall respond to such requests within seven (7) calendar days of receipt of the request form.

Upon completion of the educational activity, the employee shall submit documentation establishing that the employee successfully completed the course or program.

The Superintendent may authorize additional professional days at his/her discretion.

H. PARENTAL LEAVE

Pursuant to M.G.L. c. 149, § 105D, an employee who has been employed full-time by the Committee for at least three (3) consecutive months and who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereinafter called parental leave, and who shall give at least two (2) weeks written notice to the Superintendent with a copy to the building principal of his/her anticipated date of departure and intention to return, shall be restored to his/her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of his/her leave. Parental leave shall normally be without pay, however, an employee on maternity leave who is disabled and who presents proper medical certification that she is disabled shall be entitled to use accrued sick leave.

The Committee shall not be required to restore an employee on parental leave to his/her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such parental leave. Such parental leave shall not affect the employee's right to receive

vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which he/she was eligible at the date of his/her leave, however, such benefits shall not accrue during the period of parental leave; and provided, further, that the Employer need not provide for the cost of any benefits, plans, or programs during the period of parental leave unless such Employer so provides for all employees on a leave of absence.

Leave used under this Section shall be counted towards an employee's twelve (12) week leave period under Section C of this Article.

I. SABBATICAL LEAVE

Upon recommendation of the Superintendent, one (1) sabbatical leave may be granted for study or travel (for purposes, which in the opinion of the Committee, will benefit the system) to a member of the staff subject only to the following conditions:

1. Requests for sabbatical leave for a FULL YEAR will be submitted in writing to the Superintendent on or before February 15, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. Requests for sabbatical leave for a HALF YEAR will be submitted in writing by February 15, for the fall semester, to be acted on by April 1 or June 15, for the spring semester, to be acted on by August 1 of the school year preceding.

The teacher must submit a detailed plan of how the sabbatical will be used, courses involved, etc., and how it will benefit the Ware School System and our students.

2. The Teacher has completed seven (7) years of service in the Ware School system.
3. Upon his/her return to the Ware School System, the teacher will be placed on the salary schedule one step above the step the teacher was on during the school year preceding the sabbatical leave.
4. The teacher will agree to return to the employment in the Ware School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a year's leave.

5. All benefits to which a teacher was entitled at the time of his/her leave shall be continued as if he/she were actively on duty and upon his/her return will be assigned to the same teaching position he/she held prior to the leave whenever possible. The teacher will be entitled to one-half (1/2) pay and insurance payments will be as per Article XIV- "INSURANCE".

J. CATASTROPHIC LEAVE BANK

Upon the execution of this contract, the School District shall establish a catastrophic leave bank. The purpose of the bank is to provide a limited extension of sick leave up to a maximum of thirty (30) working days for a regular, full-time employee who suffers a bona fide catastrophic illness as determined by the Superintendent.

Newly hired employees in the District shall contribute one (1) sick day to the sick leave bank upon commencement of their second year of employment in the District. An employee may, at his/her own discretion, contribute up to three (3) additional days of accrued sick leave per year to the catastrophic leave bank. The maximum number of work days accumulating in the catastrophic leave bank shall not exceed three (3) times the number of regular, full-time bargaining unit employees.

Any unused days remaining in the catastrophic leave bank at the end of a school year shall remain in the bank and shall accumulate from year to year within the limit established in the third paragraph of this Article [three (3) times the number of regular, full-time bargaining unit employees].

Should the number of days in the catastrophic leave bank reach the level of thirty (30) days or less, then each regular, full-time bargaining unit employee shall be assessed one (1) day of accrued sick leave as of the first day of the next calendar month. In the event that an employee has no accrued sick days at the time of the assessment, that employee shall be assessed the amount of days owing on the following September 1.

The Superintendent or his/her designee shall administer the program and determine eligibility. Employees claiming or receiving worker's compensation are not eligible for catastrophic leave under this Article. Before applying for benefits from the bank, employees must exhaust their own accrued sick leave and must have been absent from work due to the catastrophic illness for a period of at least twenty-five (25) consecutive working days.

No more than three (3) employees shall be eligible for leave from the Catastrophic Leave Bank within a school year. Any regular, full-time employees desiring to be considered for catastrophic leave benefits must file a written application on a form available from the Central Office along with such supporting medical documentation as the Superintendent may require. If an employee is granted catastrophic leave benefits, the employee shall provide updated medical reports as required by the Superintendent.

K. SPECIAL LEAVE

Nothing in Article X shall preclude the Committee or its designee from granting, in its sole discretion, a special leave of absence with or without pay in emergency situations or in cases of extreme personal hardship.

Article XI
DRUG FREE WORKPLACE POLICY

- A. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Ware Public Schools. Violation of such prohibition can lead to dismissal.
- B. An ongoing drug-free awareness program is established to inform employees about:
- The dangers of drug abuse in the workplace;
 - The Ware Public School's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. As a condition of continuing employment, employees will:
- Abide by the terms of this policy; and
 - Notify the Ware Public Schools in writing of any criminal drug statute conviction no later than five (5) calendar days after such conviction.

- D. The School District will notify the agency granting funds to the School District, in writing, within ten (10) calendar days after receiving notice under sub-paragraph C from an employee employed on said grant or otherwise receiving actual notice of such conviction.
- E. The School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph(3), with respect to any employee who is convicted:
- Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency.
- F. Each employee will be given a copy of this policy annually.

Article XII
PROFESSIONAL GROWTH

The following shall be subject to such qualifications, credits and/or otherwise as the Committee shall require in accordance with this Contract.

- A. The School Committee, upon evidence of successful completion of graduate courses, shall reimburse teachers and nurses for the actual cost of tuition and fees, to a maximum of two hundred (\$200) dollars per earned graduate credit. To qualify for reimbursement each teacher must submit a request for approval to the Principal including the cost of the course. Such courses must in the judgment of the Principal meet the needs of the system, and courses must be approved in advance by the Principal. Payment under this section shall be limited to \$25,000 per year.

At the end of each fiscal year, each teacher who has submitted evidence of successful completion of a course or courses, along with evidence of actual payment made, will receive reimbursement for actual expenditures for tuition and fees under this article. If the total amount sought exceeds the \$25,000 cap, each teacher will receive his/her pro rata share for (1) course completed during that fiscal year. If funds remain after each applicant has been reimbursed for one course, pro rate reimbursement may be made for a second course, and so on until funds for the year have been exhausted. Reimbursement will be made for the current year only.

- B. Any course used for movement on the salary schedule must be approved in advance by the Principal. Effective September 1, 2000, a Master's Degree must be earned from a college or university before any courses can be taken or credits earned for salary schedule credits beyond the Master's Degree.
- C. If a teacher gains college credit after having signed this contract, prior to teaching experience within the system, he or she will be given credit for the credits earned providing the courses were taken during the semester immediately preceding the date when employment begins.
- D. When an employee reaches an advanced degree or level, the employee will receive the differential provided by the appropriate salary schedule. It will be the responsibility of the individual employee to see that his/her personnel file is kept up to date. In order to obtain horizontal movement on a salary schedule, an employee must have documentation that the requisite credit(s) have been earned on record in the Central Office by September 1 to be eligible for the full salary column increase (horizontal advancement on the salary schedule) and by January 1 for a pro-rated salary column increase.

Credit for salary purposes will not be given unless legible, certified evidence of earned credits is on file.

- E. The Committee agrees to offer a minimum of one (1) teacher in-service workshop or extension course annually. Such commitment would not necessarily entail payment of tuition of participants. Such activity may be designed to provide partial or complete satisfaction of the requirement listed in Article XII, Section A, Paragraph 1 above as approved by the Superintendent. The nature and type of workshops and/or courses shall be planned by the Professional Development Advisory Committee with equal representation from each school building. These plans will be submitted in advance to the Superintendent and the Ware Teachers' Association President or designee. Enrollment in said workshops and/or extension courses shall be voluntary.
- F. Each nurse will be entitled to the sum of one hundred and fifty dollars (\$150) to be used for continuing education and professional development. Nurses will also be entitled to an annual uniform allowance in the amount of one hundred and fifty dollars (\$150).
- G. It is the responsibility of the employee to keep his/her personnel file up to date for all reasons to include professional growth.

Article XII-A
PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE

Effective with the ratification of this Agreement, the Parties agree to establish a Professional Development Advisory Committee for making recommendations with regard to professional development for bargaining unit members. The Committee will consist of representatives from the Elementary School, the Middle School and the High School and of non-classroom-based specialists selected by the Association and representatives of the Administration and/or School Committee. The Professional Development Advisory Committee will evaluate and make recommendations to the Superintendent regarding professional development issues. Administration may authorize release time for Advisory Committee members as it deems appropriate.

Article XIII
DEDUCTIONS, AGENCY FEE & DIRECT DEPOSIT

DEDUCTIONS:

All deductions are processed each pay period and is calculated based on a teacher's 21 or 26 pay period choice. Employees by August 1 of each year must notify the Business Office whether they desire to be paid 21 or 26 equal installments with the option of a lump sum payment for the summer months. The Committee agrees to deduct over a ten (10) month period, twice monthly, dues for membership in W.T.A., N.E.A., M.T.A. if requested and in accordance with Chapter 180, Section 17C of the General Laws as amended from time to time. Also, twice monthly (ten [10] month year) deductions for M.T.A. Credit Union and Tax-Sheltered Annuity if requested. In addition, Life Insurance, Blue Cross/Blue Shield, and the town offered disability insurance plan to be deducted once per month (ten [10] month year). The deduction of contributions to earlier town offered disability insurance companies would continue. Deductions for the W.T.A., M.T.A., and N.E.A. dues will be forwarded to the W.T.A. Treasurer who shall be bonded.

AGENCY FEE:

The Ware School Committee will respect the position of the Ware Teachers Association/MTA/NEA as the sole and exclusive bargaining agent of all bargaining unit employees on matters of wages, hours, and terms and conditions of employment. The parties therefore agree that:

- A. Effective during the period commencing September 1, 1989 or thirty (30) days following the commencement of employment,

whichever comes later, each employee who does not elect to become a member of the Association, will, in accordance with M.G.L. Chapter 150E, Section 12, be required to pay a service fee equal to the cost of collective bargaining and contract administration to the Ware Teachers Association as a condition of his/her continued employment in the District. In accordance with M.G.L. Chapter 150E, Section 12, payroll deduction in equal installments will be available to employees who so authorize for payment of the service fee.

- B. Any employee who fails to pay the service fee, or to authorize payroll deduction for payment of the fee, in lieu of dues to the exclusive bargaining agent will be subject to legal action by the Ware Teachers Association for collection of said fee. Any judgment against such an employee by a forum of competent jurisdiction shall include payment of the Association's costs and reasonable attorneys' fees. The Ware Teachers Association will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of the Section.
- C. The Ware Teachers Association will indemnify, defend and hold harmless the Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Section. Specifically, the Ware Teachers Association will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the Ware Teachers Association will pay any and all of those damages, including interest and charges.
- D. If any court or competent jurisdiction determines that any part of this Section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.
- E. The service fee shall be calculated in accordance with the provisions of the M.G.L. Chapter 150E, Section 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the Ware Teachers Association.

DIRECT DEPOSIT:

All paychecks will be issued to teachers only by direct deposit.

Article XIV
INSURANCE

Each employee covered by this Agreement will be eligible for an individual or family indemnity qualified health insurance plan offered by Blue Cross/Blue Shield or comparable benefit to that for fiscal year 2005. At his or her option, the employee may elect an individual or family HMO plan or comparable plan commencing in fiscal year 2005.

Effective June 1, 2006 employees shall pay fifteen percent (15%) of the premium for the plan they select. Effective June 1, 2007, employees on the HMO plan shall contribute twenty percent (20%) and employees on the indemnity plan shall contribute twenty-five percent (25%) of the premium.

Effective July 1, 2008, a PPO plan may be added as an additional option to the HMO plans already available to employees. Employees will contribute 25% of the PPO premium.

Article XV
PAST PRACTICES

Except as this Contract shall otherwise provide, all past practices applicable to the parties of this Contract on the effective date of this Contract shall continue to be so applicable. As stated by Arbitrator, Jules J. Justin: "In the absence of a written agreement 'past practice' to be binding on both Parties, must be, (1) unequivocal; (2) clearly enunciated and acted upon; (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both Parties."

Article XVI
RIGHTS AND OBLIGATIONS OF SCHOOL COMMITTEE

- A. Except where modified by provisions of this Contract, it is agreed that the Committee, through its designated administrative representatives, is vested with and retains the right to direct its employees, to hire, promote, transfer, assign and retain employees within the Ware School System, and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with Article IV, to relieve non-tenured employees from duty at the end of a school year for legitimate reasons, to maintain the efficiency of the operations entrusted to it, to determine the methods, means and personnel by which such operations are to be conducted, to establish curricula and to take whatever action may be

necessary to carry out its mission of providing a quality educational program for the children and youth of Ware.

- B. The School District has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that this right is vested exclusively in the School District so long as the rules and regulations do not specifically conflict with any specific term or condition of this Agreement.
- C. The School District retains all the rights vested in it by the General Laws of the Commonwealth of Massachusetts. Anything in this Contract that is contrary to said rights shall be deemed null and void.
- D. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the School District by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

Article XVII
CLASS SIZE

Consistent with the availability of classrooms, funds, and competent professional personnel, an average class size of twenty-five (25) pupils will be maintained whenever possible.

A similar effort will be made to ensure that no secondary teacher will be required to teach more than two (2) subjects

Article XVIII
GENERAL

A. **SIGN IN/SIGN OUT**

On a daily basis, each employee shall sign in and record the time upon reporting for work.

If an employee has reason to leave the building during the work day, the employee shall, immediately prior to leaving the building, sign out, record the time and state the reason for leaving the building. The employee shall sign back in and

record the time immediately upon returning to the building.

Each employee shall sign out and record the time immediately prior to leaving the building for the day.

The documentation shall be maintained on a form prepared by the Employer and shall be kept in the Principal's Office in each building.

B. POLICY PROHIBITING USE OF TOBACCO PRODUCTS:

There shall be no smoking or use of tobacco products by employees within school buildings, in school facilities, on the school grounds or on school buses.

Employees who violate this policy will subject themselves to disciplinary action up to and including discharge.

Article XIX
WAGES

A. Teacher Salary Schedule - See attached - Appendix A

Effective September 1, 2000, a Masters' Degree must be earned from a College or University before any courses can be taken and credits earned for salary schedule credits beyond the Masters' Degree column.

Employees who were paid at the BA+36 level as of June 23, 1994 shall be red-circled.

B. Nurse Salary Schedule - See attached - Appendix B

The Lead/Charge Nurse shall receive a one thousand three hundred and fifty dollar (\$1,350) annual stipend in addition to the wages set forth in the Wage Schedule.

Those Nurses who earn a Bachelor of Science Degree in Nursing (BSN) and who are fully certified/licensed in school nursing by the Department of Elementary and Secondary Education, shall be paid in accordance with the teachers' salary schedule and shall receive longevity compensation in accordance with the teachers' provision for longevity.

All school nurses on the payroll as of July 1, 2005, who were not placed on the teachers salary schedule, were, as a result of the negotiations leading to the settlement of the 2005-2008 collective bargaining agreement, placed on at least the first step of the teachers salary schedule that provided a wage

increase over their placement on the nurses salary schedule, and shall advance annually thereafter.

- C. Extra-Duty Schedule - See attached - Appendix C
- D. Department Head Schedule - See attached - Appendix D
- E. All employees employed in the Ware School System shall be placed on the proper salary step according to their number of years of experience gained in this system or any other system.

An employee must perform actual working duties for ninety-four (94) working days in order to be credited a step on the salary schedule for the following year. Teachers on waivers shall not receive steps.

- F. The School District reserves the right to evaluate prior employment experiences and/or availability and qualifications of personnel, in order to set the initial step level of any incoming employee.
- G. If a teacher leaves the school district prior to the end of the school year, any overpayment (based on work days) will be deducted from the final paycheck. The Association will receive a copy of the calculation.
- H. Longevity

Teachers, who have reached the top of the scale and have completed the required years of service in the Ware Public Schools, shall be paid longevity pay in accordance with the following scale:

- 1. End of 12-15 years \$ 250
- 2. End of 16-20 years \$ 500
- 3. End of 20-25 years \$ 875
- 4. End of 25-29 years \$1050
- 5. End of 29+ years \$1250

Effective September 1, 2019 longevity payment shall occur on the teacher's anniversary date rather than being spread out over the course of the year. All required state and federal taxes will be deducted from this payment.

- J. Mileage at the rate equal to that approved for the municipal employees shall be reimbursable to all personnel who use their own car for trips sanctioned by the Superintendent.

Article XX
DEPARTMENT HEADS

A Department Head who has served in that position in the Ware Public Schools for at least three (3) consecutive years, shall not be dismissed or demoted except for good cause.

Any disagreement arising over assignment duties of department heads shall be resolved by the following procedure:

- A. The department chairperson or one (1) department chairperson, acting as a representative, will meet with the Principal within five (5) days after the notification of the disagreement, to resolve the problem.
- B. If the problem is not resolved by Step One above, the Principal at the request of the department chairperson or the representative will schedule a meeting between the Superintendent and the department head(s) involved, within ten (10) school days following the request for Step Two.

Article XXI
MENTORING

New Teacher Induction Program

- A. **One-On-One Mentoring for Brand New Teachers**
Teachers who are new to teaching are assigned mentors that will meet with them twice monthly as well as being a resource that the new teacher can reach out to with questions in between the monthly mentoring meetings. New teachers are also invited to attend Group Mentor/Induction meetings.

Evaluative information developed as a result of an individual teachers' participation in the New Teacher Induction Program will be shared with the teacher for his/her information and professional development only. It will not be shared with the administration of the Ware Public Schools, nor will it be used in any personnel decision regarding any teacher, including but not limited to decisions regarding appointment, reappointment, transfer, assignment or reassignment or the decision to grant or not to grant professional teacher status.

Group Mentoring Meetings for Experienced Teachers Who Are New to the District

Teachers who are new to the district but are experienced teachers are invited to attend Group Mentor/Induction Meetings that are offered after school six times throughout the school

year. These sessions cover different topics that are advertised in advance that are helpful to experienced teachers new to the district as well as teachers who are new to teaching.

- B. Mentor teachers will be compensated at the rate of \$600, effective July 1, 2012 if one mentee is assigned and \$850 if two mentees are assigned. Amounts to be prorated for a partial year.

Article XXII
NO STRIKE

The parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; or interferences or interruptions with the efficiency or operations of the School System by any employees or the Association; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.

Any employee who violates the terms of this Article shall be subject to discharge.

Article XXIII
VOIDABLE WAIVER CLAUSE

The withholding or failure by either party to exercise any of its rights recognized or reserved by this Agreement shall not be deemed a waiver of such recognized or reserved rights in the future and shall not constitute a modification of this Agreement.

Article XXIV
SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be determined by a court of competent jurisdiction to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Article XXV
DURATION

This contract will take effect once ratified by both parties. This contract will expire at midnight on June 30, 2023. This contract shall be retroactive for wage purposes only to July 1, 2021, subject to the provisions of Article XIX.

Article XXVI
INFORMATION

The School District agrees to make available to the Ware Teachers' Association President a copy of the School Committee agenda along with all public attachments.

SCHOOL COMMITTEE OF WARE

WARE TEACHERS' ASSOCIATION

By: _____

APPENDIX A - WARE SCHOOL TEACHER SALARY SCHEDULE

WORK YR July 1, 2021 - June 30, 2022 1.75%

	B	B15	M	M15	M30	M45
1	\$49,261	\$51,033	\$52,212	\$53,706	\$54,900	\$56,968
2	\$51,172	\$52,363	\$53,850	\$55,048	\$56,815	\$58,401
3	\$52,959	\$54,155	\$55,634	\$57,127	\$58,599	\$60,078
4	\$54,734	\$55,924	\$57,701	\$58,893	\$60,376	\$62,158
5	\$56,815	\$58,004	\$59,485	\$60,675	\$62,459	\$63,936
6	\$58,742	\$59,932	\$61,710	\$62,893	\$64,377	\$65,863
7	\$60,519	\$62,016	\$63,493	\$64,673	\$66,159	\$67,941
8	\$63,192	\$64,377	\$65,866	\$67,347	\$68,838	\$70,321
9	\$65,868	\$66,767	\$68,534	\$69,719	\$71,203	\$72,984
10	\$68,547	\$69,150	\$71,201	\$72,103	\$73,858	\$75,355
11	\$71,999	\$72,583	\$73,862	\$74,500	\$75,886	\$77,739
12			\$77,300	\$77,779	\$79,283	\$80,718
13					\$83,667	\$85,047

WORK YR July 1, 2022 - June 30, 2023 1.75%

	B	B15	M	M15	M30	M45
1	\$50,123	\$51,926	\$53,126	\$54,646	\$55,861	\$57,965
2	\$52,068	\$53,279	\$54,792	\$56,011	\$57,809	\$59,423
3	\$53,886	\$55,103	\$56,608	\$58,127	\$59,624	\$61,129
4	\$55,692	\$56,903	\$58,711	\$59,924	\$61,433	\$63,246
5	\$57,809	\$59,019	\$60,526	\$61,737	\$63,552	\$65,055
6	\$59,770	\$60,981	\$62,790	\$63,994	\$65,504	\$67,016
7	\$61,578	\$63,101	\$64,604	\$65,805	\$67,317	\$69,130
8	\$64,298	\$65,504	\$67,019	\$68,526	\$70,043	\$71,552
9	\$67,021	\$67,935	\$69,733	\$70,939	\$72,449	\$74,261
10	\$69,747	\$70,360	\$72,447	\$73,365	\$75,151	\$76,674
11	\$73,259	\$73,853	\$75,155	\$75,804	\$77,214	\$79,099
12			\$78,653	\$79,140	\$80,670	\$82,131
13					\$85,131	\$86,535

APPENDIX B – SCHOOL NURSES SALARY SCHEDULE

Work Year	JULY 1, 2021 - JUNE 30, 2022		
	RN	BSN	MSN
1	\$42,520	\$44,195	\$45,938
2	\$43,358	\$45,938	\$47,751
3	\$44,210	\$47,751	\$49,638
4	\$45,087	\$49,638	\$51,601
5	\$45,975	\$51,601	\$53,640
6	\$46,880	\$53,640	\$55,761
7	\$47,805	\$55,761	\$57,969
8	\$48,751	\$57,969	\$60,262
9	\$49,713	\$60,262	\$62,650
10	\$50,693	\$62,650	\$65,132
11	\$52,475	\$65,909	\$68,491

Work Year	JULY 1, 2022 - JUNE 30, 2023		
	RN	BSN	MSN
1	\$43,264	\$44,969	\$46,742
2	\$44,116	\$46,742	\$48,587
3	\$44,984	\$48,587	\$50,506
4	\$45,876	\$50,506	\$52,505
5	\$46,779	\$52,505	\$54,578
6	\$47,701	\$54,578	\$56,737
7	\$48,642	\$56,737	\$58,983
8	\$49,605	\$58,983	\$61,317
9	\$50,583	\$61,317	\$63,746
10	\$51,580	\$63,746	\$66,272
11	\$53,393	\$67,062	\$69,690

APPENDIX C - WARE EXTRA DUTY SCHEDULE

POSITION **2021-2023**

High School

Senior Class Advisors (2)	\$2,253
Junior Class Advisors (2)	\$1,548
Sophomore Class Advisors (2)	\$1,266
Freshman Class Advisors (2)	\$985
Senior Play Advisor	\$2,534
Student Council Advisor	\$4,218
Yearbook Advisor	\$4,218
Treasurer - Student Funds	\$3,519
Art Activities Director	\$1,128
Music Activities Director	\$4,502
Literary Magazine	\$1,408
Schools Match Wits	\$985
National Honor Society	\$1,192
Junior National Honor Society	\$868

Each of the two (2) junior class advisors will receive full stipends and each of the two (2) senior class advisors will receive full stipends.

The class advisor positions for Freshman and Sophomore classes will be a single stipend for each class. If there is more than one advisor for the Freshman and/or Sophomore class, the advisors for each class will split the stipend.

The National Honor Society Stipend represents payment for one person. If two persons provide for this extra duty, the payment is split equally between the two employees.

POSITION **2021-2023**

Ware Middle School

Student Council Advisor	\$770
Yearbook Advisor	\$770
Extra-Curricular Advisors (4)	\$770
Intramural Program Advisor (3 seasons)	\$640

High School

2021-2023

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Baseball:	Varsity - Boys	\$4,376	\$4,507	\$4,643
	Junior Varsity - Boys	\$2,784	\$2,868	\$2,954
Basketball:	Varsity - Boys	\$4,376	\$4,507	\$4,643
	Junior Varsity - Boys	\$2,784	\$2,868	\$2,954
	Varsity Girls	\$4,376	\$4,507	\$4,643
	Junior Varsity - Girls	\$2,784	\$2,868	\$2,954
Football:	Varsity	\$5,172	\$5,326	\$5,486
	Assistants(2) or (3)	\$2,784	\$2,868	\$2,954
	If there are 50 or more students			
Softball:	Varsity Girls	\$4,376	\$4,507	\$4,643
	Junior Varsity - Girls	\$2,784	\$2,868	\$2,954
Cross Country:		\$2,784	\$2,868	\$2,954
Golf:	Varsity	\$4,284	\$4,368	\$4,454
	Junior Varsity	\$2,082	\$2,144	\$2,208
Soccer:	Varsity - Boys	\$3,978	\$4,096	\$4,219
	Junior Varsity - Boys	\$2,784	\$2,868	\$2,954
	Varsity - Girls	\$3,978	\$4,096	\$4,219
	Junior Varsity - Girls	\$2,784	\$2,868	\$2,954
Tennis:		TBA		
Track & Field:		\$2,784	\$2,868	\$2,954
Volleyball:	Varsity - Boys	\$4,284	\$4,368	\$4,454
	Junior Varsity - Boys	\$2,082	\$2,144	\$2,208
	Varsity - Girls	\$4,284	\$4,368	\$4,454
	Junior Varsity - Girls	\$2,082	\$2,144	\$2,208
**Cheerleading Coach:		\$2,925	\$3,012	\$3,103
Auxiliary Director	Color Guard Drill	\$1,591	\$1,638	\$1,688
Athletic Program Manager		\$3,705	\$3,817	\$3,931

Athletic Director:	2021-2022	2022-2023
	\$15,000	\$17,500

* Current employees are grandfathered at their current stipend if the implementation of this provision would result in a reduction received in stipend amount.

**Cheerleading Coach: The rate specified above for this position represents the stipend payment per season. The Athletic Director will determine which events the cheerleaders will attend.

APPENDIX D - DEPARTMENT HEAD SCHEDULE

Department Chairpersons	2021-2023
Two (2) persons	\$1,537
Three (3) persons	\$1,835
Four (4) persons	\$2,129
Five (5) persons	\$2,422
Six (6) persons	\$2,718
Seven (7) persons	\$2,913
Eight (8) persons	\$3,308
Nine (9) persons	\$3,601
Ten (10) persons	\$3,895