

**AGREEMENT BETWEEN**  
**WESTBOROUGH EDUCATION ASSOCIATION**  
**AND**  
**WESTBOROUGH SCHOOL COMMITTEE**  
**EFFECTIVE**  
**JULY 1, 2014 – JUNE 30, 2017**

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ARTICLE NO.	TITLE	PAGE
I.	RECOGNITION	1.
II.	RIGHTS OF THE COMMITTEE	2.
III.	GRIEVANCE PROCEDURE	2.
	A. Definition	2.
	B. Purpose	2.
	C. Informal Procedure	2.
	D. Miscellaneous	3.
	E. Formal Procedure	3.
IV.	COMPENSATION	
	A. Salary Schedule	6.
	B. Co-curricular and Extra-Curricular Activities	9.
	C. Supervisory Positions	10.
	D. Salary Conditions	10.
	E. Part-Time Teachers	11.
	F. Guidance Counselors and Special Education	
	Team Chairs	12.
	G. Travel	12.
	H. Cafeteria Plan	12.
	I. WEA President	12.
V.	LEAVE	
	A. Sick Leave	12.
	B. Funeral Leave	17.
	C. Personal Day Leave	17.
	D. Religious Holy Days	18.
	E. Educational Leave	18.
	F. Maternity Leave	19.
	G. Childrearing Leave of Absence	19.
	H. Family and Medical Leave	19.
	I. Other Leaves	20.
VI.	HOURS AND OTHER CONDITIONS OF EMPLOYMENT	
	A. Time on Learning	20.
	B. (i) Before School Duty	20.
	B. (ii) After School Duty	20.

	C. Extended Professional Time	20.
	D. Evening Meetings	21.
	E. Teacher Work Year	21.
	F. Duty Free Lunch	22.
	G. Assignments for Secondary Teachers	22.
	H. Assignments for Elementary Teachers	22.
	I. Assignments for Support Staff	23.
	J. Vacancies	23.
	K. Existing General Working Conditions	24.
	L. Tuition for Dependents	24.
	M. Tuition Reimbursement	24.
	N. School Health and Safety	25.
	O. Joint Labor Management Committee	25.
	P. School Assignment	25.
	Q. Transfers	25.
VII.	REDUCTION IN FORCE	
	A. General Procedures	26.
	B. Seniority List	27.
	C. Notification	28.
	D. Recall	28.
	E. Administrative Rights	28.
	F. Grievance and Arbitration	29.
VIII.	TEACHER EVALUATION	29.
IX.	SMOKE-FREE SCHOOLS	29.
X.	AGENCY SERVICE FEE	29.
XI.	DURATION	30.
XII.	SAVINGS CLAUSE	30.
	SIGNATURE PAGE	31.
	CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES STIPEND LISTING	31.

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## CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts THIS CONTRACT IS MADE THIS 1<sup>st</sup> day of July, 2014, by the SCHOOL COMMITTEE OF THE TOWN OF WESTBOROUGH (hereinafter sometimes referred to as the Committee) and the WESTBOROUGH EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

### I. RECOGNITION

A. It is understood and agreed that the COMMITTEE acting in accordance with the authority of Massachusetts General Laws, Chapter 150 E, has recognized the ASSOCIATION as the exclusive representative for the purposes of collective bargaining of the Westborough School Employees' unit identified as follows:

1. All regular day school teaching personnel employed by the Westborough School Committee who hold certificates or waivers under Chapter 71 of the Massachusetts General Laws and all other personnel who hold such certificates or waivers and who perform a school-related function such as librarians, guidance counselors, reading specialists, language disability teachers, attendance officers, nurses, curriculum specialists, school psychologists, ELL teachers, physical therapists, occupational therapists, school adjustment counselors, and speech/language pathologists.

Included within the category of waiver of personnel shall be those for whom an application for waiver has been filed and is still pending.

Excluded from the unit: the Superintendent, Assistant Superintendent, Director of Finance and Administration, Director of Pupil Personnel Services, Principals, Supervising Assistant Principals, Director of Fine Arts, Technology Director, Athletics Director, substitutes and all other employees of the municipal employer. Employees appointed to the position of Special Education Team Chair on or after July 1, 2011 shall be excluded from the unit.

Employees who were in the position of Special Education Team Chair as of June 30, 2011 (as on file with the Superintendent) shall continue to be covered by this unit for so long as each such employee serves in the position of Special Education Team Chair. The parties to this CONTRACT agree that the work of the Special Education Team Chairs shall be considered shared work among employees within and outside of this bargaining unit until such time as there are no employees serving as Special Education Team Chairs appointed to such position on or before June 30, 2011, at which time the work of Special Education Team Chairs shall no longer be covered by this unit. All references to Special Education Team Chair(s) in this CONTRACT shall refer only to employees in the position of Special Education Team Chair as of June 30, 2011 and shall not apply to any employee of the District appointed to the position of Special Education Team Chair on or after July 1, 2011.

B. Unless otherwise indicated, the employees of the above unit will be hereinafter referred to as the "TEACHERS," and reference to teachers will include all teachers, both male and female.

## **II. RIGHTS OF COMMITTEE**

A. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement will be deemed to derogate from the powers and responsibilities of the Committee, the Superintendent or the building principal under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. Except as otherwise provided in this Agreement, the Committee and/or the Superintendent retain the powers, rights and duties that they have by law. These powers, rights and duties include, but are not limited to, hiring, promoting, transferring, assigning and retaining employees; disciplining employees in accordance with statutory authority; establishing work schedules; controlling and supervising the schools, staff, students and properties of the Westborough Public Schools; and establishing policies, rules and regulations.

B. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while at the same time they must be construed in accordance with the terms of the Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or the principal(s) must now do so. It is the parties' intention that the obligations of this agreement continue to be fulfilled even though the statutory powers to act may have been delegated to and must be exercised by persons and entities other than those named expressly herein.

C. The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner, will not be deemed a waiver nor a restriction of any such exercise of rights, nor a lack thereof.

## **III. GRIEVANCE PROCEDURE**

A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this Contract.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. INFORMAL PROCEDURE**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. Said teacher may request the Association to be present at such adjustment and to state its views.

#### D. MISCELLANEOUS

1. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association will permit the aggrieved party or parties to proceed to the next step.
2. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits will be deemed to be acceptance of the decision rendered at that step.
3. No reprisals of any kind shall be taken by any party to this contract against any party in interest, any witness, any member of the Association or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects a group or class of teachers may be submitted in writing by the Association (who will be considered the aggrieved party) to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such grievance must be filed within twenty (20) school days from the date of the event upon which the grievance is based.
5. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance will be consistent with the provisions of this Contract. The Association will be permitted to be heard at each level of the procedure under which the grievance will be considered.
6. Rights of Teachers to Representation:  
In the processing of a grievance at the level of the employer's principal or at any higher level, an aggrieved employee may, if he/she so elects, be represented by or accompanied by an officer or member of the Association, or by an attorney, or any other person, and he/she may call in witnesses to testify on the matter of his/her grievance. When a teacher does not elect to be represented by officers or members of the Association, the latter shall have the right, when and if the issue reaches the level of the Superintendent of Schools and thereafter, to appear at the hearing on the grievance in the person of no more than three of its officers or members, and state or argue its views.
7. When a grievance arises, the grievance must be filed within twenty (20) school days from the day of the event upon which the grievance is based.
8. Grievances and grievance responses will not be filed in an individual's personnel file.

#### E. FORMAL PROCEDURE

##### 1. INTRODUCTION

- a. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

2. LEVEL ONE

A teacher with a grievance will present it in writing to his/her principal within twenty (20) school days of the event on which the grievance is based and the initial grievance must be specific to include the exact article and section alleged to have been violated and statement of the circumstances of the incident which precipitated the grievance. The principal will answer said written grievance in writing within ten (10) school days. Any meeting with reference to the above shall be held during non-school hours.

3. LEVEL TWO

a. In the event that the grievance will not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the principal, the grievance shall be reduced to writing (including references to the principal's written answer to the grievance and reasons for disagreement with the principal's resolution of the grievance, which need not be elaborated but should be directly responsive to the issues at dispute) and referred to the Superintendent of Schools within ten (10) school days of the disposition under Level One.

b. The Superintendent shall represent the School Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, his/her designee will meet with the aggrieved employee in an effort to settle the grievance. The aggrieved employee will have the right to be represented by a member of the Association at this level. The Superintendent will answer the grievance in writing within ten (10) school days following said meeting.

c. If the subject matter of the grievance involves any action of the Superintendent or the building principal(s) pursuant to Chapter 71, Sections 38, 40, 41, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the aggrieved party within ten (10) days of the decision through the Association may initiate arbitration by giving written notice of its intention to the Superintendent.

4. LEVEL THREE

In the event that the grievance will not have been disposed of to the satisfaction of the aggrieved party at Level Two, and if the matter being grieved is subject to the authority of the Committee, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance will be referred in writing to the School Committee within ten (10) school days of disposition at Level Two. The appeal of the grievance will contain references to the written answer by the Superintendent of Schools with reasons why the Superintendent's resolution of the grievance was not accepted,

which need not be elaborate but should be directly responsive to the issues in dispute. At its next regular School Committee meeting, or at a special meeting called for the purpose of considering the grievance, the School Committee will meet with the aggrieved party and the Association in an effort to settle the grievance. Only grievances that do not involve personnel matters delineated in Section 3c may proceed to Level Three.

5. LEVEL FOUR - ARBITRATION

a. If the grievance involves a personnel matter defined in Section 3c and has not been disposed of under Level Two to the satisfaction of the aggrieved party, or if the grievance has not been disposed of under Level Three to the satisfaction of the aggrieved party, he/she may, through the Association, not later than ten (10) school days after the decision rendered at Level Two or Level Three as the case may be, initiate arbitration of the grievance by giving written notice to the Committee of this intention.

b. The Association and/or the Committee will submit the grievance to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the Arbitrator will be final and binding upon the parties. The cost of the services of the arbitrator(s), including the per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association, but each party will bear its own expenses for the presentation of the case.

c. Arbitrator's Decision:

(1) When the dispute is submitted to the arbitrator, as a result of the appeal of the grievance, the only items which the arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.

(2) The arbitrator selected shall confer promptly with the representatives of the Committee and the Association, shall review the records of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem requisite.

(3) The arbitrator's award will be in writing and will set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at a decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator will have no power to add to, subtract from or modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator will be submitted to the Committee and the Association and the teacher or group of teachers who initiated the grievance. The decision of the arbitrator will be implemented as soon as is reasonably possible.



## IV. COMPENSATION

### A. SALARY SCHEDULE

#### JULY 1, 2014 - JUNE 30, 2015 SALARY SCHEDULE 1

FY15 - 3.4% from Step to Step w/ Top step 1.5%

Column	1	2	3	4	5	6	7	8	9	10
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60	M+75	DOC.
A	44,804	46,250	47,693	49,134	50,589	52,027	53,478	54,197	55,656	56,384
B	46,327	47,823	49,315	50,805	52,309	53,796	55,296	56,040	57,548	58,301
C	47,902	49,449	50,992	52,532	54,088	55,625	57,176	57,945	59,505	60,283
D	49,531	51,130	52,725	54,318	55,927	57,516	59,120	59,915	61,528	62,333
E	51,215	52,868	54,518	56,165	57,828	59,472	61,131	61,952	63,620	64,452
F	52,956	54,666	56,372	58,075	59,794	61,494	63,209	64,058	65,783	66,644
G	54,757	56,525	58,288	60,049	61,827	63,585	65,358	66,236	68,019	68,910
H	56,618	58,446	60,270	62,091	63,929	65,747	67,580	68,489	70,332	71,253
I	58,543	60,434	62,319	64,202	66,103	67,982	69,878	70,817	72,723	73,675
J	60,534	62,488	64,438	66,385	68,350	70,293	72,254	73,225	75,196	76,180
K	62,592	64,613	66,629	68,642	70,674	72,683	74,710	75,715	77,753	78,770
L	64,720	66,810	68,895	70,976	73,077	75,155	77,251	78,289	80,396	81,448
M	66,921	69,081	71,237	73,389	75,562	77,710	79,877	80,951	83,130	84,218
N	69,196	71,430	73,659	75,884	78,131	80,352	82,593	83,703	85,956	87,081
O	70,234	72,501	74,764	77,022	79,303	81,557	83,832	84,959	87,245	88,387

#### JULY 1, 2014 - JUNE 30, 2015 SALARY SCHEDULE CONVERSION CHART – EXHIBIT 2

Lane	1	2	3	4	5	6	7	8	9	10
FY14-15	B	B+15	B+30*	M	M+15	M+30	M+45	M+60	M+75	DOC.
STEP										
1	A	A	A	A	B	B	B	B	C	C
2	A	B	B	B	C	C	C	D	D	D
3	C	C	C	D	D	D	D	E	E	E
4	D	E	E	E	E	F	F	F	F	F
5	F	F	F	F	G	G	G	G	G	G
6	G	G	G	G	H	H	H	H	H	H
7	H	H	I	I	I	I	I	I	I	I
8	I	J	J	J	J	J	J	J	J	J
9	K	K	K	K	K	K	K	K	K	K
10	L	L	L	L	L	L	L	L	L	L
11	M	M	M	M	M	M	M	M	M	M
12	O	O	O	O	O	O	O	O	O	O

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**JULY 1, 2014 - JUNE 30, 2015 SALARY SCHEDULE ONE TIME ADJUSTMENT**

Lane	1	2	3	4	5	6	7	8	9	10
FY14-15	B	B+15	B+30*	M	M+15	M+30	M+45	M+60	M+75	DOC.
STEP										
1			130	789		355	965	1,275	20	346
2	909	0	608	1,239	63	636	1,194		108	408
3		474	1,052		334	854	1,365		129	402
4	1,007		294	784	1,254		149	370	856	1,098
5		146	577	1,007			138	328	754	969
6	55	361	794	1,168			54	213	578	763
7	1,019	1,348			178	472	732	875	1,179	1,331
8	1,251				104	317	525	632	869	991
9						96	233	305	474	563
10	166	270	369	481	563	671	777	828	930	985
11	159	182	220	251	264	318	330	355	385	402
12	362	329	295	262	228	195	161	144	111	94

**JULY 1, 2015 - JUNE 30, 2016 SALARY SCHEDULE 2**

**FY15 - 3.4% from Step to Step w/ Top step 1.5%, 2%**

Column	1	2	3	4	5	6	7	8	9	10
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60	M+75	DOC.
A	44,804	46,250	47,693	49,134	50,589	52,027	53,478	54,917	55,656	56,384
B	46,327	47,823	49,315	50,805	52,309	53,796	55,296	56,040	57,548	58,301
C	47,902	49,449	50,992	52,532	54,088	55,625	57,176	57,945	59,505	60,283
D	49,531	51,130	52,725	54,318	55,927	57,516	59,120	59,915	61,528	62,333
E	51,215	52,868	54,518	56,165	57,828	59,472	61,131	61,952	63,620	64,452
F	52,956	54,666	56,372	58,075	59,794	61,494	63,209	64,058	65,783	66,644
G	54,757	56,525	58,288	60,049	61,827	63,585	65,358	66,236	68,019	68,910
H	56,618	58,446	60,270	62,091	63,929	65,747	67,580	68,489	70,332	71,253
I	58,543	60,434	62,319	64,202	66,103	67,982	69,878	70,817	72,723	73,675
J	60,534	62,488	64,438	66,385	68,350	70,293	72,254	73,225	75,196	76,180
K	62,592	64,613	66,629	68,642	70,674	72,683	74,710	75,715	77,753	78,770
L	64,720	66,810	68,895	70,976	73,077	75,155	77,251	78,289	80,396	81,448
M	66,921	69,081	71,237	73,389	75,562	77,710	79,877	80,951	83,130	84,218
N	69,196	71,430	73,659	75,884	78,131	80,352	82,593	83,703	85,956	87,081
O	70,234	72,501	74,764	77,022	79,303	81,557	83,832	84,959	87,245	88,387
P	71,639	73,951	76,259	78,563	80,889	83,188	85,509	86,658	88,990	90,155

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**JULY 1, 2016 - JUNE 30, 2017 SALARY SCHEDULE 3**

**FY15 - 3.4% from Step to Step w/ Top step 1.5%, 2%, 2%**

Column	1	2	3	4	5	6	7	8	9	10
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60	M+75	DOC.
B	46,327	47,823	49,315	50,805	52,309	53,796	55,296	56,040	57,548	58,301
C	47,902	49,449	50,992	52,532	54,088	55,625	57,176	57,945	59,505	60,283
D	49,531	51,130	52,725	54,318	55,927	57,516	59,120	59,915	61,528	62,333
E	51,215	52,868	54,518	56,165	57,828	59,472	61,131	61,952	63,620	64,452
F	52,956	54,666	56,372	58,075	59,794	61,494	63,209	64,058	65,783	66,644
G	54,757	56,525	58,288	60,049	61,827	63,585	65,358	66,236	68,019	68,910
H	56,618	58,446	60,270	62,091	63,929	65,747	67,580	68,489	70,332	71,253
I	58,543	60,434	62,319	64,202	66,103	67,982	69,878	70,817	72,723	73,675
J	60,534	62,488	64,438	66,385	68,350	70,293	72,254	73,225	75,196	76,180
K	62,592	64,613	66,629	68,642	70,674	72,683	74,710	75,715	77,753	78,770
L	64,720	66,810	68,895	70,976	73,077	75,155	77,251	78,289	80,396	81,448
M	66,921	69,081	71,237	73,389	75,562	77,710	79,877	80,951	83,130	84,218
N	69,196	71,430	73,659	75,884	78,131	80,352	82,593	83,703	85,956	87,081
O	70,234	72,501	74,764	77,022	79,303	81,557	83,832	84,959	87,245	88,387
P	71,639	73,951	76,259	78,563	80,889	83,188	85,509	86,658	88,990	90,155
Q	73,071	75,431	77,784	80,134	82,507	84,852	87,219	88,391	90,770	91,958

## FUTURE CONTRACT NEGOTIATIONS

Parties agree to reopen contract negotiations in December of 2015 for the purposes of negotiating a new three year contract

It is the intent of the parties to negotiate a future contract salary schedule continuing the concepts embodied in Salary Schedules 1, 2 and 3.

## SALARY SCHEDULE EFFECTIVE JUNE 30, 2017

If, on or before June 29, 2017, the parties do not reach an agreement on a salary schedule to be effective July 1, 2017, the following salary schedule shall be effective on June 30, 2017 and each teacher will be placed in the table three steps higher, to the extent possible than the step the teacher was on during the 2013-2014 work year. For example, if a teacher was in column 2 at step 4 in the 2013-2014 work year, she will be placed on step 7 Salary Schedule 4 on June 30, 2017. If a teacher was in Column 7 at step 11 at the 2013-2014 work year, she will be placed on step 12 on the Contingency Schedule see Appendix A on June 30, 2017.

## SCHOOL NURSES

School nurses shall progress on the teachers' salary schedule and be assigned steps/grades in the same manner as other teachers in the bargaining unit, except that school nurses shall not proceed beyond the Masters' Degree pay grade.

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## LONGEVITY

Effective the first day of the teacher work year. Teachers will be eligible to receive the following longevity payments based upon years of continuous service in Westborough. Payments will be made in the first pay period in December; the teacher must be on the payroll in December to receive the payment.

\$ 800	FOR 14 - 19 YEARS
\$ 1000	FOR 20 - 25 YEARS
\$ 1500	FOR 26 OR MORE YEARS

## SUPER LONGEVITY

Teachers may choose one of the following options:

During the fifteenth year of continuous service in the Westborough Public Schools, a teacher will be eligible to apply for an additional longevity payment in the sum of \$2000 annually over any three (3) year period OR during the twentieth year of continuous service in the Westborough Public Schools, a teacher will be eligible to apply for a longevity payment in the sum of \$3000 annually over any three (3) year period provided that:

- (1) The teacher shall request such payment in writing to the Superintendent no later than January 15<sup>th</sup> prior to the school year that the payment is to commence.
- (2) The amount shall be payable during the applicable three (3) years as part of the teacher's salary.
- (3) In the event that a teacher enrolled in this program retires before the three year sums are paid, the remaining monies will be dispersed as scheduled.
- (4) No unpaid monies will be paid to anyone who resigns or is terminated.
- (5) In the event of the death of a teacher who is enrolled in this longevity plan, any monies of the three (3) year total not dispersed will be paid to the teacher's estate.
- (6) The School Committee will allow at least 21 individuals to be in the program during any three year cycle.
- (7) If more people apply than the School Committee is willing to accept, seniority will be the determining factor.
- (8) Anyone who is not accepted into the program during the year that they apply, will be given first preference for acceptance the following year, regardless of seniority.

## B. CO-CURRICULAR AND EXTRA CURRICULAR ACTIVITIES

Any proposed co-curricular or extra curricular activity must be negotiated by the Committee and the Association prior to its implementation. A stipend committee consisting of 3 Association members and 3 members of the Administration/School Committee shall continue to exist and shall meet as required.

Longevity Clause: The following amounts will be added for coaches or advisors who have served continuously in the same sport or activity:

After 5 years - + \$100  
After 10 years - + 200  
After 15 years - + 300  
After 20 years - + 400  
After 25 years - + 500

The Extra-Curricular and Co-Curricular Stipends will appear in a separate agreement which shall include changes recommended by the Stipend Committee to the Association and the School Committee provided that such recommended change(s) has/have been approved by the Association and the School Committee.

#### C. SUPERVISORY POSITIONS

Department Heads and Team Leaders are appointed on an annual basis. The annual compensation of \$3230.00 for Department Heads, K-6 Team Leaders, Curriculum Coordinators, ELL Coordinators, and Special Education Team Chairs will be earned ratably throughout the work year and will be included in the employees' bi-weekly paychecks.

Curriculum Coordinators, ELL Coordinators, Special Education Team Chairs ( in Unit A), or any other secondary evaluators, will receive additional compensation of \$284 for each professional status teacher they formally evaluate in a given year and \$379 for each teacher not on professional status they formally evaluate in a given year. Payment for these written evaluations will be made in June of each year upon submission of the completed written evaluation to the Assistant Superintendent's Office. *\*\* See Memorandum of Agreement dated June 2012 attached to the end of this contract.*

#### D. SALARY CONDITIONS

1. a. On the first day of the 2014-2015 teacher work year, teachers will be placed on Salary Schedule 1 in accordance with the provisions in the Placement Table in the MOA dated May 2014. On the first day of the 2015-2016 teacher work year, teachers will progress to the next step from the step they occupied during the 2014-2015 work year. Teachers will progress on the first day of subsequent work years from step to step on the salary schedule for successful performance. The Committee reserves the right to withhold a step increment for cause.

b. Effective July 1, 2014, Column 3 "B +30" shall be closed and no employee may enter column 3 B + 30. Employees who were in Column "B +30" in the 2013-2014 work year shall be grandfathered in and can continue to progress through the steps in Column 3 "B +30". When there are no remaining employees in Column 3 "B +30", such column shall be removed from the Salary Schedule.

2. All courses for credit must receive prior approval by the Superintendent or a representative appointed by him/her.

3. Payroll payments: Teachers shall have two (2) options regarding payroll payments:

a. Twenty-one (21) equal payments (bi-weekly September-June).

- b. Total pay divided into twenty-six (26) installments with twenty-one (21) bi-weekly payments September - June and an additional lump sum payment of five installments with the last pay in the regular school year. Teachers who have overdrawn their sick leave during the last pay period shall have their lump sum check withheld. The amount due the teacher will be re-computed and paid at the next regular pay period.
- c. Teachers who desire to change their payment option must notify the Superintendent by August 1. If no option is selected, payment shall be made under Option b.
4. Payroll deductions: Teacher Association dues may be deducted from regular pay. It is stipulated that deduction can be twice per month and that the same type of deduction plan apply to all who intend to utilize this service. Deductions are authorized to a credit union designated by the Association.
5. A teacher resigning before the end of the school year will receive the balance due of 1/184 of the annual salary for each school day taught since the beginning of the school year.
6. Teachers who begin their services under contract after the opening of the school year will be paid 1/184 of the annual salary for each school day left until the end of the school year.
7. The Committee shall determine the annual increment to be paid to special teacher personnel over and above the base salary.
8. Effective July 2, 2010, all employees regardless of date of hire will have their salaries directly deposited into a bank account of their choosing.
9. The Committee will provide employees with detailed pay advisories.
10. All coaches and advisors will be paid in full at the conclusion of the activity except advisors with full year assignments.
11. Within the first week of school, all teachers shall receive written notification of their position, step, lane, total yearly salary, and position percentage. Any changes to the above will result in a written notice to the teacher within two weeks of said change. Teachers are required to notify administration of any discrepancies in the written notice within thirty (30) calendar days.

#### E. PART-TIME TEACHERS

1. Teachers who teach less than a full-time teaching schedule, as such schedules are established in Article VI, Sections G and H of this Contract, will receive all contractual benefits on a pro-rated basis based on the percentage of full-time teaching for which they are regularly scheduled except as provided for below.
2. Teachers who have a daily part-time assignment will earn sick and personal leave as stipulated in Article V., but a "day" will be understood to mean the teacher's regular scheduled part-time hours.

3. Teachers who are scheduled for fewer than 184 days will have annual sick and personal leave determined by dividing the number of days scheduled by 184 and multiplying the result times the appropriate number of days earned by full-time teachers.

4. Part time employees will attend a specific number of curriculum days (i.e. half-day and after school curriculum meetings) based on the percentage of their employment. The principal will determine which sessions they will attend.

5. Job share employees will equally share all the responsibilities required of the single position.

6. All job share and part time employees will attend open house, orientation and evening conferences.

#### F. GUIDANCE COUNSELORS AND SPECIAL EDUCATION TEAM CHAIRS

Guidance Counselors and Special Education Team Chairs may be required to work up to a maximum of ten (10) additional days. Up to five (5) of these days may be at the beginning of the school year and up to five (5) of these days may be at the end of the school year. Under ordinary circumstances, counselors will be notified on/or before April 15, if they are required to work at the end of the year and on/or before June 1, if they are required to work prior to the school year.

#### G. TRAVEL

Employees who are responsible for working with students at more than one **site** and are required to use his/her own vehicle for such travel will be reimbursed at the Town's current mileage reimbursement rate.

#### H. CAFETERIA PLAN

Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by it for its Employee Flexible spending programs. Such plans shall be in accordance with the federal tax code and related regulations for healthcare, childcare, and other expenses authorized by law.

#### I. WEA PRESIDENT

The WEA President shall receive five paid days of leave to conduct Association business and will be released from the following formally assigned non-teaching duties: hall duty, bus duty, recess duty, student dismissal duty, and detention duty.

### V. LEAVE

#### A. SICK LEAVE

1. All regularly employed teachers shall be granted sick leave with full pay cumulative to the number of teacher work days, for reasons of personal illness or for illness in their immediate family (immediate family means spouse, dependent children), or at the discretion of the

Superintendent of Schools. Teachers earn sick leave at a rate of ten (10) days for the first year of service in Westborough, eleven (11) days for the second year and twelve (12) days for the third year. Teachers earn sick leave at a rate of fifteen (15) days a contract year for their fourth and successive years of continuous service. Medical and dental appointments may be considered as sick leave at the teacher's option.

2. Teachers will have the sick leave to be earned in an academic year posted to their account as of the first day of the academic year. Beginning teachers must complete twenty (20) school days of service before being eligible to use posted sick leave. Teachers will earn sick leave at the rate of one day per month for the first year; 1.1 days per month for the second year; 1.2 days per month for the third year; 1.5 days per month for the fourth and successive years

3. In the event that a teacher terminates his/her service during the academic year, the sick leave will be recomputed according to the days of sick leave used in excess of the days earned. The excess sick leave days used will be deducted at the rate of 1/184 per day from the final pay.

4. In the event that a teacher is granted a leave of absence during the year, the teacher's sick leave will be recomputed and correctly posted to indicate only sick leave actually earned as of the date of the leave. If leave is overdrawn, the teacher will have 1/184 per day deducted from the final paycheck.

5. In the case of absence due to an industrial accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from Workers' Compensation. Such difference shall be deducted from sick leave. If the question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for the amount received from Workers' Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.

#### 6. SICK LEAVE BANK

a. The Committee agrees to establish a sick leave bank for the use of bargaining unit members who have exhausted their accumulated and annual sick leave days because of extended and serious illness (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through such continued illness.

b. Teachers not on professional status who are covered by this collective bargaining Agreement will be eligible to receive a maximum benefit of thirty (30) days from the bank.

c. At the beginning of the school year, each member of the bargaining unit will contribute one day to the bank. The contribution will be pro-rated for part-time bargaining unit members.



d. (1) The total accumulated sick leave in the leave bank shall not exceed 500 days at any one time.

(2) Teachers who have accumulated sick leave shall be assessed one (1) day each above and beyond any days given under Section c. in the event that the number of days in the sick leave bank falls below 50 during the school year.

e. These days set aside in the above bank will be used to provide those employees who have exhausted their sick leave because of the extended and serious illness with extended sick leave at full pay. Employees may draw from the bank as many additional sick leave days with full pay as may be necessary to make recovery from extended illness and return to work unless retirement or death occur.

f. Employees may receive benefits of the sick leave bank subject to the following rules:

(1) Application for benefits shall be in writing to the Superintendent of Schools accompanied by a doctor's certificate as to the need for extended recovery time from the illness. The doctor's certificate must also indicate the date by which the doctor anticipates the employee will be able to return to work.

(2) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.

(3) Sick days drawn from the bank shall be actual work days in which school was in session excluding weekend, holiday, school closings and vacation periods.

(4) Access to the bank may be barred because of the history of prior usage of annual and accumulated sick leave.

(5) No teacher shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time the teacher may apply for use of the sick leave bank and, if approved, the sick leave will be retroactive to the first day of this absence.

(6) In the event of disability, the sick leave bank benefits shall cease after 110 consecutive school days have been exhausted. Upon exhaustion of the 110 days, the teacher may reapply to the Sick Leave Bank up to an additional 30 days.

g. A four (4) member committee composed of two (2) members of the Association and two (2) members of the School Committee, or their designees, will administer the sick leave bank. In the event of a tie vote, the Sick Leave Bank Committee will agree upon a fifth person to break the tie. If the parties cannot agree, the Association and the Committee will draw lots to determine which party will select the tie breaker.

(1) The Sick Leave Committee will make every effort to convene within

twenty (20) school days from the date of a received application.

(2) The Sick Leave Bank Committee will have the power to validate the applicant's request, determine the sufficiency of the medical verification and the need for a specific number of days.

(a) The Sick Leave Bank Committee may require a second opinion from a qualified physician if the initial documentation is deemed inadequate.

(b) In the event that the two opinions conflict with one another, then the Sick Leave Bank Committee will select a third whose opinion will be final.

(c) The cost of the second and third opinions, if any, will be shared equally by the Association and the School Committee.

(3) Should the Sick Leave Bank Committee reject an application for benefits under subsection (1) without seeking a second opinion, the applicant may, at his/her own expense, appeal the decision by presenting a second opinion within sixty (60) days from a qualified physician from a list of physicians provided by the Sick Leave Bank Committee, subject to health plan constraints. This opinion will be binding on both the Sick Leave Bank Committee and the applicant.

(4) The Sick Leave Bank Committee will have the power to deny access to the bank because of prior use of accumulated sick leave. If a member's application is denied in whole or in part because of prior sick leave usage, he/she will have a right to appeal said denial directly to the Sick Leave Bank Committee. The individual will have the right to be accompanied by an Association representative of his/her choosing, and to meet with the Sick Leave Bank Committee to present his/her position, express his/her concerns, and /or present additional data.

(5) A grievance under this section may be processed and arbitrated only on the question of whether the Sick Leave Bank Committee followed the procedures.

h. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee will be entitled to and will accumulate individual sick leave on the same basis as all other employees per sick leave provisions elsewhere in the Contract.

i. Teachers may not utilize the sick leave bank for illness in their immediate family.

j. Teachers will NOT continue to earn annual sick leave while on sick leave through the sick leave bank.

k. Sick Leave Bank Benefits and Worker's Compensation

If a member receiving Sick Leave Bank benefits applies for Workers' Compensation and receives days which are later determined to have a portion thereof covered by Workers'

Compensation, the proportionate amount of each day the Sick Leave Bank has provided to cover time determined to be covered by the Workers' Compensation payment shall be restored to the Sick Leave Bank. Repayment to the Town will not exceed the Workers Compensation settlement or award or the total amount paid from the Sick Leave Bank.

7. SICK LEAVE BUY-BACK

- a. A unit member who voluntarily retires under the superannuation provisions of the Massachusetts General Laws after 15 years of service as an employee in the Westborough Public Schools may request that the Westborough Public Schools pay him/her at the rate of 25% of the daily rate for a substitute teacher in the Westborough Public Schools for each of his/her unused accumulated sick leave days up to a maximum of \$3,000. Such payment shall be referred to as the "Voluntary Retirement Payment" and shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the employee.
- b. To be eligible for such Voluntary Retirement Payment, such an employee must file a written request with the Superintendent of the Westborough Public Schools on or before December 1<sup>st</sup> of the fiscal year in which the employee intends to retire and must accompany such request with an irrevocable letter of resignation signed by the employee with the date of resignation the same as the date of anticipated retirement. If unforeseen circumstances exist which create a hardship for a teacher who has given such notice under this subsection, the Superintendent may, at his or her sole discretion and on a non-precedent setting basis, waive the irrevocability of the resignation. In the event a teacher retires without having given the written request for Voluntary Retirement Payment to the Superintendent on or before December 1<sup>st</sup>, a teacher may request a waiver of the December 1<sup>st</sup> requirement from the Superintendent of Schools. The Superintendent's decision on whether or not to grant the waiver and the Superintendent's decision on whether the sick leave buyback payment will occur in the fiscal year in which the teacher retires or the following fiscal year is final and not subject to the grievance and arbitration provisions of the collective bargaining agreement.
- c. On the date of resignation and anticipated retirement of such employee, the Director of Finance and Administration for the Westborough Public Schools or his/her designee shall certify the number of unused sick leave days the employee has accumulated and the then current daily rate for substitute teachers in the Westborough Public Schools.
- d. No Voluntary Retirement Payment shall be made or be due to any employee who does not retire on a voluntary superannuation retirement at the time of his/her separation from employment with the Westborough Public Schools. Such employee shall provide the Director of Finance and Administration with documentation substantiating such superannuation retirement. Employees who are terminated for just cause or who are otherwise involuntarily separated from the Westborough Public Schools shall not be eligible for the Voluntary Retirement Payment.
- e. The Voluntary Retirement Payment shall be in the form of a bonus and paid by a separate check at the next regular payroll of the Westborough Public Schools after the date of the

employee's separation from employment provided that the employee has provided the documentation required in subparagraph d. of this section 6 substantiating his/her superannuation retirement.

- f. Any Voluntary Retirement Payment made pursuant to this section 6 shall be in the form of a bonus and shall not be considered to be part of an employee's base salary for any purpose, including retirement pay.

#### B. FUNERAL LEAVE

In the event of each case of death in the immediate family of a teacher, he/she will be granted, at his/her request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, parent, brother or sister, relative living in the same household, grandparent, grandchild, parent-in-law, or individual who serves in the capacity of parent, spouse or child:

Five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, aunt, uncle or cousin:

One (1) day without loss of pay.

Additional funeral leave may be granted at the discretion of the Superintendent. An employee may elect to take one (1) additional day in a non-pay status or chargeable to available personal day leave at the employee's discretion.

Subject to necessary staffing, every reasonable effort will be made to facilitate faculty representation for the funeral of a colleague or the immediate family of a colleague without the loss of personal or sick time.

#### C. PERSONAL DAY LEAVE

1. Teachers who are absent for personal business will be entitled to a maximum of three (3) days' leave per year. These three (3) days per year will not be accumulated from year to year.

2. Personal business is defined as essential personal matters that cannot be cared for during non-working hours.

3. Notification for personal day leave must be submitted to the building principal three full school days in advance of the date requested, unless the emergency nature of such leave precludes this action (Monday for a Friday leave, etc).

4. Personal day leave may not be taken to extend a vacation on days immediately preceding or following regular school vacations, Thanksgiving break or summer break.

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5. Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

#### D. RELIGIOUS HOLY DAYS

Leave for the observance of religious holy days up to a maximum of two (2) days per school year will be allowed upon application, said leave not to be deducted from personal days leave or sick leave pay.

#### E. EDUCATIONAL LEAVE

Upon recommendation of the Superintendent of Schools, educational leaves may be granted for study to a member of the staff and faculty by the Committee subject to the following conditions:

1. The request for educational leave must be received by the Superintendent by 1 November of the school year proceeding the school year for which the educational leave is requested and action must be taken by 1 December of the same year.
2. The applicant shall have completed at least seven (7) years of full time service in Westborough by the time the leave is to begin.
3. Education leaves for professional staff members with less than seven (7) years of service in Westborough may be granted when it is the opinion of the Committee and the administration that great benefit to the Westborough School System will accrue if such leave is granted.
4. All decisions regarding the award of educational leave will be made upon thorough evaluation of the application considering:
  - (a) Educational value of the proposed study to the school system.
  - (b) The distribution of available educational leaves to the various areas of the Westborough School System.
5. Educational leave may be granted for a period up to one (1) academic year.
6. Staff members on educational leave will be paid at full salary for leave up to and including one-half year, and not less than one-half of their regular salary for leave of more than one-half year.
7. Prior to being granted educational leave, the staff member must sign an agreement with the Committee stating that he or she will return to his or her position in Westborough for two (2) academic years upon termination of such leave and that, in default of completing such service, he/she will refund to the Town of Westborough a sum equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the total amount of service agreed to be rendered.

## F. MATERNITY LEAVE

1. Pursuant to the Massachusetts General Laws Chapter 149, Section 105D, every female employee who has completed the initial probationary period of three (3) consecutive months is entitled to up to eight (8) weeks' leave for the purpose of giving birth, or for adopting a child, provided she gives at least two (2) weeks' notice of her expected departure and return dates. Such teacher is encouraged to provide the administration with as much prior notice as possible of her expected departure and return dates. Teachers who have completed one year of service may request a twelve (12) week Maternity Leave consistent with the Family and Medical Leave Act.
2. An employee intending to take a maternity leave of absence and who wishes to be eligible for a child rearing leave will notify the Superintendent of her approximate date of leave commencement and whether or not she anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Teachers are urged to give earlier notification, thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.
3. The pregnant teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require medical evidence of the teacher's ability to continue to work in the same manner that it may require medical evidence when questioning the health of a teacher in a non-maternity related situation.
4. During the disability periods due to pregnancy or childbirth, a teacher, upon a timely request for sick leave, is eligible to use sick leave to the extent of actual disability with documentation of a disability.
5. The teacher, upon completion of maternity leave, will be restored to the position she held when her leave commenced or to a substantially equivalent position, or will be granted a child rearing leave of absence in accordance with section G.

## G. CHILDREARING LEAVE OF ABSENCE

A teacher will be granted a childrearing leave of absence without pay upon application. A teacher may return to his/her teaching duties at the start of the following school year in September or the subsequent September if he/she notifies the Superintendent in writing on or before February 1 of the school year in which the childrearing leave commenced. The Superintendent will send the teacher a reminder letter by January 1. If both parents teach in the Westborough Public Schools, only one at a time may take leave under the terms of this Article.

## H. FAMILY AND MEDICAL LEAVE ACT

A teacher who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for birth, adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

## I. OTHER LEAVES

1. Leaves of absence with or without pay may be granted by the Committee.
2. Leaves of absence without pay for a period of up to two (2) years may be granted to pursue other interests or to pursue alternative careers. All requests for such leaves must be submitted in writing to the Superintendent thirty (30) school days in advance of taking said leave. Leaves must commence at the beginning of the school year or at the January semester. Notification of intent to return must be in writing to the Superintendent by the previous February 1st. The Superintendent will send the employee on such leave a reminder by January 1st.

## **VI. HOURS AND OTHER CONDITIONS OF EMPLOYMENT**

### A. TIME ON LEARNING

The superintendent will set time on learning as required by state law.

### B. (i) BEFORE SCHOOL DUTY

Teachers will report to school to assigned places fifteen (15) minutes prior to the start of the official school day. A reasonable number of teachers will be assigned early morning duty to supervise pupils on school premises (no earlier than twenty-five (25) minutes prior to the teacher's normal reporting time).

### B. (ii) AFTER SCHOOL DUTY

1. To fulfill professional duties, a reasonable amount of time in school is necessary after the pupils leave at the normal close of the school day. Consider forty-five (45) minutes as a guideline for the period of time a teacher remains after the regular close of the school day. Failure to meet professional responsibilities will be addressed in Article 8 (Supervision/Evaluation).
2. Coordination of meetings will be arranged by building principals and department heads or team leaders.

### C. EXTENDED PROFESSIONAL TIME

1. During the academic year Extended Professional Time (EPT) will be provided by administration to allow teachers time to engage in professional development, training, common planning, cross curriculum planning, special education consultations, team meetings, and conferences. A portion of this time can be used for mandatory trainings and trainings on district-wide initiatives.
  - a. There will be six (6) half days, four (4) of the half days will be extended by one (1) hour after the close of the regular school day. One additional half day will be provided for K-6 teachers for parent conferences.

- b. There will be three (3) two-hour Extended Professional Time (EPT) sessions per teacher work year.
  - c. There will be four (4) additional one hour (EPT) sessions on days when students will be dismissed one (1) hour early, provided the district meets time and learning minutes as required by DESE.
2. The Superintendent shall supply a tentative schedule of all EPT sessions for the academic year to all teachers by the first full week of school and an agenda will be provided to all teachers fourteen (14) days before each EPT session. At the end of the academic year, building principals will consult with their faculty for the professional development needs of their schools for the following year.
3. For K-6 teachers, there will be two (2) half days in October for conferences.
4. The administration may discuss curriculum matters during forty-five (45) minute monthly staff meetings as needed.
5. Building staff meetings shall begin promptly 15 minutes after the close of the school day.

#### D. EVENING MEETINGS

1. Teachers are to be at schools for a maximum of three (3) evening meetings during the academic year. At the building principal's discretion, if evening conferences are not needed at the building level, the time may be used for additional Extended Professional Time, scheduled after the normal school day.
2. Released time may be provided for elementary teachers during regular hours to allow for evening parent conferences. Said evening conferences in no way will exceed the three (3) evening meetings as stated in Paragraph #1 above.

(Understood to mean school-wide, not system-wide.)

#### E. TEACHER WORK YEAR

1. The work year for teachers is 184 days. All days will be scheduled between the Monday preceding Labor Day and June 30. The breakdown is as follows:
- 181 instructional days;
  - one (1) professional development day;
  - one (1) orientation day;
  - one (1) preK-6 day at the start of the teacher work year for classroom preparation
  - one (1) 7-12 day for classroom preparation/meetings at the start of the teacher work year
2. A one (1) day orientation for new teachers, department heads and team leaders will be held during the week preceding the opening of school.



#### F. DUTY FREE LUNCH

Teachers will have a duty-free lunch period of at least twenty two (22) minutes daily. All elementary teachers will be free from lunch duty in cafeterias except for the period of ten (10) days at the beginning of the school year and except in emergency situations.

#### G. ASSIGNMENTS FOR SECONDARY TEACHERS

1. Middle School - Teachers will be assigned a maximum of five (5) teaching periods per day, a minimum of one (1) preparation period per day and one (1) home base class per week. Teachers who are members of academic teams may be assigned up to five (5) team planning periods per week. Other assigned duties may include, but not be limited to, study/lunch duty, team meeting, study duty, skill center duty, and student related conferences.

Lunch supervision will be on a voluntary basis. Teachers who apply for said duty will receive \$8.00 per lunch period. Teachers may be assigned cafeteria duty in extraordinary situations.

##### 2. High School

- a. Senior High School teachers will be assigned a maximum of five (5) teaching periods and a minimum of one (1) preparation period each day. Teachers will not be required to perform lunch and study duty, except in extraordinary situations. Teachers who cover this duty will receive \$8.00 per lunch period.
- b. When a substitute cannot be obtained, teachers who are normally assigned four (4) periods each day may be assigned to substitute for one (1) additional period.
- c. Teachers will announce and distribute to their students posted hours during preparation periods during which they will be available for extra help.

3. Secondary specialists, such as art, music, physical education teachers, and special education teachers will be scheduled so that their average weekly schedule will be comparable with sub-paragraphs 1 and 2 above.

4. Secondary teachers who teach classes which do not meet every day may, on occasion, be scheduled to teach six (6) classes on a given day, but their weekly average will be comparable with sub-paragraphs 1 and 2 above.

5. Teachers of advanced placement classes and department heads may be assigned five (5) classes. In making any assignment of a fifth class to a High School department head, the principal shall consider the size and scope of the department.

#### H. ASSIGNMENTS FOR ELEMENTARY TEACHERS

1. Elementary teachers will not be expected to teach art, music or physical education (replacing teachers who are certified in these areas) or cover classes in these areas, but may use these four (4) periods as their preparation periods.

2. Elementary specialists, such as art, music, physical education and special needs teachers will be scheduled so that they will have the equivalent of four (4) preparation periods a week.

3. Every effort will be made to continue to provide five (5) preparation periods per week for all elementary teachers and to continue to consolidate time blocks for preparation time for the elementary specialists. In the event that a specialist is not available and a substitute teacher is not available, a comparable preparation period will be provided to the classroom teacher within the next ten school days.

4. Lunch supervision will be on a voluntary basis. Teachers who apply for said duty will receive \$8.00 per lunch period. Teachers may be assigned cafeteria duty in extraordinary situations.

5. On half-days of school, teachers who are assigned to half-day kindergarten will have their classes released on the same schedule as full-day kindergarten and other elementary teachers.

#### I. ASSIGNMENTS FOR SUPPORT STAFF

1. At the request of the principal, Guidance Counselors, Special Education Team Chairs, Occupational Therapists, Physical Therapists, Speech Language Pathologists, BCBA's, and Psychologists may occasionally need to meet during times in which school is not in session. The scheduling of time will not exceed the number of contractual hours required to work on a typical day. Ample notice and compensatory time will be given to the staff member prior to the scheduled meeting request.

2. At the initiation of the support staff member (Guidance Counselors, Special Education Team Chairs, Occupational Therapists, Physical Therapists, Speech Language Pathologists, BCBA's and Psychologists) and agreed upon with the principal, support staff members may volunteer to provide student support services during times in which school is not in session. The scheduling of time will not exceed the number of contractual hours required to work on a typical day. Ample notice and compensatory time will be given to the staff member prior to the scheduled service delivery request.

#### J. VACANCIES

1. The Superintendent shall post on the district's website and electronically notify staff and shall send to the Association President by email at least two days in advance of such posting notices of all vacancies which the School District intends to fill.

2. Such notices will include a job description, salary range, and the closing date of applications.

3. Except in emergency cases, no vacancy will be filled until such vacancy shall have been posted for seven (7) school days. Vacancies during the summer vacation period will be posted for seven (7) business days, after notice has been electronically sent to the Association president.

4. Any teacher certified in the area of a vacancy who applies in writing shall be given consideration and interviewed by the appropriate supervisor or administrator designated by the Superintendent of Schools.

5. When the Committee creates a new bargaining unit position, it will fulfill its bargaining obligation in accordance with M.G.L. Chapter 150E.

#### K. EXISTING GENERAL WORKING CONDITIONS

1. All other existing general working conditions will be considered a part of this Contract.
2. No substantial changes will be made without involvement with the Association.

#### L. TUITION FOR DEPENDENTS

Any child of a teacher employed by the Westborough school system may attend the Westborough Public Schools at no cost to the teacher provided that the cost to Westborough does not exceed the average per pupil cost per grade. In the event that the Committee accepts the "School Choice Law" or the "School Choice Law" is modified in a way that negatively impacts this provision, the parties agree to renegotiate this provision. In the event that this provision is determined to conflict with any state or federal statute or regulation, this Section will automatically be removed from the collective bargaining agreement. Once a child is accepted, the child and future siblings shall be allowed to attend school through grade 12 subject to exclusions provided by the student handbook, and provided the child's parent remains a teacher employed by the Westborough Public Schools.

Beginning the 2014-2015 school year the following criteria applies:

1. The teacher must be a full time employee.
2. Availability of space is determined by the superintendent.
3. If more students apply than there are available spaces a lottery will take place.

#### M. TUITION REIMBURSEMENT

All teachers will be entitled to be reimbursed an amount not to exceed \$625 for approved graduate courses, professional development conferences/workshops, or continuing education units needed for a professional license. If the amount requested exceeds \$70,000, reimbursement shall be pro-rated on the basis of credits or CEUs so the cap is not exceeded. If the total requested does not exceed \$70,000, the balance shall be prorated among those who have applied for reimbursement for a second course or program.

Members may submit multiple receipts from approved courses/conferences/workshops. These receipts, in total, will be considered the same as one graduate course and will be reimbursed in accordance with the terms of the above paragraph.

Members holding additional professional licenses will be permitted to apply for tuition reimbursement in order to maintain the additional licenses.

The district shall attempt to provide in-service classes necessary for re-certification for all teachers, including new mandates from DESE. Those members whose areas of certification are

not provided for in the district's professional development offerings shall be allowed to pursue PDPs at conferences in the same manner as those who require CEs/CEUs.

#### N. SCHOOL HEALTH AND SAFETY

The Teacher Handbook at each school will contain the School Committee's policies on Staff Protection, Staff Health and Safety, and Safety Program. Members of the Administration, staff and School Committee will meet at least once each year to review the policies and make recommendations for any changes.

#### O. JOINT LABOR MANAGEMENT COMMITTEE

A joint labor management committee shall be established. The committee shall consist of (8) members, four (4) selected by the president of the Association and four (4) selected by the chair of the School Committee. The committee will meet monthly during the school year to discuss matters of mutual concern.

#### P. SCHOOL ASSIGNMENT

Prior to June 1, teachers will be notified of their tentative program for the following year, including the school assignment and grade level.

#### Q. TRANSFERS

##### 1. Voluntary Transfers

- a. Teachers who desire a change in grade and/or subject assignments or who wish to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1, unless the position in which the teacher is interested becomes vacant subsequent to March 1. In the latter case, the statement must be filed within ten (10) school days of the vacancy.
- b. If the statement is filed by March 1, the Superintendent shall notify the teacher as to the disposition of the request no later than June 1. If the statement is filed after March 1, the Superintendent shall notify the teacher as soon thereafter as practicable.
- c. If a change in staffing assignments is anticipated in a particular building due to enrollment variations for the upcoming school year, the Superintendent or his/her designee will make a good faith effort to inform staff in that school throughout the process to allow teachers to consider a change in assignment.
- d. Voluntary transfer opportunities shall be posted as stated in Section J.1.

##### 2. Involuntary Transfers

When the Superintendent determines that an involuntary transfer is necessary, and that it is in the best interest of the students, the Superintendent will meet with the teacher and the WEA/MTA representative to explain the reason(s) at least 10 school days prior to said

transfer if an emergency situation arises during the school year, or before June 1st if the transfer is effective for the following school year.

## **VII. REDUCTION IN FORCE**

### **A. GENERAL PROCEDURE**

1. If for any reason the Committee deems it necessary to reduce staff in accordance with a decline in enrollment, reorganization, budget limitations, or as other circumstances may warrant, the following procedures will be followed:

a. In the event a reduction in the number of professional status teachers is deemed warranted by the Committee and such reduction cannot be effected through the normal attrition process, the provisions in this Article will be applied to determine which professional status teachers are to be laid off.

b. In the event of a reduction in force, the rights of teachers not on professional status will be limited to those provided by statute unless specifically and expressly provided by this Article.

2. Professional status teachers will be laid off according to the procedure below:

a. The least senior teacher in the affected discipline will be laid off first.

b. Additional layoffs within the same discipline will be in inverse order of seniority.

c. Exceptions to the above may be made when it can be demonstrated that the performance of a senior teacher in the affected discipline is less than satisfactory and/or that the junior teacher must be retained to preserve an existing program.

d. Once it is determined by the Committee to reduce a full-time position to part-time position, a job description will be posted and volunteers will be sought to transfer into the part-time position.

(1) If no qualified volunteer is transferred to the newly created part-time position, the Reduction-In-Force procedure outlined in this section will be implemented.

(2) A teacher so reduced, or done so voluntarily, to part-time status will retain all professional status and seniority rights and will continue to earn seniority in accordance with this Article.

(3) A teacher whose hours are reduced, whether voluntarily or through a Reduction-in-Force, will have the option to be restored to full-time status whenever a position becomes available.

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3. For the purpose of this Article, the discipline is defined as the current certificate held under which the teacher is currently working. Certificate categories are defined by the Department of Education.

4. Seniority

a. Seniority in discipline will mean length of continuous service in a professional capacity in the Westborough Public Schools, such service computed in years, months, and days. Service is deemed to start on the first day professional duties are performed in the Westborough Public Schools. A teacher will be listed on the seniority list of the discipline in which he/she is currently teaching a majority of the time if it becomes necessary to reduce the force of professional status teachers in a particular discipline. Ties in length of service shall be resolved by the date of hire letters. In the event that the dates of hire letters are identical, the tie shall be resolved by comparing the teachers' Social Security numbers. The teacher whose Social Security number has the higher numerical value shall be deemed to be more senior.

b. A professional status teacher who is to be laid off in a particular discipline and is qualified to teach in another discipline will be placed in the second discipline for the purpose of determining if he/she or another teacher from the discipline is to be laid off. In making a determination of "qualified" pursuant to this Article, the Committee shall consider:

- (1) certification;
- (2) major and minor fields of concentration;
- (3) teaching experience in Westborough in the discipline;
- (4) teaching experience outside the system in the discipline;
- (5) related experience in business and industry;
- (6) professional development experience in the discipline within the past five years.

c. An unpaid leave of absence approved by the Committee for a teacher will not be deemed to constitute a break in service; however, time spent in such status will not be included in the computations of the total length of service if it exceeds twenty (20) school days in any school year.

B. SENIORITY LIST

A list specifying the seniority of each employee shall be prepared by the Superintendent, and 6 copies will be forwarded to the President of the Association by October 15. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written. Final copies will be sent to each school.

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### C. NOTIFICATION

Employees to be dismissed under the provision of this Article will be notified of such in writing no later than May 15 of the school year preceding the school year in which the reduction is to be effective.

### D. RECALL

1. A professional status teacher laid off under this Article shall have recall rights for a two (2) year period commencing on 1 July following the last school year he/she taught before being laid off. During the recall period, the laid off employee will have preference for any vacancy or new position for which he/she is eligible in accordance with the experience criteria established in paragraph A.4. above.

a. A laid off employee will be given priority on the substitute list during said recall period if the teacher has so requested in writing to the Superintendent.

2. A teacher to be recalled shall be so notified at the last address on file with the Superintendent by registered or certified mail and a copy of such notice will be forwarded to the president of the Association. If the teacher fails to respond affirmatively to the recall within two (2) weeks of the date of mailing of the notice, the teacher will forfeit all recall rights under this Article.

3. A teacher recalled under this Article will be given full credit for prior service in the Westborough Public School where length of service in the discipline is being computed. However, time spent awaiting recall while not employed by the Committee will not be included in the computation. Placement on the salary schedule shall be done in a manner consistent with the conditions of the previous sentence. Sick leave benefits and professional status to which an employee was entitled at the time of layoff will be restored in full upon recall.

4. During the first year of the recall period, teachers will be entitled to retain membership in group life and medical insurance plans of the Town of Westborough provided that the teacher pays 100% of the premium cost (no part of the premiums to be paid by the Committee or the Town of Westborough) and providing that the applicable carrier allows such inclusion. If the teacher forfeits recall rights as specified in Section D.2. of this Article, then the insurance coverage under this paragraph is also forfeited.

5. In recognition of the fact that a layoff is treated as an involuntary leave of absence without pay with recall rights under this Article, a teacher who accepts such leave in lieu of dismissal agrees, in writing, not to exercise any present rights that they may have pursuant to General Laws, Chapter 71, Section 42.

### E. ADMINISTRATIVE RIGHTS

Administrators will be credited in seniority computations with all service in a teaching capacity in the Westborough Public Schools.

## F. GRIEVANCE AND ARBITRATION

Dismissal of a professional status teacher under A.1. and 2. and determination of qualifications under A.4.b.(1) of this Article will not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of (1) whether the Committee considered the criteria of Section A.2. and/or A.4.b. of this Article and (2) whether the decision of the Committee was predicated upon the aforementioned criteria. In the event the arbitrator finds that the Committee considered the aforementioned criteria and that the decision of the Committee was predicated upon said criteria, the grievance will be dismissed. In the event the arbitrator finds that the Committee did not look at the aforementioned criteria or that the decision of the Committee was not predicated upon said criteria, the sole remedy available to the arbitrator will be to refer the case back to the Committee for consideration in accordance with this Article. The arbitrator will not under any circumstances substitute his/her judgment for that of the Committee.

## VIII. TEACHER EVALUATION

The employees under this contract shall be evaluated in accordance with the procedures in the most current agreement between Westborough Education Association and Westborough School Committee on teacher evaluation, with procedures dated July 1, 2012-June 30, 2014 as such may be amended from time to time in writing by the parties.

### A. EVALUATION REVIEW COMMITTEE

An Evaluation Review Committee consisting of 12 members (one teacher from each school appointed by the WEA President; 3 principals and 3 administrators appointed by the Superintendent and co-chaired by a WEA and administration appointee) will meet at least once a year to review and make recommendations for revising our procedures to the WEA and School Committee. Both bodies must approve any changes in the procedures.

### B. REOPENER FOR DESE REGULATIONS

Parties agree to reopen Article VIII: Teacher Evaluation to address any changes necessary or desirable as a result of new evaluation regulations from the DESE.

## IX. SMOKE-FREE SCHOOLS

Effective September 1, 1994, the Westborough Schools will be smoke-free.

## X. AGENCY SERVICE FEE

A. Commencing on September 1, 1996, all employees who are members of the bargaining unit 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. 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 except that in no case shall the fee be greater than the annual combined dues of the Westborough Education Association, the Massachusetts Teachers' Association and the National Education Association.



B. The collection of the fee shall be solely the responsibility of the Association, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.

C. Any Unit member who chooses not to join the Association or pay the Agency Service Fee will contribute to the Westborough Teachers Association Scholarship fund an amount equal to 90% of the NEA, MTA and WEA dues for that school year. If payment is not received by January 31<sup>st</sup> the individual loses the right to exercise that option and must pay full dues or the Agency Service Fee.

D. The sole remedy available to the Association to enforce payment of the 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 service fee. The Association will not institute or process any agency service fee collection procedure against teachers who work less than half time.

E. The Association shall save harmless and indemnify the Committee from any damages and legal fees arising out of compliance with this provision, provided that the Committee will agree to an attorney selected by the Association to represent the Committee against any and all claims made and against any lawsuit initiated against the Committee on account of this provision. Failure of the Committee or its agents to cooperate with the Association or its attorney shall relieve the Association of any obligation under this section.

## **XI. DURATION**

A. This contract shall remain in force until 30 June 2017 and the signature of the current President of the Association and the current Chairman of the Committee will appear on said contract, with the date that the contract is signed. It may be amended by the agreement of the same parties who have been identified in the RECOGNITION CLAUSE of this contract. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties will have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.

B. This contract is a complete contract between the parties covering all subjects of bargaining for the term hereof. The Committee shall not be under any obligation to negotiate with the Association any modifications or additions to this contract which are to become effective during the term hereof.

C. In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this contract.

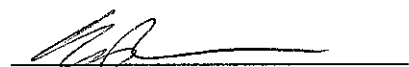
## **XII. SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees will be found to be contrary to law or regulations, then such provision or

application will not be deemed valid and subsisting, except to the extent permitted by law or regulations, but all other provisions or applications will continue in full force and effect.

Agreed to this 16<sup>th</sup> day of September 2014.

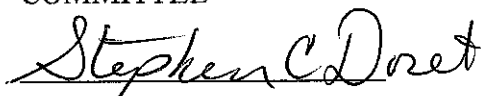
WESTBOROUGH EDUCATION  
ASSOCIATION



William G. Parsons, President

Virginia Erwin  
Megan Gerstenzang  
Colleen Gormley  
Eileen Harvey

WESTBOROUGH SCHOOL  
COMMITTEE



Stephen Doret, Chairperson

Jody Hensley  
Ilyse Levine Kanji  
Nicole D. Sullivan  
George Thompson

#### CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES STIPEND LISTING

The Co-Curricular and Extra-Curricular Stipends will appear in a separate agreement which shall include changes recommended by the Stipend Committee to the Association and the School Committee provided that such recommended change(s) has/have been approved by the Association and the School Committee.

**APPENDIX A**  
**JUNE 30, 2017 SALARY SCHEDULE**

**COLA 2.45%**

Column	1	2	3	4	5	6	7	8	9	10
Step	B	B+15	B+30	M	M+15	M+30	M+45	M+60	M+75	DOC.
1	44,064	45,399	47,560	49,712	51,885	54,043	56,205	57,285	59,549	60,680
2	45,399	47,560	49,712	51,885	54,043	56,205	58,366	59,450	61,712	62,844
3	47,560	49,712	51,885	54,043	56,205	58,366	60,533	61,611	63,877	65,009
4	50,342	52,531	54,721	56,910	59,095	61,283	63,476	64,572	66,837	67,967
5	52,531	54,721	56,910	59,095	61,283	63,476	65,666	66,761	69,024	70,157
6	54,721	56,845	59,095	61,283	63,476	65,666	67,857	68,951	71,213	72,346
7	57,615	59,825	62,046	64,257	66,471	68,697	70,906	72,014	74,278	75,409
8	59,825	62,046	64,257	66,471	68,697	70,906	73,128	74,232	76,494	77,627
9	62,046	64,257	66,471	68,697	70,906	73,128	75,345	76,448	78,709	79,842
10	65,041	67,289	69,527	71,773	74,010	76,249	78,505	79,621	81,884	83,018
11	67,289	69,526	71,773	74,010	76,249	78,505	80,738	81,864	84,127	85,259
12	70,891	73,180	75,464	77,743	80,045	82,321	84,617	85,754	88,062	89,214

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE WESTBOROUGH SCHOOL COMMITTEE**  
**AND THE WESTBOROUGH EDUCATION ASSOCIATION**  
**MTA/NEA UNIT A (Teachers)**

**June 2012**

As a result of the new requirement set forth by the Massachusetts Department of Elementary and Secondary Education ("DESE") relating to the Supervision and Evaluation of teachers, the School Committee and Westborough Education Association, collectively referred to as the "Parties", have negotiated an amendment to SECTION C (SUPERVISORY POSITIONS) of Article IV in their 2011-2014 CBA.

The Parties agree to the following:

1. Effective with the start of the 2012-2013 teacher work year, Section C (SUPERVISORY POSITIONS) in Article IV (Compensation) shall be replaced with the following revised Section C:

**C. SUPERVISORY POSITIONS**

Department Heads and Team Leaders are appointed on an annual basis. The annual compensation of \$3166.00 for Department Heads, K-6 Team Leaders, Curriculum Coordinators, ELL Coordinators, and Special Education Team Chairs who were appointed to such Special Education Team Chair position on or before June 30, 2011 will be earned ratably throughout the work year, will be included in the employees' bi-weekly paychecks, and is prorated for work of less than a full work year.

Each Department Head, K-6 Team Leader, Curriculum Coordinator, ELL Coordinator, Special Education Team Chair who was appointed to such Special Education Team Chair position on or before June 30, 2011 will receive additional compensation of \$284 for each professional status teacher assigned to such employee's department/team and \$379 for each teacher without professional teacher status assigned to such employee's department/team in a work year. Such pay will be earned ratably throughout the work year, will be included in the employee's bi-weekly paychecks, and is prorated for work of less than a full work year.

2. The Parties agree that each Department Head, K-6 Team Leader, Curriculum Coordinator, ELL Coordinator, and Special Education Team Chair who was appointed to such Special Education Team Chair position on or before June 30, 2011, in addition to performing duties as a Department Head, K-6 Team Leader, Curriculum Coordinator, ELL Coordinator, or Special Education Team Chair, shall be required to coach teachers assigned to such employee's department/team and assist teachers and departments/teams in setting team goals.

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3. This 2012 MOA was ratified by the Westborough Education Association, Unit A (teachers) and approved by the Westborough School Committee in June 2012.

Signed this 7<sup>th</sup> day of August 2012.

Westborough School Committee, Chair

Step Z. Lay:

Westborough Education Association, President

[Signature]