

**AGREEMENT**

**Between**

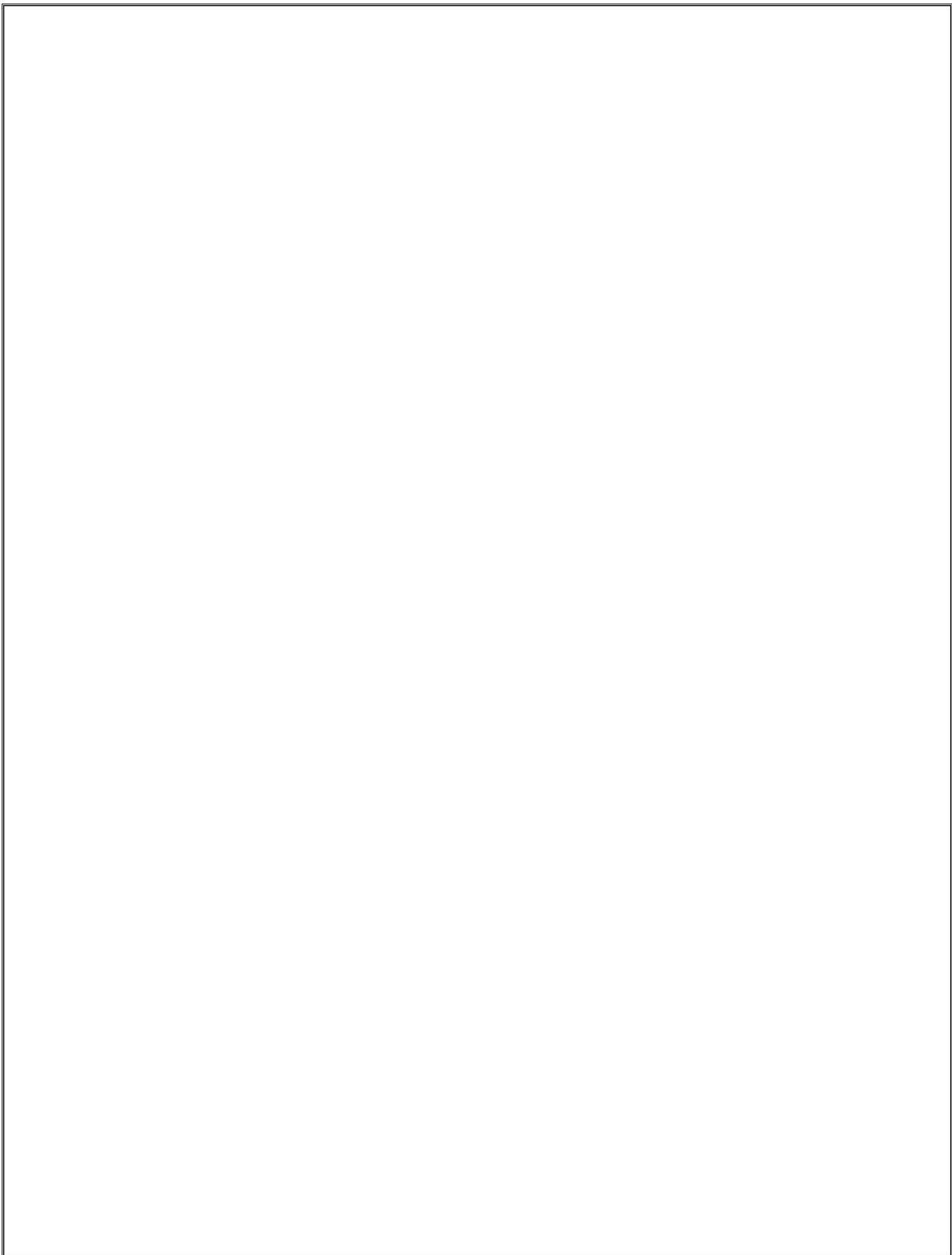
**FOXBOROUGH SCHOOL COMMITTEE**

**and**

**FOXBOROUGH EDUCATION ASSOCIATION**

**(Professionals)**

**SEPTEMBER 1, 2019 – AUGUST 31, 2022**



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The Foxborough School Committee (the Committee) and the Foxborough Education Association (the Association) hereby agree to a new collective bargaining agreement to be in effect from September 1, 2019 through August 31, 2022. Except as modified in this Memorandum, the terms and conditions of the prior agreement will be carried forward into the successor agreement.

## ARTICLE I

### PREAMBLE

Section 1. Recognizing that the prime purpose of the Committee and the employees represented by the Association is to provide education and services of the highest possible quality for the children of Foxborough, and that good morale within the Foxborough School District is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

a. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion.

b. The Committee has the responsibility for establishing policies for the administration and management of the schools.

c. The Superintendent of Schools (hereinafter, the "Superintendent"), as the chief executive officer of the School District, has the responsibility for managing the school system and implementing the policies established by the Committee.

d. The said employees have responsibility for providing education and services of the highest possible quality.

e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and the free exchange of views and information between the Committee, the Superintendent and said employees in the formulation and application of policies relating to wages, hours and other conditions of employment.

**ARTICLE II**  
**RECOGNITION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Committee recognizes the Association, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions thereunder, as the exclusive bargaining agent and representative of all professional employees, including school nurses, teachers, guidance counselors, speech and language therapists, social workers, behavior therapists, occupational therapists, and physical therapists, employed by the Committee, except the Superintendent of Schools, Assistant Superintendent of Schools, School Business Administrator, Principals, Assistant Principals, Director of Special Education, Director of Technology, Supervisor of Food Services, all Coordinators, Athletic Director and Substitute Teachers. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of said Chapter 150E.

**ARTICLE III**  
**NEGOTIATING PROCEDURES**

For the purposes of collective bargaining, the designated representative or representatives of the Committee and the designated representative or representatives of the Association shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment and shall execute a written contract incorporating any agreement reached. Negotiating meetings shall not be held during a school day unless mutually agreed upon by the parties.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section 1. The purpose of this procedure is to produce prompt and equitable solutions to grievances, as hereinafter defined, which may from time to time arise with respect to the terms and provisions of this Agreement.

Section 2. Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting his/her grievance to the Superintendent and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its views and that any adjustments made shall not be inconsistent with the terms of this Agreement.

Section 3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. The dismissal, suspension or demotion of an employee shall not be subject to the grievance procedure but shall be subject to the specific procedures set forth in Chapter 71 of the General Laws for the taking of such actions.

Section 4. Grievances, except as otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Informal

(1) A grievant(s) shall initiate the grievance procedure of this Article by notifying his/her immediate supervisor (Principal or Director of Special Education) in writing that he/she would like to meet in an attempt to resolve a problem before it becomes a formal grievance. Said notice need not be in the form of a grievance as hereinbefore defined. Said notice shall be made within ten (10) school days next following the occurrence of the problem or the date of first knowledge of its occurrence by an employee affected by it.

(2) Within three (3) school days after receipt of such a notice, the immediate supervisor or his/her designee shall meet with the grievant and attempt to resolve the problem.

(3) If within seven (7) school days after such meeting, the grievant and the immediate supervisor or his/her designee have failed to agree upon a resolution of the problem, or upon failure of the immediate supervisor or his/her designee to hold a meeting within three (3) school days after receipt of said notice, the grievant may elect to proceed to the next level.

b. Level One

(1) The aggrieved employee or the Association shall present the grievance in writing to his/her immediate supervisor (Principal or Director of Special Education) within twelve (12) school days after the informal meeting with the immediate supervisor or, if no meeting was held, within five (5) school days after the deadline for holding said meeting. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired.

(2) Within ten (10) school days after receipt of the written grievance, the Principal or the Director of Special Education shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Principal or the Director of Special Education shall, within ten (10) school days after the conclusion of said meeting, advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

c. Level Two

(1) If at the end of the twenty (20) school days following receipt by the Principal or Director of Special Education of the written grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit the grievance in writing to the Superintendent.

(2) Within ten (10) school days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Superintendent shall, within ten (10) school days after the conclusion of said meeting advise, the aggrieved employee and the Association in writing of her/his decision concerning the grievance.

d. Level Three

(1) If at the end of the twenty (20) school days following receipt by the Superintendent of the written grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit the grievance in writing to the Committee.

(2) Within ten (10) school days after the receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Committee shall within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

e. Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after said meeting with the Committee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision at Level Three or within twenty (20) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case, the following procedure will be followed:

(1) The Association shall forthwith submit the grievance to the American Arbitration Association. Such grievance may also be submitted to the Board of Conciliation and Arbitration for mediation and, if mutually agreed, for arbitration. The grievance will be disposed of in accordance with the applicable rules of said Association or Board, as the case may be.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the issue or issues submitted. The arbitrator shall only have the power to interpret what the parties to this Agreement intended by the specific clause or clauses in the Agreement which are at issue. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish salaries or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Section 5. If, in the judgment of the Association a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at

Level Two as set forth above. Such grievance shall be presented at Level Two within twenty (20) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 6. Any grievance which is not initially presented or which is not thereafter submitted to the next level of the grievance procedure within the time limits specified above shall be deemed to have been waived.

Section 7. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Superintendent and the Association.

Section 8. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

## **ARTICLE V**

### **SALARIES**

Section 1. The compensation of each employee for his/her work year, as herein defined, shall be determined by the Superintendent in accordance with the provisions of this Agreement and the salary schedules and the schedule of supplementary compensation set forth in Appendix A and in Appendix B which are attached hereto and made a part hereof.

Section 2. Effective 9/1/19 nurses will be eligible to be placed up to the full allowance of the Salary Scale up to and including the Masters 15 column, hereafter referred to as the Base Salary Schedule.

Section 3. An employee appointed without any teaching experience or without any equivalent experience in employment in a field related to his/her teaching assignment shall be paid at the minimum step of the salary schedule, except as follows:

- a. An employee, who has completed a minimum of twelve (12) months and not more than eighteen (18) months of active service in the armed forces of the

United States, the Peace Corps, Vista or the Job Corps shall be credited with one (1) year of teaching experience.

- b. An employee, who has completed more than eighteen (18) months of the type of service described in paragraph a. above, shall be credited with two (2) years of teaching experience.

Section 4. A teacher appointed with prior public school teaching experience and/or prior private school teaching experience and/or with equivalent employment experience in a field related to his/her teaching assignment shall be credited with all years of such teaching experience and with the number of years of said equivalent experience as indicated in this Section.

- a. Teachers appointed with six (6) years or less of prior public school teaching experience shall be credited with all years of such teaching experience. Teachers appointed with more than six (6) years of prior public school teaching experience shall be credited with at least six (6) years of such teaching experience.

b. A teacher appointed with prior private school teaching experience will receive at least the following credit on the salary schedule:

0 - 2 years' experience	-	at least Step 1
3 - 5 years' experience	-	at least Step 2
6 - 8 years' experience	-	at least Step 3
9 - 12 yrs.' experience	-	at least Step 4
More than 12 yrs. exp.	-	at least Step 4

- c. A teacher appointed with equivalent employment experience in a field related to his/her teaching assignment shall be credited with the number of years of said equivalent employment experience as the Superintendent shall determine.
- d. Teachers shall be placed at the proper step on the salary schedule as indicated in this Article, provided, however, that the Superintendent shall have the discretion to place any teacher on a higher step but not on a lower step than indicated in paragraphs b and c of this Section.

Section 5. Each employee as of the beginning of each school year in September shall receive step increments successively to the next higher rate within his/her salary schedule, subject to the following conditions:

- a. That he/she has worked at least ninety-one (91) days during the preceding school year in the Foxborough school system. All days in which an employee is in a pay status shall be considered as days worked.
- b. That his/her work performance during the preceding school year shall have been at least proficient. An employee whose performance is considered unsatisfactory will be so notified, in writing, no later than June 1 of said school year. If, at the end of the next cycle year, said employee does not subsequently improve his/her performance to a proficient level based on evidence corresponding with the Educator's Directed Growth Plan or Improvement Plan, he/she shall be notified, in writing, no later than June 1 of said school year that his/her step increment will be withheld.
- c. That he/she shall acquire during each five (5) year period of his/her employment six (6) semester hour credits by attendance at courses approved in advance by the Superintendent.

Section 6. Each employee who completes the required education set forth below for placement on one of the salary schedules established for employees with education beyond the Bachelor's Degree and who gives the Superintendent written notice no later than 3:00 PM on January 15th of such completion (or anticipated completion by September 1st) shall, as of the beginning of his/her work year, be placed on the corresponding degree column with a maximum increment of one step of the salary schedule for which he/she has become eligible. Prior to the start of every school year, Administration will send a letter to all employees denoting upcoming salary step and lane. If an employee does not receive the notification, or if he/she believes any errors exist in the notification, he/she must inform Administration, in writing, within four weeks of receipt of the notification. Administration will then review and correct any errors. Failure on the part of the employee to inform Administration of any errors or omissions as required above, will result in no liability for underpayments on the part of the Administration (however, the error would be corrected going forward from the point when Administration was made aware of it). Lateral movement on the salary schedule required by additional courses or degrees will only be implemented at the beginning of

each school year.

- a. An employee, to be placed on the Bachelor's plus 15 salary schedule must have earned a total of fifteen (15) credits after the attainment of his/her Bachelor's degree.
- b. An employee, to be placed on the Bachelor's plus 36 salary schedule must have earned a total of thirty-six (36) credits after the attainment of his/her Bachelor's degree. Three (3) of these credits may be obtained by satisfactory completion of a Foxborough public school research project approved by the Superintendent.
- c. An employee, to be placed on the Master's degree salary schedule must present evidence that he/she has acquired a Master's degree from an accredited college or university.
- d. An employee, to be placed on the Master's plus 15 salary schedule must have earned a total of fifteen (15) credits after the attainment of his/her Master's degree.
- e. An employee, to be placed on the Master's plus 30 salary schedule must have earned a total of thirty (30) credits after the attainment of his/her Master's degree.
- f. An employee, to be placed on the Master's plus 45 salary schedule must have earned a total of forty-five (45) credits after the attainment of his/her Master's degree.
- g. An employee, to be placed on the Master's plus 60 salary schedule must have earned a total of sixty (60) credits after the attainment of his/her Master's degree. The additional fifteen (15) credits required for movement from the Master's plus 45 salary schedule to the Master's plus 60 salary schedule must have been earned by the employee within the five (5) year period immediately prior to his/her giving the written notice required by Section 5 above. At least six (6) of the additional fifteen (15) credits shall be university or college credits. The remaining nine (9) credits may be in-service credits.
- h. An employee, to be placed on the Doctorate salary schedule must present evidence that he/she has acquired a Doctorate degree (Ed.D. or Ph.D.) from an accredited college or university. For other programs which result in professional designations other than Ed.D. or Ph.D., credits will be counted as graduate credits towards movement on the salary schedule. Consideration will be given to an employee who has acquired a J.D. depending upon teaching assignment under consideration and the employee's experience in the sole discretion of the superintendent.

- i. The credits referred to in paragraphs a, b, d, e, and f above, may be graduate credits, or in-service credits (undergraduate credits may be an exception in unusual circumstances). An employee shall not receive credit for any such credits he/she earns unless the courses which he/she takes to acquire such credits are approved in advance by the Superintendent or are encompassed by subsection (k). The degrees referred to in paragraphs c and h above must have been obtained in the field of education or in a field directly related to the employee's assignment in order to permit the employee's placement on the Master's Degree Salary Schedule or on the Doctorate Salary Schedule, as the case may be. No employee shall have his/her current placement on the Teacher's Salary Schedule changed by virtue of this Agreement.
- j. Notwithstanding the provisions of paragraphs d, e and f above, an employee who earns a Master's degree shall be given credit for placement on a salary schedule established for education beyond the Master's degree for one-half (1/2) of the credits earned during the five (5) year period immediately preceding his/her attainment of the Master's degree and which were not applied to the attainment of the Master's degree.
- k. Any unit member who obtains a SEI endorsement through the DESE bridge course A or B, or the full length SEI course, shall be credited with three (3) in-service credits for the purpose of movement on the salary schedule.
- l. No more than 3 credits obtained from mentoring may be earned for a lateral movement on the salary schedule.
- m. No more than 60% of strictly online courses may be earned for a lateral movement on the salary schedule. This does not apply to accredited online degree programs for Masters, CAGS and doctoral programs. Any courses taken prior to 9/01/19 will be honored.
- n. An employee who attends a conference during the paid work day is not eligible for additional course credits to be credited with movement on the salary schedule.

Section 7. An employee who has completed twelve (12) full years will be deemed to have earned longevity pay. Longevity will be paid in a lump sum in the first paycheck in December on the following completion of twelve + years of service on the following

schedule: A full year is defined as having worked at least ninety-one (91) days during the school year as previously noted in Section 5.

	<u>2019-2022</u>
Twelve (12) to Fourteen (14) years -	\$600
Fifteen (15) to Nineteen (19) years -	\$1,200
Twenty (20) to Twenty-four (24) years -	\$1,800
Twenty-five (25) Plus years -	\$2,400

Section 8. An employee assigned to perform the duties of a position or positions described in the schedule of supplementary compensation set forth in said Appendix A and Appendix B shall be paid the compensation provided for such position or positions in such schedules in addition to his/her regular teacher's salary. Assignments of employees to any such position or positions shall be on a voluntary basis, shall be for one school year only, and shall not be construed as creating any kind of tenure in such positions. Assignments of employees to any position or positions described on the schedule set forth in Appendix A shall be automatically terminated on the last day of each school year. An employee assigned to a position on the schedule set forth in Appendix B and who is not to be reassigned to such position will be notified no later than April 15th. An employee who is not to be reappointed or reassigned to a position listed in Appendix A or Appendix B, as the case may be, shall be entitled, if he/she so requests, to a conference with the building Principal and with the Superintendent or his/her designee. Notwithstanding the foregoing provisions of this Section, the Committee reserves the exclusive right to determine which of the positions listed on said schedules shall be filled.

Section 9. The compensation of all employees, with the exception of employees who leave the employ of the Committee and employees whose requests for payment in full of the compensation due them at the end of the work year have been made in the manner herein provided for, will be paid in twenty-six (26) equal bi-weekly payments beginning on the second Thursday after the staff return date. In the case of a holiday coinciding with the payday, the Committee will attempt to make payment on the Wednesday prior to the

holiday. An employee who leaves the employ of the Committee shall receive the balance of the compensation due him/her for his/her work year in his/her salary check covering the period in which the date of the termination of his/her employment shall occur. An employee, who plans to remain in the employ of the Committee for the ensuing work year but who desires to receive the balance of the compensation due him/her for the current work year in his/her salary check covering the period in which his/her work year ends, shall receive such payment provided he/she submits his/her request therefor to the Superintendent in writing no later than April 1st. All payments shall be subject to the deductions required by law or which the employee may authorize in writing.

Section 10. An employee who leaves the employ of the Committee prior to the end of the work year shall receive as his/her total compensation for such year an amount equal to his/her daily rate of compensation multiplied by the number of days he/she has been in a pay status in such year. His/her said daily rate of compensation shall be equal to his/her annual rate of compensation divided by the number of work days in the work year.

## **ARTICLE VI**

### **WORK YEAR AND WORK DAY**

Section 1. The work year of all employees, except Guidance Counselors in the high school and the middle school, shall consist of one hundred eighty-five (185) work days, which will comprise the one hundred eighty (180) days that students are required to be in attendance at school, and five (5) days to be used for orientation and professional development. A work day is defined as a day when the attendance of all employees is required. Students shall not be in attendance at school on orientation/professional development days. The last day of school for students in June will also be the last work day for teachers. In addition to said one hundred eighty-five (185) work days, new teachers in the Foxborough school system shall attend two and a half (2.5) additional orientation days

during the week prior to the beginning of the school year. Such additional orientation days shall not be included in said work year. The Superintendent shall provide the Association the proposed calendar for the upcoming year, and the Association will have two weeks from the date of receiving the proposal to provide a written response of its recommendations for the school calendar.

Section 2. In addition to the number of work days provided for in Section 1 above, Department Heads and Guidance Counselors in the high school will be required to work an additional number of work days not to exceed ten (10) in number during the summer months. Guidance counselors in the middle school will be required to work an additional number of work days not to exceed five (5) in number during the summer months. Guidance Counselors will be notified in writing by May first of the days to be worked and they shall be compensated for each additional day worked at their daily rate of compensation, determined by dividing their annual rate of compensation, exclusive of any compensation they receive under the schedule of supplementary compensation set forth in Appendix A and B attached hereto, by the number of work days in the work year established in said Section 1. Department Heads will be notified before the end of school in June if they are to work additional days, and they shall be compensated for each additional day worked at their daily rate of compensation, determined by dividing their annual rate of compensation, exclusive of any compensation they receive under the schedule of supplementary compensation set forth in Appendix A and B attached hereto, by the number of work days in the work year established in said Section 1.

Section 3. The regular work day of employees in the high school shall not exceed six (6) hours and fifty-five (55) minutes, the regular work day of employees in the middle school shall not exceed six (6) hours and fifty (50) minutes, and the regular work day in the elementary schools shall not exceed six (6) hours and forty-five (45) minutes. The hours in each said work days shall be consecutive. Under normal circumstances, the starting and ending times of the regular work day shall not be changed during the work

year. Professional time before or after the student's school day will be used primarily for individual planning, teacher collaboration, and general school work, but may occasionally be used for common planning, Professional Learning Communities (PLCs), extra help, or to address the educational needs of students, the department, school, or district.

FHS – staff's day - 7:25-2:20 – student's day – 7:33-2:00

Ahern – staff's day – 7:45-2:35 – student's day – 7:55-2:24

Elementary – staff's day – 8:30-3:15 – student's day – 8:45-3:00

Section 4. The building principal or his/her designee may hold a reasonable number of meetings requiring the attendance of employees both before and after the regular work day.

Section 5.

- a. Whenever possible, Special Education Initial Evaluation and Reevaluation Eligibility Team meetings will take place outside the regular school work day, before school or after school for one hour, except for preschool.\* On occasion these meetings need to be scheduled during the school day to address mutually agreeable meeting times with parents. \*Preschool has a designated meeting time during school hours with classroom coverage.

For the first six (6) Initial/Reevaluation team meetings of each year in which said teachers (classroom teachers, special educators, evaluation staff) participate outside of the regular day, they will be paid at the regular workshop rate. For any additional Initial/Reevaluation team meetings outside of the regular work day, those teachers will be paid at the Special Education Team rate. (See Appendix A 2: Teachers – Hourly).

- b. The following are additional items of agreement and understanding between the parties with respect to Special Education Team meetings:

- (1) Paid meeting attendance at Initial and Reevaluation Team meetings should be limited to/consist of special education evaluators (special education teacher, psychologist, speech, OT, PT, MH staff if appropriate) and one classroom teacher to the extent possible.

(2) Special Education Annual Review Team meetings and Reconvene Team meetings will be held during the school day to the extent possible. In the event for multiple meetings for a single child these meetings will be held afterschool when possible.

(3) Special Education Annual Review Team meeting attendance will include one special education teacher, one general education classroom teacher, related service providers when appropriate (speech, OT, PT, MH staff if appropriate) and parents.

(4) Most Special Education Team meetings will be scheduled for one hour.

(5) Special Education Team meetings are to be scheduled at mutually convenient times.

(6) A waiting period of fifteen (15) minutes for a parent who is late for a Special Education Team meeting is considered appropriate. No compensation will be paid to teachers for these fifteen (15) minutes.

Section 6. All employees will have a duty-free lunch period of not less than the time allotted for lunch to students in their building.

Section 7.

a. Elementary and special subject teachers will have, in addition to their lunch period, the same number of preparation periods equivalent to the number of days in the elementary cycle of thirty-five (35) minutes in duration and no cafeteria duty. Such preparation periods will be scheduled so that a teacher will not have more than two (2) preparation periods in any one (1) regular work day, and every attempt will be made to schedule the preparation periods so that a teacher will not have more than one (1) preparation period in any one (1) regular work day. Preparation time is for the purpose of preparing for classroom instruction. No formal meetings will be scheduled during teachers' preparation periods. However, from time to time informal meetings may occur based on the needs of students and staff. The District will make a good faith effort to not schedule informal meetings during preparation periods with regularity.

Reasonable attempts will be made to provide a substitute teacher for an absent special subject teacher.

- b. The Superintendent and the Committee have no desire to reduce the current levels of preparation time (e.g., one (1) per day of at least thirty-five (35) minutes) for elementary and special subject teachers. In the event of the need for fiscal restraint or if programmatic restructuring impacts the daily schedule at the elementary level, then these levels may be reduced. In no event will the levels of preparation time be reduced below the contractual minimums indicated in Section 7a above.

Section 8. In addition to their lunch period, middle school and high school teachers shall have a minimum of one (1) preparation period during each regular work day. Subsequent modifications in the schedule which impact teacher working conditions will be collaboratively bargained prior to implementation. Preparation time is for the purpose of preparing for classroom instruction. No formal meetings will be scheduled during teachers' preparation periods. However, from time to time informal meetings may occur based on the needs of students and staff. The District will make a good faith effort to not schedule informal meetings during preparation periods with regularity.

Section 9. Except when proper notice of an absence requiring a substitute teacher is received on short notice or in such a manner that the principal, or his/her designated representative, is in any way hampered from obtaining an available and acceptable replacement for the absent teacher, no teacher will be required to substitute during a regularly scheduled preparation period or to cover two (2) classes during a regularly scheduled teaching period. Emergency absences of teachers arising after commencement of the work day may be excluded from this provision.

Section 10. Under ordinary circumstances, employees agree to provide the Superintendent with a notice of intent to resign from the employ of the Committee at least thirty (30) days prior to the effective date of leaving.

## ARTICLE VII

### PERSONAL LEAVE

Section 1. Each employee shall be entitled, subject to the limitations and provisions hereinafter set forth, to three (3) personal leave days per year, without loss of pay. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work days. It is recognized that the regular attendance of Professional Staff contributes significantly to the quality of the educational program; therefore, personal leave should be held to a minimum. Professional Staff will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. Consideration will be given for special family circumstances or celebrations. Unused personal leave days shall be rolled into accumulated sick days at the end of the school year.

Section 2. Requests for absence for personal leave days shall be submitted in writing to the Superintendent through the school principal. Personal days may be taken without stating the reason and are not subject to the discretion of the Superintendent. Whenever possible, the employee shall give reasonable advance notice of his/her intended absence to his/her supervisor.

Section 3. In no event may personal leave days be used to lengthen a holiday or vacation. Personal days may not be taken prior to or after any school holiday or school vacation. In emergent circumstances, the Superintendent may make adjustments based solely on the judgment and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal.

Section 4. Personal leave for two (2) or more consecutive days shall be granted in the sole discretion of the Superintendent. Requests for two consecutive days must be put in writing to the Superintendent and the reason must be stated. The decision of the Superintendent shall be final and binding and not subject to appeal.

Section 5. In addition to the bereavement day to attend services, if a personal day

is used to travel to or from bereavement services for an uncle, aunt, niece, nephew, or cousin it will be considered an excused absence and will not count towards the employee's cumulative absences for the year.

## **ARTICLE VIII**

### **GROUP HEALTH AND LIFE INSURANCE**

The group health insurance and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs and who are otherwise eligible for such coverage under the law.

1. Notwithstanding any other provisions of this Contract, including without limitation those related to health insurance, the FEA acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.
2. Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu options. The Employer's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Employer's willingness to discuss and/or bargain about these matters is not a concession of any limitation of the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Employer's position in any pending or future matter.

## **ARTICLE IX**

## **REIMBURSEMENT FOR COURSES**

Section 1. The Committee shall reimburse an employee for three hundred and fifty dollars (\$350) or the cost of tuition and fees, if less than three hundred and fifty dollars, for courses approved in advance by the Superintendent which were directly related to the employee's area of teaching or work in the Foxborough school system. Such reimbursement shall be limited to one (1) course each semester and to a total of three (3) courses for each year of the Agreement. The three (3) courses may be taken during the summer months. It is understood and agreed that henceforth stricter standards and criteria than those used in the past shall be applied by the Superintendent in approving courses for reimbursement and that past practice in the approval of such courses shall not be used by any employee as the basis for a grievance hereunder. A satisfactory grade is defined as a B- or better. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent. Notwithstanding the foregoing provision of this section, the maximum amounts to be expended by the Committee hereunder for the reimbursement of courses shall not exceed \$59,000 effective September 1, 2019, \$60,000 effective September 1, 2020, and \$62,000 effective September 1, 2021 which will be divided into approximately equal amounts for each of the three (3) semesters: fall (September through December), spring (January through April), and summer (1st day of May through August). Any unspent summer funds will be carried into fall and any unspent fall funds will be carried into spring. Members will be reimbursed on a first come/first served basis per semester. Employees must be in current payroll status at the time of course completion in order to be eligible for course reimbursement.

## **ARTICLE X**

### **SICK LEAVE**

Section 1. All employees who work 1.0 FTE and who follow a daily schedule

with a 185-day work year shall be entitled to fifteen (15) days of sick leave for each work year. Employees who work less than 1.0 FTE and who follow a daily schedule that results in a work year of less than 185 days will receive a pro-rated number of sick days based on the proportionate length of their work year. Sick leave will be cumulative up to a maximum of two hundred (200) days. Sick leave may be used only when the employee:

- a. Is incapacitated for the performance of his/her duties because of illness or injury.
- b. Is required to give bedside or household attention to anyone in the immediate family (immediate family is defined to mean father, mother, father-in-law, mother-in-law, spouse, partner, child, and near relatives residing in the household of the employee) who is seriously ill. The sick leave which is granted for such purpose shall not exceed a maximum of five (5) days in any one work year.

A doctor's certificate in support of requests for sick leave may be required at the discretion of the Superintendent. A notice of the balance of unused sick days will be issued to each employee no later than September 15 of each work year.

Section 2. An employee, who has exhausted his/her sick leave, may, in the discretion of the Superintendent, be granted an extension of sick leave up to a maximum of sixty (60) days in any one work year when in the opinion of the Superintendent such extension is in the best interests of the education system. Such additional sick leave granted to an employee shall not be charged against any sick leave days the employee may become entitled to receive in the future.

Section 3. An employee who retires under the Massachusetts Teachers' Retirement System after completion of fifteen (15) years of employment with the Committee shall receive at the time of his/her retirement a lump-sum payment determined by multiplying one half (1/2) of the number of accumulated sick leave days to his/her credit at the time of his/her retirement by seventy-five (\$75.00) dollars. This policy becomes effective September 1, 2017, with the existing twenty (20) years counting for the 2016-2017 school year. The number of accumulated sick leave days to be multiplied by seventy-five (\$75.00)

dollars per day shall not exceed one hundred (100) in number.

Section 4. In the event an employee with professional teacher status dies while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as the case may be, a lump-sum payment determined by multiplying one half (1/2) the number of such employee's accumulated sick leave days at the time of his/her death by seventy-five (\$75.00). The number of accumulated sick leave days to be multiplied by seventy-five (\$75.00) shall not exceed one hundred (100) in number.

Section 5. 403B Transfer of Sick Leave Buy Back. The Committee agrees to implement the use of a 403B plan in accordance with Internal Revenue Service regulations to allow members to make a one-time transfer of sick leave buy back monies at the time of retirement to a 403B plan to reduce tax liability in accordance with Internal Revenue Service Regulations.

## **ARTICLE XI**

### **SICK LEAVE BANK**

Section 1. A sick leave bank shall be established for use by eligible teachers who have exhausted their own sick leave and who have a serious illness. Each teacher will contribute one (1) day of sick leave to the bank. *Each year, all days left in the sick leave bank will roll over into the next school year.* Whenever the accumulated roll-over days fall below one hundred (100) days, then all teachers will contribute one (1) day of sick leave to the bank. Teachers will be notified in writing when this occurs.

Section 2. The sick leave bank shall be administered by a Sick Leave Bank Committee (SLBC) composed of three (3) members appointed by the Association and two (2) members appointed by Committee.

Section 3. The Sick Leave Bank Committee will decide by a majority vote on an allotment of days from the sick leave bank using guidelines set forth below:

- a. All members of the bargaining unit are eligible to apply for days from the bank.

- b. An official application form, to be approved by both the Committee and the Association, must be completed. The application form shall include space for certification by a medical doctor.
- c. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee.
- d. The applicant must have exhausted his/her personal sick leave before the effective date of additional sick days from the bank.
- e. Applicants can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:
  - (1) Previous documented abuse of sick leave.
  - (2) Insufficient medical evidence of need.
  - (3) Disability does not warrant absences from employment.
  - (4) Prior use of sick leave bank (applicable only when applicant shows repeated use of sick leave bank) regardless of reason(s).
- f. A maximum of twenty (20) days per applicant may be distributed at any one time. If additional days are needed, a reapplication is required including medical evidence of continued need.
- g. A maximum of forty (40) days may be allotted to any one person in any one school year, except as described in Section 4 of this Article.
- h. The decisions of the Sick Leave Bank Committee are final and not subject to the grievance procedure, provided all of the above provisions are met.

Section 4. Teachers who have received a maximum of forty (40) days from the sick leave bank in any one school year may be granted additional days in that year by the SLBC. The Sick Leave Bank Committee will consider the following factors in making a decision as to the allocation of the additional days:

- a. the seriousness of the illness; and
- b. the teacher's prior use of the sick leave bank.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

Section 1. Up to three (3) employees designated by the Association may, upon written request to, and in the sole discretion of the Superintendent, be granted a leave of

absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. The conditions for such leave include the following:

- a. Such leave shall not commence or terminate during any school year.
- b. Such leave shall not be credited as experience on the salary schedule.
- c. All other benefits to which an employee on such leave was entitled shall be restored upon return to the system.

Section 2. The Superintendent may grant leaves of absence with pay to officers of the Association or their designated representatives from time to time to attend to Association business. The number of persons on leave and the duration of the leave shall be determined in the sole discretion of the Superintendent. The Association shall reimburse the cost of the substitute teacher to the Committee for leaves taken for Association business.

Section 3. Upon the written request of an employee, the Superintendent shall grant leaves of absence with pay to observe all obligatory religious holy days which forbid the employee from working. Such leave shall be limited to three (3) days per year and shall not be cumulative.

Section 4. Employees may be granted, in the sole discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of three (3) days in the event of death in their immediate families. Immediate family shall include parent, mother-in-law, father-in-law, spouse, partner, child, step-child, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law and any other relative who is a member of the employee's immediate household. Employees may be granted, in the sole discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of one (1) day in the event of death in their extended families which include uncle, aunt, nephew, niece, and cousin for the purpose of attending services.

Section 5. An employee who has completed ten (10) years of continuous employment with the Committee may be granted in the Superintendent's sole discretion, a leave of absence without pay for a period of one (1) year to engage in alternative career

exploration. Requests for such leave shall be submitted in writing to the Superintendent with the reasons therefor. Such leave shall not be credited as experience on the salary schedule. All other benefits to which an employee on such leave was entitled shall be restored to him/her upon his/her return.

Section 6. Employees will be excused by the Superintendent, without loss of pay, for any appearance in any legal proceeding arising out of or connected with the employee's employment.

Section 7. Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid his/her regular compensation without interruption. The employee must present evidence of the amount of compensation he/she received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town. The employee is required to present proof of the jury duty service.

Section 8. Other leaves of absence without pay may be granted in the sole discretion of the Superintendent, subject to conditions set forth at the time the leave is granted. An employee, who is granted a leave of absence without pay, including a leave of absence for maternity purposes, must return to a duty status before he/she becomes eligible for an additional leave of absence without pay for a different purpose.

Section 9. An employee, who plans to return to duty at the expiration of a leave of absence without pay granted hereunder, shall so notify the Superintendent in writing by April 1st preceding the school year in which the employee is to return to duty. If the

employee fails to give such notice to the Superintendent or does give such notice and fails to return to duty, he/she shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

### **ARTICLE XIII**

#### **PARENTAL LEAVE AND CHILDCARE LEAVE**

##### A. Parental Leave

Section 1. A leave of absence shall be granted for parental purposes to employees who have been employed by the Committee for at least ninety (90) calendar days in one (1) work year, on the terms and conditions set forth in this Article. Parental leave can be taken up to a maximum of eight (8) weeks in length. An aggregate of eight (8) weeks is allowed for two bargaining unit members who are taking leave for the same occasion, e.g., a married couple for the birth of their child.

Section 2. The employee shall make written request for parental leave to the Superintendent through his/her appropriate supervisor on such form as the Superintendent may require. Such request shall provide as much notice as possible (preferably at least two (2) months) but no less than two (2) weeks' notice. The notice shall indicate the date on which the employee desires his/her parental leave to commence; and for female employees giving birth, the notice shall be accompanied by a written statement from the employee's physician which provides his/her estimate of the delivery date and his/her evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of her position. Parental leave can be taken for all purposes allowed under the law (G.L. c. 149, Section 105D).

Section 3. A female employee giving birth may elect to use her accumulated sick leave during the period of her parental leave when she is physically disabled for the performance of her duties for reasons related to her pregnancy. The employee shall make written request to the Superintendent for approval of the use of her sick leave. Such request shall be accompanied by a written statement from her physician attesting to the nature and extent of her physical disability. The Superintendent may request additional information from the employee's physician and shall approve the use of sick leave if the

employee is physically disabled for the performance of her duties for reasons related to her pregnancy.

Section 4. An employee whose spouse or domestic partner has given birth or has adopted a child may elect to use their accumulated five (5) family sick leave days, plus five (5) sick days for a total of ten (10) for the purpose of taking care of the new child and/or spouse/ domestic partner. If the employee has exhausted five (5) family sick leave days they would have five (5) sick days available for this purpose. The employee shall make written request to the Superintendent for approval of the use of their sick leave.

Section 5. During the period of his/her parental leave the employee shall be responsible for making payment of the deductions authorized under this Agreement. The Committee shall continue to pay during such leave its share of the group health insurance and the group life insurance provided under the terms of this Agreement. The Committee shall not be liable for any other payments during the period of such leave. There will be a presumption that a female employee giving birth is disabled for a period of eight (8) calendar weeks from the beginning of her parental leave. The employee may elect to return to duty at the expiration of the eight (8) calendar weeks.

Section 6. All benefits to which the employee was entitled at the time his/her parental leave commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to him/her upon his/her return, and he/she shall be assigned to the same teaching position which he/she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the duties of a position described in the schedule of supplementary compensation set forth in Appendix A and Appendix B, shall have no right to return to such position upon his/her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. Upon his/her return to duty the employee shall not advance in increment unless he/she shall have worked at least ninety-one (91) days in the school year in which his/her leave commenced. No more than one (1) step increase shall be granted during any period of parental leave. The Committee shall not be required to restore an employee on parental leave to 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 his/her parental leave.

Section 7. Professional teacher status shall not be lost as a result of the granting of parental leave. For the purpose of computing any time period required for the granting of such status, the period of the parental leave shall not be included in said computation. Actual teaching service, however, gained in the Foxborough school system prior to the taking of said parental leave shall be considered as creditable service in determining professional teacher status.

#### B. Childcare Leave

A leave of absence for childcare after the birth of the child shall be granted in accordance with the two (2) alternative plans set forth below. The employee shall elect one (1) of such plans and shall inform the Superintendent of his/her election at the time the parental leave begins. The following are the two (2) plans:

a. The employee may elect to return to duty at the beginning of the school year next following the commencement of the parental leave.

b. If the leave is to begin after February 1, the employee may elect to return to duty at the beginning of the second school year following the commencement of the parental leave. The employee who makes this election may, in the case of infant or fetal death, return to duty at the beginning of the school year next following the commencement of the leave.

The employee, who elects plan a or b above, must notify the Superintendent in writing at least ninety (90) days prior to the expiration of his/her leave of her desire to return to duty. If the employee fails to notify the Superintendent in writing within ninety (90) days prior to the expiration of his/her leave of her desire to return to duty or does furnish such written notice and fails to return to duty at the expiration of her leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

## ARTICLE XIV

### VACANCIES AND ASSIGNMENTS

#### Section 1.

- a. Whenever any professional, educational, or administrative position is newly created or becomes vacant in the daily education, extra-curricular, athletic, extra-education, adult education or summer school programs, a written notice thereof shall be posted in the teachers' lounge in each school building. An electronic copy will be sent to the President and Vice President of the Association within seven (7) calendar days after the Superintendent has declared the vacancy or approved the new position. During July and August, such notice shall be posted only on the official website of the Foxborough Public Schools.
- b. All positions set forth in Appendix A, except positions of coaches, shall be posted by April 1st of each year. The fall coaching positions shall be posted by December 1st of each year. The winter coaching positions shall be posted by March 1st of each year and the spring coaching positions shall be posted by September 1st of each year.
- c. The said notice shall indicate, at a minimum, the preferred qualifications for the position, its duties and the rate of compensation. The qualifications set forth in the notice will not be changed prior to an appointment unless the applicants and the Association have been notified in advance of such changes.

#### Section 2.

- a. All applicants should submit their applications in writing to the Superintendent or her/his designee within the deadline specified in the notice. The closing date for applications shall be no earlier than seven (7) calendar days after the date on which said notice was posted.
- b. The Superintendent and the Principal shall give due weight to the professional background of all applicants, their present employment in the Foxborough school system, and other relevant factors in filling such new positions or vacancies. In filling vacancies at the classroom level, preference will be given to employees who have applied for such vacancy.
- c. Each applicant from within the system that was not selected shall be notified of that fact as soon as possible. If written notice is not provided at that time, then it shall be provided within sixty (60) days from the deadline set forth in the notice for the filing of applications.

Section 3. All vacancies may be filled on a temporary basis immediately and on a permanent basis not earlier than eight (8) calendar days after the position was first posted.

Section 4.

- a. Employees who desire a change in their school, grade and/or subject assignment shall file a written statement with the Superintendent. Such statement shall include the school, grade, and/or subject to which the employee desires to be assigned and the reasons for the change. Such process shall be called "Request for Reassignment." Any request for reassignment made after September 1 of a given school year shall be considered an active application for the remainder of that school year and for the opening day of the following school year. Nothing in this section is intended to change in any way the posting process required by Sections 1 and 2 of this Article.
- b. In selecting an employee for reassignment to a position vacancy at the classroom level from the list of employees who have expressed a desire to be reassigned, the Superintendent and the Principal will give consideration to the desires of the employee, to his/her area of competence, major and/or minor field of study, quality of performance and length of service in the Foxborough school system, and to the needs of the system.
- c. If no volunteers are available, the Superintendent and the Principal shall make every effort to fill vacant positions at the classroom level by the reassignment of employees who are willing to accept the reassignment.

Section 5. All appointments will be made without regard to age, race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or marital status, except where such factors are legitimate qualifications for the position in question.

Section 6. If possible, all employees will be informed in writing by June 1st of changes in their specific work load for the coming school year, including the schools to which they will be assigned and the grades and/or subjects they will teach. Any necessary changes will be communicated to the employees involved as soon as possible.

Section 7. In the event an employee in the bargaining unit is promoted or assigned to a position outside the bargaining unit and such position is subsequently abolished, said employee shall return to a position in this bargaining unit without any loss of benefits or seniority.

## ARTICLE XV

### TEACHER EVALUATION

Section 1. The parties agree that, the contract language: Foxborough Collective Bargaining Agreement for the Educator Evaluation System based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed, and which may be updated from time to time by the Department of Elementary and Secondary Education, establishes the procedures to be followed and the forms to be used in the evaluation of educators in Foxborough, which began in the 2012-2013 school year. See 603 CMR 35.02 (definition of model system). An Educator Evaluation Working Group, consisting of professional staff and administration, will convene during the 2019–2020 school year to reevaluate the Educator Evaluation System in Foxborough and make recommendations for changes to Appendix D. This Working Group will help guide any local decisions within this process. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail. The Foxborough Collective Bargaining Agreement for the Educator Evaluation System will be attached to the parties' Agreement as Appendix D.

Section 2. While the total work performance of each employee shall be subject to evaluation by his/her supervisors, all classroom monitoring and observations of any employee will be conducted with his/her full knowledge. Each employee will be allowed to discuss any evaluation report with his/her evaluator and to provide written comments regarding such a report which will be filed with said report.

Section 3. Employees will have the right to review the contents of their personnel file by appointment with the Superintendent or his/her designee and in the company of the Superintendent or his/her designee and to make copies of the material contained therein at reasonable times and at their expense. A representative of the Association may accompany the employee during such review if he/she so elects.

Section 4. An employee will be provided with copies of any derogatory material or documents regarding his/her conduct, service, character or personality which has been filed in his/her personnel file. The employee may provide a written statement regarding such document which shall be reviewed by the Superintendent and filed with said document in the employee's personnel file.

Section 5. When practical, any complaints regarding the performance of an employee made to any member of the administration or Committee by a parent, student, or other persons shall be promptly called to the attention of the employee. If such complaints are not promptly called to the attention of the employee, they shall be deemed invalid.

Section 6. If an employee is to be disciplined by a member of the administration, he/she will be entitled to have a representative of the Association present, if he/she so elects.

Section 7. No employee will be disciplined, reprimanded, or reduced in rank or compensation without good cause.

## **ARTICLE XVI**

### **PERSONAL PROTECTION**

Section 1. An employee who is absent from work as the result of a personal injury, which is incurred in the course of his/her employment and which is compensable under the provisions of the Massachusetts Workers' Compensation Act, shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between his/her current salary and the amount he/she receives as workers' compensation.

Section 2. Protective clothing and any other safety equipment deemed necessary by the Superintendent for the proper performance of professional duties will be provided.

Section 3. Employees will report immediately all cases of assault suffered by them in connection with their employment to the Superintendent in writing. The Superintendent will comply with any reasonable request from the employee for information in its possession

relating to the incident or the persons involved, and will lend support to the employee in appropriate ways.

## **ARTICLE XVII**

### **STUDENT TEACHERS**

An employee may accept or reject assignment as a supervising teacher for a student teacher. All student teacher assignments in each school are subject to the approval of the building principal.

## **ARTICLE XVIII**

### **PAYROLL DEDUCTIONS**

Section 1. The Superintendent will, at the written request of an employee, made on a form approved by the Superintendent, make deductions from his/her compensation for group life insurance, group health insurance, health care organizations, group income protection insurance, tax sheltered annuities, or Credit Unions.

Section 2. The Superintendent will, at the written request of an employee, made on a form approved by the Superintendent, make deductions in the manner provided for herein from his/her compensation for his/her regular, current and annual dues as a member of the Foxborough Education Association, the Massachusetts Teachers' Association and the National Education Association. The total of said deductions shall equal the regular annual dues of said Associations, and said deductions shall be made in sixteen (16) equal amounts beginning with the first pay day in November.

Section 3. Any such authorization made by an employee in accordance with Section 2 above may be withdrawn by such employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent and by filing a copy thereof with the Association for which such dues deduction was being made. Said authorization, if not previously cancelled or revoked, shall be deemed automatically terminated upon the termination of the employment of the employee by whom it was signed.

Section 4. The specific amount of the current dues of each of said local, state and

national associations shall be certified to the Superintendent by the Treasurer of the Association on or before September 15th of each school year.

## **ARTICLE XIX**

### **REDUCTIONS IN FORCE**

Section 1. In the event that it becomes necessary for the Superintendent to reduce the number of employees in the bargaining unit because of decreases in pupil enrollment, changes in the curriculum, or for reasons of economy, the procedures set forth in this Article will govern the termination and reemployment of employees who are affected by any such reduction. Prior to implementing a Reduction in Force, the Superintendent and/or his/her designee(s) will schedule a meeting with the Association to discuss the Reduction.

Section 2. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of position are to be eliminated.

Section 3. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. Nor will such PTS teacher be laid off if there is a less qualified PTS teacher holding the same or similar position for which the more qualified PTS teacher is currently certified. In determining which employees are to be laid off, the Superintendent will evaluate the qualifications of such employees in accordance with the criteria set forth in Appendix C attached hereto. The primary factors the Superintendent will take into consideration are the overall ratings resulting from formative and summative evaluations conducted consistent with G.L. c. 71, Section 38, and the best interests of the students in the District. Where, in the opinion of the Superintendent, there are no differences in the qualifications of teachers being considered for layoff, said teachers will be laid off in inverse order of their seniority as teachers in

the District. In the event an employee is selected for layoff who is certified for a position held by an employee with the same or less seniority, such employee will be granted the opportunity to meet with the Superintendent to receive an explanation for the Superintendent's decision. The employee may have a representative of the Association attend such meeting.

Section 4. Seniority, as used herein, shall mean an employee's length of service in years, months and days in the employ of the Committee. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement.

Section 5. Employees, whose employment is to be terminated under the provisions of this Article at the end of their work year will be notified in writing of their proposed termination on or before June 15th of the work year.

Section 6. An employee with professional teacher status whose employment has been so terminated will, during a period of two (2) years, except as is otherwise provided herein, from the effective date of his/her termination, be offered reemployment, in the inverse order of his/her termination, to a vacancy which may occur in a position in the same subject matter and at the same level (elementary, middle, high) which the employee was teaching at the time of his/her termination. If two (2) or more such employees, whose employment has been terminated on the same date, are eligible for such reemployment, the Superintendent, in determining which of such employees will be reemployed, will use the same factors and criteria which were used under the provisions of Section 3 above, in selecting the employees for reduction in force. During said two (2) year period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to reemploy him/her. The employee must notify the Superintendent in writing of his/her acceptance of the offer of reemployment within fifteen (15) days from the date of his/her receipt of said certified mail. The employee's failure to so notify the

Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her reemployment rights, notwithstanding the fact that the two (2) year period of reemployment has not expired.

Section 7. Employees, whose employment is so terminated, will be given preference by the Superintendent in his/her employment of substitute teachers, if they inform him/her in writing of their desire to be so employed.

Section 8. An employee who is reemployed by the Committee within said two (2) year period after his/her termination under the provisions of this Article, shall have restored to him/her the unused sick leave he/she had accumulated at the time of his/her said termination.

Section 9. The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Paragraph 1 hereof.

## **ARTICLE XX**

### **WORKSHOPS**

The Committee and the Association recognize that the curriculum of the Foxborough school system must be subject to constant refinement and evaluation. Accordingly, the Superintendent will conduct from time to time workshops designed to carry out the study, evaluation, and refinement of the curriculum. Employees who participate in such workshops will be paid at the rate of compensation established therefor in Appendix A.

## **ARTICLE XXI**

### **CLASS SIZE**

Section 1: Class size is a priority of the Foxborough public schools. A reasonable effort will be made to maintain class sizes of twenty (20) to twenty-five (25) students.

Section 2: Workload for Special Educators and Specialist Providers (OT, PT, SPED, Social Workers, SLP, School Psychologists, Elementary Guidance...) is a priority of the Foxborough Public Schools. A reasonable effort will be made to ensure that workloads are practical for meeting the needs of the students assigned to each provider.

## **ARTICLE XXII**

### **PROFESSIONAL DEVELOPMENT**

Section 1. The Superintendent shall establish a Professional Development Committee which will include teachers, administrators, and educational assistants. The Committee shall organize itself and assume responsibility for the planning and implementation of in-service education for all teachers. The professional development of teachers is a priority of the Foxborough Public Schools. Professional development opportunities will be provided on the scheduled professional development work days.

Section 2. The Professional Development Committee shall address itself primarily to, but shall not be limited to, conducting programs in the areas of system priorities and strategic objectives and current research applicable to the field of education and its implication for current school practices, as well as the expressed needs of the professional staff. The recommendations of the Professional Development Committee are subject to the approval of the Superintendent.

## **ARTICLE XXIII**

### **TEAM MANAGEMENT**

Section 1. The Committee is committed to team management through the establishment, from time to time, of both standing and ad hoc teams. Each September, the Superintendent and the President of the Association will agree upon the ad hoc teams that will be operating for the ensuing year. The Superintendent will determine the number of members for each of the standing and ad hoc committees and will designate the individual

members to serve on such committees. Membership on each standing committee will be rotated so as to insure some turnover in the membership each year.

Section 2. The following are the standing teams and the ad hoc teams to be established from time to time:

Standing Teams

Building-Based Support Team  
Professional Development Team  
Technology Steering Committee

Ad Hoc Teams

Curriculum Review Teams  
Other Teams as agreed upon between the Superintendent and the President of the Association  
Special Project Teams as determined by the Superintendent

Chairmanships

BBST - determined by principal  
Site-Based - Principal  
Building-Based Support - determined by team  
Professional Development - Assistant Superintendent  
Ad Hoc Teams - determined by Superintendent

**ARTICLE XXIV**

**GENERAL**

Section 1. Three hundred (300) copies of this Agreement will be published by the Association. The expenses for the preparation and printing of the Agreement will be shared equally by the Association and the Committee.

Section 2. The Association will be provided with a copy of minutes of official open committee meetings.

Section 3. The Committee will be provided with a copy of the Association's current by-laws, its officers, board of directors and list of negotiating committee members.

Section 4. The Association agrees that school time or school facilities will not be

used for any Association sponsored function or activity without the approval of the Superintendent or his/her designee.

Section 5. Employees who are required to use their automobile in the performance of their regularly scheduled duties will be reimbursed for mileage incurred at the IRS rate per mile.

Section 6. The President of the FEA will not be assigned any traditional duties.

Section 7. The employer agrees to reimburse all bargaining unit employees for the fees and costs required by Massachusetts General Law Chapter 15D, section 8(j) and Chapter 459 of the Acts of 2012 (cost of fingerprinting).

## **ARTICLE XXV**

### **UNION COMMUNICATION**

Section 1: Newly-hired or newly-placed employees will be informed by FPS Administration that if they desire to, they may meet privately with the Association representative for a maximum of 30 minutes at any scheduled new employee orientation.

Section 2: If a third party, such as an advocacy group, labor organization, or individual other than the Association, requests contact or employment information of bargaining unit members information through an MGL 150E information request or Public Records Request, the Committee will inform the Association of such request and the name of the requestor within ten (10) days.

## **ARTICLE XXVI**

### **SCOPE OF AGREEMENT**

Section 1. The Committee and the Association agree that during the term of this agreement, all matters and issues pertaining to wages, hours, and conditions of employment of professional employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the Committee and the Association.

Section 3. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXVII**

### **DURATION**

Section 1. This Agreement shall take effect on September 1, 2019 and shall continue in effect to and including August 31, 2022. It shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October 1st next prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

Section 2. The stipends for Appendix A (athletics), Activities and Appendix B (Department Heads) shall be increased by 2% effective September 1, 2019, 2% effective September 1, 2020, and 2% effective September 1, 2021.

**ARTICLE XXX**

**MENTORING**

Teachers who serve as mentors, have served at least three (3) years in the Foxborough Public Schools agree, whenever possible, to participate in training every year of their involvement in the program. Whenever possible, substitute coverage for mentors and inductees will be provided by the Committee for mutual classroom visitations.

Compensation will be as follows:

\$1,000 per first year inductee, \$600 per second year inductee or up to two (2) inservice credits at the Superintendent's discretion.

Stipend for Mentoring Coordinators: \$1,500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOXBOROUGH SCHOOL COMMITTEE

FOXBOROUGH EDUCATION  
ASSOCIATION

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BASE SALARY SCALE								
2019-2020								
2%								
			Masters &					
	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	Masters	
Step	Degree	Plus 15	Plus 36	Plus 15	Plus 30	Plus 45	Plus 60	Doctorate
2	\$49,814	\$52,054	\$54,300	\$56,549	\$58,790	\$61,035	\$63,281	\$64,402
3	\$52,104	\$54,338	\$56,590	\$58,831	\$61,077	\$63,321	\$65,477	\$66,555
4	\$56,671	\$58,919	\$61,155	\$63,399	\$65,649	\$67,891	\$70,134	\$71,256
5	\$58,963	\$61,205	\$63,450	\$65,701	\$67,940	\$70,180	\$72,432	\$73,553
6	\$61,250	\$63,499	\$65,728	\$67,991	\$70,229	\$72,480	\$74,718	\$75,840
7	\$65,823	\$68,070	\$70,321	\$72,562	\$74,805	\$77,048	\$79,301	\$80,426
8	\$68,115	\$70,363	\$72,603	\$74,856	\$77,098	\$79,341	\$81,587	\$82,710
9	\$70,397	\$72,644	\$74,886	\$77,143	\$79,376	\$81,635	\$83,858	\$84,976
10	\$72,695	\$74,926	\$77,178	\$79,419	\$81,664	\$83,912	\$86,160	\$87,286
11	\$74,980	\$77,203	\$79,473	\$81,712	\$83,958	\$86,203	\$88,453	\$89,579
12	\$78,816	\$81,097	\$81,756	\$84,005	\$86,253	\$88,493	\$90,742	\$91,862
13			\$84,888	\$87,156	\$88,541	\$90,782	\$93,032	\$94,157
14			\$86,586	\$88,899	\$91,731	\$94,007	\$96,281	\$96,458
15					\$93,566	\$95,887	\$98,206	\$99,740

**APPENDIX A (CONTINUED)**

**WORK YEAR 2019-2020**

**2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

<b><u>Activity – High School</u></b>	<b><u>Compensation</u></b>
Band Director	4,460
Band Director – Assistant	2,428
Band Director – Jazz (8 <sup>th</sup> Grade)	2,567
Choral Director	2,753
Class Advisor (9 <sup>th</sup> -12 <sup>th</sup> Grade – 2 per grade)	993 each
Debate Team	2,652
DECA	2,652
Drama Club	6,731
World Foreign Language Exchange - French (per person – 2 total)	1,216
World Foreign Language Exchange - Spanish (per person – 2 total)	1,216
National Honor Society (per person – 2 total)	1,656
NHS Faculty Council (per person – 5 members)	318 each
Orchestra Director	2,753
Percussion Director	2,014
Repertory Theatre	2,116
Students Against Destructive Decisions	692
Student Store	2,652
Student Council	3,395
Student Activity Accounts	838
Virtual High School	2,190
Yearbook	5,877
LINK Crew (split between 2-4 members)	2,000
Advisory Curriculum (2 positions)	318 each
Discretionary Fund for New Clubs	1,273
<u>Tier 1 (approximately 25 hours a year)</u>	1,128
Community Warriors	
Model Senate	
Ski Club	
WE Club	
Art National Honor Society (1 class advisor)	
French National Honor Society (1 class advisor)	
Sign Language National Honor Society (1 class advisor)	
Spanish National Honor Society (1 class advisor)	
<u>Tier 2 (approximately 35 hours a year)</u>	1,359
Gaming Club	
Engineering Club	
World Language Club	
Mock Trial	

Tier 3 (approximately 50 hours a year)

2,116

Best Buddies  
Flames of War Club  
Gay/Straight Alliance Club  
History Club  
Math Team  
Model U.N.  
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

## **APPENDIX A (CONTINUED)**

### **WORK YEAR 2019-2020**

#### **2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

##### **Coaches - Boys**

Baseball Head	6,710
Baseball JV	4,391
Baseball Frosh	4,130
Basketball Head	8,253
Basketball JV	4,647
Basketball Frosh	3,972
Basketball - 8th Grade	2,861
Football Head	9,806
Football First Assistant	5,633
Football Second Assistant	5,633
Football Third Assistant	4,899
Football Fourth Assistant	3,720
Football Fifth Assistant	3,455
Hockey Head	6,710
Hockey JV	4,647
Lacrosse Head	6,710
Lacrosse JV	4,391
Soccer Head	5,935
Soccer JV	3,878
Soccer Frosh	3,428
Tennis Head	5,160
Track Spring Head	5,422

Track Spring Assistant	3,610
Wrestling Head	5,422
Wrestling Assistant	3,610

**Coaches - Girls**

Basketball Head	8,253
Basketball JV	4,647
Basketball Frosh	3,972
Basketball - 8th Grade	2,861
Cheerleading - Full Year	5,715
Field Hockey Head	5,935
Field Hockey JV	3,878
Field Hockey Frosh	3,428
Lacrosse Head	6,710
Lacrosse JV	4,391
Softball Head	6,710
Softball JV	4,391
Softball Frosh	4,130
Soccer Head	5,935
Soccer JV	3,878
Soccer Frosh	3,428
Tennis Head	5,160
Track Spring Head	5,422
Track Spring Assistant	3,610
Volleyball Head	5,935
Volleyball JV	3,878
Volleyball Frosh	3,428

**Coaches - Boys & Girls**

Golf	3,821
Gymnastics	5,422
Swimming	4,647
Swimming Assistant	\$3,350
Spring Track Assistant	\$3,610
Track Cross Country	3,878
Track Cross Country Assistant	3,350
Track Winter Head	4,647
Track Winter Assistant	3,350
Track Winter Assistant	3,350
Wellness Center Supervisor - Fall	2,394

Wellness Center Supervisor – Winter (2 positions)	2,394
Wellness Center Supervisor – Spring (2 positions)	2,394
Wellness Center Supervisor - Summer	2,394

**Teachers - Hourly**

D-Hall	46.31
Summer School Academic Teachers	50.85
Workshop Teachers	44.57
Special Education meeting (beginning with the 7th meeting)	55.92

**Head Teachers**

Business	1,966
Technical Education	1,966

**Nurse Leader**

5,376

**Stipends**

Instructional Technology Leader (Middle and High School)	1,910
Instructional Technology Leader (each elementary school)	955
Media Coordinator - K-8	3,863
Team Membership	520
School Council Membership	520

**Activity - Middle School**

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

**Ahern Activities**

Ahern Student Activity Advisor-Full Year	956
Ahern Student Activity Advisor-Half Year	478
Ahern Student Activity Advisor-Quarter Year	241
Ahern Yearbook	1,674

Ahern Broadcasting Club	3,248
WEB Leaders (split between 2-4 members)	2,000

**APPENDIX B  
WORK YEAR 2019-2020**

**DEPARTMENT HEADS' SALARY SCHEDULE**

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are:

1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	<u>Base Pay</u>	<u>Stipend</u>	<u>\$ per Teacher</u>
<b>Department Head K-12</b>			
Art	5,321	1,127	253
Foreign Language	5,321	1,127	253
Music	5,321	1,127	253
Wellness	5,321	1,127	253
<b>Department Head 9-12</b>			
Guidance	5,321		253
<b>Department Head 9-12</b>			
English	5,321		253
Math	5,321		253
Science	5,321		253
Social Studies	5,321		253
Special Education	5,321		253

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

<b>BASE SALARY SCALE</b>
<b>2020-2021</b>

<b>2%</b>								
			<b>Masters &amp;</b>					
	<b>Bachelors</b>	<b>Bachelors</b>	<b>Bachelors</b>	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>	
<b>Step</b>	<b>Degree</b>	<b>Plus 15</b>	<b>Plus 36</b>	<b>Plus 15</b>	<b>Plus 30</b>	<b>Plus 45</b>	<b>Plus 60</b>	<b>Doctorate</b>
2	\$50,810	\$53,096	\$55,386	\$57,680	\$59,966	\$62,256	\$64,547	\$65,690
3	\$53,146	\$55,425	\$57,722	\$60,008	\$62,299	\$64,587	\$66,786	\$67,886
4	\$57,804	\$60,098	\$62,378	\$64,667	\$66,962	\$69,249	\$71,537	\$72,681
5	\$60,142	\$62,429	\$64,719	\$67,015	\$69,299	\$71,584	\$73,881	\$75,024
6	\$62,475	\$64,769	\$67,043	\$69,351	\$71,634	\$73,929	\$76,212	\$77,357
7	\$67,140	\$69,432	\$71,727	\$74,013	\$76,301	\$78,589	\$80,887	\$82,035
8	\$69,477	\$71,770	\$74,055	\$76,353	\$78,640	\$80,928	\$83,219	\$84,364
9	\$71,805	\$74,097	\$76,384	\$78,686	\$80,963	\$83,268	\$85,536	\$86,676
10	\$74,149	\$76,424	\$78,721	\$81,007	\$83,297	\$85,590	\$87,884	\$89,032
11	\$76,479	\$78,747	\$81,062	\$83,346	\$85,637	\$87,927	\$90,222	\$91,371
12	\$80,392	\$82,718	\$83,392	\$85,685	\$87,978	\$90,263	\$92,556	\$93,699
13			\$86,586	\$88,899	\$90,312	\$92,597	\$94,893	\$96,040
14			\$88,318	\$90,677	\$93,566	\$95,887	\$98,206	\$98,387
15					\$95,437	\$97,805	\$100,170	\$101,735

**APPENDIX A (CONTINUED)**  
**WORK YEAR 2020-2021**

**2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

<u>Activity – High School</u>	<u>Compensation</u>
Band Director	4,549
Band Director – Assistant	2,477
Band Director – Jazz (8 <sup>th</sup> Grade)	2,618
Choral Director	2,808
Class Advisor (9 <sup>th</sup> -12 <sup>th</sup> Grade – 2 per grade)	1,013 each
Debate Team	2,705
DECA	2,705
Drama Club	6,866
World Foreign Language Exchange - French (per person – 2 total)	1,240
World Foreign Language Exchange - Spanish (per person – 2 total)	1,240
National Honor Society (per person – 2 total)	1,689
NHS Faculty Council (per person – 5 members)	324 each
Orchestra Director	2,808
Percussion Director	2,054
Repertory Theatre	2,158
Students Against Destructive Decisions	706
Student Store	2,705
Student Council	3,463
Student Activity Accounts	855
Virtual High School	2,234
Yearbook	5,995
LINK Crew (split between 2-4 members)	2,040
Advisory Curriculum (2 positions)	324 each
Discretionary Fund for New Clubs	1,298
<u>Tier 1 (approximately 25 hours a year)</u>	1,151
Community Warriors	
Model Senate	
Ski Club	
WE Club	
Art National Honor Society (1 class advisor)	
French National Honor Society (1 class advisor)	
Sign Language National Honor Society (1 class advisor)	
Spanish National Honor Society (1 class advisor)	

Tier 2 (approximately 35 hours a year) 1,386

Gaming Club  
Engineering Club  
World Language Club  
Mock Trial

Tier 3 (approximately 50 hours a year) 2,158

Best Buddies  
Flames of War Club  
Gay/Straight Alliance Club  
History Club  
Math Team  
Model U.N.  
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

## **APPENDIX A (CONTINUED)**

### **WORK YEAR 2020-2021**

#### **2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

##### **Coaches - Boys**

Baseball Head	6,844
Baseball JV	4,479
Baseball Frosh	4,213
Basketball Head	8,418
Basketball JV	4,740
Basketball Frosh	4,051
Basketball - 8th Grade	2,918
Football Head	10,002
Football First Assistant	5,746
Football Second Assistant	5,746
Football Third Assistant	4,997
Football Fourth Assistant	3,794
Football Fifth Assistant	3,524
Hockey Head	6,844
Hockey JV	4,740
Lacrosse Head	6,844
Lacrosse JV	4,459
Soccer Head	6,054

Soccer JV	3,956
Soccer Frosh	3,497
Tennis Head	5,263
Track Spring Head	5,530
Track Spring Assistant	3,682
Wrestling Head	5,530
Wrestling Assistant	3,682

**Coaches - Girls**

Basketball Head	8,418
Basketball JV	4,740
Basketball Frosh	4,051
Basketball - 8th Grade	2,918
Cheerleading - Full Year	5,829
Field Hockey Head	6,054
Field Hockey JV	3,956
Field Hockey Frosh	3,497
Lacrosse Head	6,844
Lacrosse JV	4,479
Softball Head	6,844
Softball JV	4,479
Softball Frosh	4,213
Soccer Head	6,054
Soccer JV	3,956
Soccer Frosh	3,497
Tennis Head	5,263
Track Spring Head	5,530
Track Spring Assistant	3,682
Volleyball Head	6,054
Volleyball JV	3,956
Volleyball Frosh	3,497

**Coaches - Boys & Girls**

Golf	3,897
Gymnastics	5,530
Swimming	4,740
Swimming Assistant	\$3,417
Spring Track Assistant	\$3,682
Track Cross Country	3,956
Track Cross Country Assistant	3,417

Track Winter Head	4,740
Track Winter Assistant	3,417
Track Winter Assistant	3,417
Wellness Center Supervisor - Fall	2,442
Wellness Center Supervisor – Winter (2 positions)	2,442
Wellness Center Supervisor – Spring (2 positions)	2,442
Wellness Center Supervisor - Summer	2,442

**Teachers - Hourly**

D-Hall	47.24
Summer School Academic Teachers	51.87
Workshop Teachers	45.46
Special Education meeting (beginning with the 7th meeting)	57.04

**Head Teachers**

Business	2,005
Technical Education	2,005

**Nurse Leader**

5,484

**Stipends**

Instructional Technology Leader (Middle and High School)	1,948
Instructional Technology Leader (each elementary school)	974
Media Coordinator - K-8	3,940
Team Membership	530
School Council Membership	530

**Activity - Middle School**

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

**Ahern Activities**

Ahern Student Activity Advisor-Full Year	975
Ahern Student Activity Advisor-Half Year	488
Ahern Student Activity Advisor-Quarter Year	246
Ahern Yearbook	1,707
Ahern Broadcasting Club	3,313
WEB Leaders (split between 2-4 members)	2,020

**APPENDIX B  
WORK YEAR 2020-2021**

**DEPARTMENT HEADS' SALARY SCHEDULE**

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are:

1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	<u>Base Pay</u>	<u>Stipend</u>	<u>\$ per Teacher</u>
<b>Department Head K-12</b>			
Art	5,427	1,150	258
Foreign Language	5,427	1,150	258
Music	5,427	1,150	258
Wellness	5,427	1,150	258
<b>Department Head 9-12</b>			
Guidance	5,427		258
<b>Department Head 9-12</b>			
English	5,427		258
Math	5,427		258

Science	5,427	258
Social Studies	5,427	258
Special Education	5,427	258

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

BASE SALARY SCALE								
2021-2022								
2%								
			Masters &					
	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	Masters	
Step	Degree	Plus 15	Plus 36	Plus 15	Plus 30	Plus 45	Plus 60	Doctorate
2	\$51,827	\$54,157	\$56,494	\$58,833	\$61,165	\$63,501	\$65,838	\$67,004
3	\$54,209	\$56,533	\$58,876	\$61,208	\$63,545	\$65,879	\$68,122	\$69,243
4	\$58,961	\$61,300	\$63,626	\$65,960	\$68,302	\$70,634	\$72,968	\$74,134
5	\$61,345	\$63,678	\$66,014	\$68,355	\$70,685	\$73,015	\$75,358	\$76,525
6	\$63,724	\$66,065	\$68,384	\$70,738	\$73,067	\$75,408	\$77,736	\$78,904
7	\$68,482	\$70,820	\$73,162	\$75,494	\$77,827	\$80,161	\$82,505	\$83,675
8	\$70,867	\$73,206	\$75,537	\$77,880	\$80,212	\$82,547	\$84,883	\$86,051
9	\$73,241	\$75,579	\$77,911	\$80,260	\$82,582	\$84,933	\$87,246	\$88,409
10	\$75,632	\$77,953	\$80,296	\$82,628	\$84,963	\$87,302	\$89,641	\$90,813
11	\$78,009	\$80,322	\$82,683	\$85,013	\$87,350	\$89,685	\$92,027	\$93,198
12	\$82,000	\$84,373	\$85,059	\$87,399	\$89,738	\$92,068	\$94,408	\$95,573
13			\$88,318	\$90,677	\$92,118	\$94,449	\$96,791	\$97,961
14			\$90,084	\$92,491	\$95,437	\$97,805	\$100,170	\$100,355
15					\$97,346	\$99,761	\$102,174	\$103,770

**APPENDIX A (CONTINUED)**  
**WORK YEAR 2021-2022**

**2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

<u>Activity – High School</u>	<u>Compensation</u>
Band Director	4,640
Band Director – Assistant	2,527
Band Director – Jazz (8 <sup>th</sup> Grade)	2,670
Choral Director	2,864
Class Advisor (9 <sup>th</sup> -12 <sup>th</sup> Grade – 2 per grade)	1,033 each
Debate Team	2,759
DECA	2,759
Drama Club	7,003
World Foreign Language Exchange - French (per person – 2 total)	1,265
World Foreign Language Exchange - Spanish (per person – 2 total)	1,265
National Honor Society (per person – 2 total)	1,723
NHS Faculty Council (per person – 5 members)	330 each
Orchestra Director	2,864
Percussion Director	2,095
Repertory Theatre	2,201
Students Against Destructive Decisions	720
Student Store	2,759
Student Council	3,532
Student Activity Accounts	872
Virtual High School	2,279
Yearbook	6,115
LINK Crew (split between 2-4 members)	2,080
Advisory Curriculum	330 each
Discretionary Fund for New Clubs	1,324
<u>Tier 1 (approximately 25 hours a year)</u>	1,174
Community Warriors	
Model Senate	
Ski Club	
WE Club	
Art National Honor Society (1 class advisor)	
French National Honor Society (1 class advisor)	
Sign Language National Honor Society (1 class advisor)	
Spanish National Honor Society (1 class advisor)	
<u>Tier 2 (approximately 35 hours a year)</u>	1,414
Gaming Club	

Engineering Club  
World Language Club  
Mock Trial

Tier 3 (approximately 50 hours a year) 2,201

Best Buddies  
Flames of War Club  
Gay/Straight Alliance Club  
History Club  
Math Team  
Model U.N.  
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

## **APPENDIX A (CONTINUED)**

### **WORK YEAR 2021-2022**

#### **2. SCHEDULE OF SUPPLEMENTAL COMPENSATION**

##### **Coaches - Boys**

Baseball Head	6,981
Baseball JV	4,569
Baseball Frosh	4,297
Basketball Head	8,586
Basketball JV	4,835
Basketball Frosh	4,132
Basketball - 8th Grade	2,976
Football Head	10,202
Football First Assistant	5,861
Football Second Assistant	5,861
Football Third Assistant	5,097
Football Fourth Assistant	3,870
Football Fifth Assistant	3,594
Hockey Head	6,981
Hockey JV	4,835
Lacrosse Head	6,981
Lacrosse JV	4,548
Soccer Head	6,175
Soccer JV	4,035

Soccer Frosh	3,567
Tennis Head	5,368
Track Spring Head	5,643
Track Spring Assistant	3,756
Wrestling Head	5,641
Wrestling Assistant	3,756

**Coaches - Girls**

Basketball Head	8,586
Basketball JV	4,835
Basketball Frosh	4,132
Basketball - 8th Grade	2,976
Cheerleading - Full Year	5,946
Field Hockey Head	6,175
Field Hockey JV	4,035
Field Hockey Frosh	3,567
Lacrosse Head	6,981
Lacrosse JV	4,569
Softball Head	6,981
Softball JV	4,569
Softball Frosh	4,297
Soccer Head	6,175
Soccer JV	4,035
Soccer Frosh	3,567
Tennis Head	5,368
Track Spring Head	5,641
Track Spring Assistant	3,756
Volleyball Head	6,175
Volleyball JV	4,035
Volleyball Frosh	3,567

**Coaches - Boys & Girls**

Golf	3,975
Gymnastics	5,641
Swimming	4,835
Swimming Assistant	\$3,485
Spring Track Assistant	\$3,756
Track Cross Country	4,035
Track Cross Country Assistant	3,485
Track Winter Head	4,834

Track Winter Assistant	3,485
Track Winter Assistant	3,485
Wellness Center Supervisor - Fall	2,491
Wellness Center Supervisor – Winter (2 positions)	2,491
Wellness Center Supervisor – Spring (2 positions)	2,491
Wellness Center Supervisor - Summer	2,491

**Teachers - Hourly**

D-Hall	48.18
Summer School Academic Teachers	52.91
Workshop Teachers	46.37
Special Education meeting (beginning with the 7th meeting)	58.18

**Head Teachers**

Business	2,045
Technical Education	2,045

**Nurse Leader**

5,594

**Stipends**

Instructional Technology Leader (Middle and High School)	1,987
Instructional Technology Leader (each elementary school)	993
Media Coordinator - K-8	4,019
Team Membership	541
School Council Membership	541

**Activity - Middle School**

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

**Ahern Activities**

Ahern Student Activity Advisor-Full Year	995
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Ahern Student Activity Advisor-Half Year	498
Ahern Student Activity Advisor-Quarter Year	251
Ahern Yearbook	1,741
Ahern Broadcasting Club	3,379
WEB Leaders (split between 2-4 members)	2,080

**APPENDIX B  
WORK YEAR 2021-2022**

**DEPARTMENT HEADS' SALARY SCHEDULE**

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are:

1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	<u>Base Pay</u>	<u>Stipend</u>	<u>\$ per Teacher</u>
<b>Department Head K-12</b>			
Art	5,536	1,173	263
Foreign Language	5,536	1,173	263
Music	5,536	1,173	263
Wellness	5,536	1,173	263
<b>Department Head 9-12</b>			
Guidance	5,536		263
<b>Department Head 9-12</b>			
English	5,536		263
Math	5,536		263

Science	5,536	263
Social Studies	5,536	263
Special Education	5,536	263

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### **APPENDIX C**

#### Criteria to be used in evaluating qualifications of employees

Primary Factors:

1. Overall ratings resulting from comprehensive evaluations conducted consistent with G.L. c. 71, Section 38.
2. The best interests of the students.

Other Factors:

1. Certification.
2. Bachelor's degree in area.
3. Advanced degree in area.
4. Course work in area and/or closely related area and/or teaching learning process.
5. Most recent experience in present or projected assignment with emphasis on last five (5) years.