

CONTRACTUAL AGREEMENT

BETWEEN THE

WEBSTER EDUCATORS' ASSOCIATION

AND THE

WEBSTER SCHOOL COMMITTEE

FOR THE PERIOD OF

JULY 1, 2018 - JUNE 30, 2021

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CONTRACT

Pursuant to the provisions of the General Laws of Massachusetts, this contract is made this by the SCHOOL COMMITTEE of the TOWN OF WEBSTER and the WEBSTER EDUCATORS ASSOCIATION, (hereinafter sometimes referred to as the ASSOCIATION).

PREAMBLE

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

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Webster, has final responsibility for establishing the educational policies of the public schools of Webster, and that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to negate or impair any power, right or duty conferred upon the Committee by law or mandate of any agency of the Commonwealth;
- b. The Superintendent of Schools of Webster (hereinafter "Superintendent") has the responsibility and authority established by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to negate or impair any power, right or duty conferred upon the Superintendent by law or mandate of any agency of the Commonwealth.
- c. The teaching staff of the public schools of Webster has responsibility for providing in the classrooms of the schools education of the highest possible quality;
- d. The Committee's or the Association's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Committee or the Association from exercising the same in some other way not in conflict with the provisions of this Agreement.
- e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- f. To give effect to these declarations, the following principles and procedures are hereby adopted:

Article I - Recognition

- 1-1 For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of teachers who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, reading coordinators, guidance counselors, reading specialists, hearing and speech pathologists, occupational therapists, physical therapists, integration specialists, psychologists, psychotherapists, adjustment

counselors, academic coaches, interventionists, long term substitutes (filling a position for a person for 91 days or more) and school nurses. Excluded are all day to day substitutes, administrators and members of Unit B. When a new position is added to the bargaining unit the Association President will be notified in writing and provide a copy of the job description for the position.

- 1-2 If any provision of this Agreement is found contrary to law by the Supreme Court of the United States or by any court or agency of competent jurisdiction from whose judgment no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereby. In such case, all other provisions of this agreement shall remain in effect.

Article II - Association Rights

- 2-1 Members of the categories noted above in 1-1, hereinafter referred to as "teachers" who participate in the process of resolving grievances as a professional problem in the manner indicated herein shall not be subject to discrimination for such action.
- 2-2 The resolution of All Grievances and Professional Problems shall be in accordance with the procedures which are part of this Agreement.
- 2-3 The Association shall be provided bulletin board space in the faculty room of each school for the posting of official notices and other official materials relating to Association activities. Such space is not to exceed 50 percent of space presently provided.
- 2-4 The Association shall have the right to place material in the mail boxes of teachers. Placement will be made by the building representatives or his designee. The Association shall have the right to use interoffice mail, including email or other electronic communication for the purpose of notification to their members, but not to include discussion of union issues or items related to collective bargaining. All electronic communication must comply with the District's user agreement.
- 2-5 On twenty-four (24) hours' notice to the Principal of the School, the Association shall have the right to schedule meetings in the building after regular duty hours and during the lunch time of the teachers involved on matters concerning their employment and the provisions of this Agreement provided the space requested has not been previously committed. These meetings will be held during the regular school year and will not be in conflict with janitorial staffing.
- 2-6 The Committee shall permit the President of the Association or his designated representative to visit the schools during his/her free time for any purpose relating to the terms and conditions of this agreement. If conferences with teachers are necessary, they shall be scheduled after school hours or during the teacher's unassigned time so as not to interfere with the school program.
- 2-7 A copy of the School Committee Agenda and School Committee Minutes shall be made available to the President and the Vice President of the Association.
- 2-8 The Committee agrees to make payroll deductions for payments into the MTA Credit Union for those teachers who so request.

- 2-9 The Committee agrees to require as a condition of employment, the payment of an Agency Service Fee in accordance with Massachusetts General Laws, Chapter 150E, Section 12.
- 2-10 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract. Such dues deductions shall be in equal payments until paid.
- 2-11 The Teachers' Association will, upon its request in writing, be given an opportunity to meet and discuss with the Superintendent its views on the following year's calendar prior to its adoption. The final determination of the calendar will remain the decision of the School Committee.
- 2-12 Superintendent (as the representative of the School Committee) and the Association will meet at least three (3) times per year for the purpose of discussion of issues of mutual concern.
- 2-13 The Association will be granted up to four (4) Association days annually for designated members to attend MTA/NEA Conferences, trainings, meetings or conventions.

Article III - Fair Practices

- 3-1 In accordance with the laws of the United States and the Commonwealth of Massachusetts there shall be no discrimination against any teacher on the basis of race, creed, color, age, sex, sexual orientation, gender identity, national origin, marital status, handicap or memberships or lawful participation in or association with activities of the Association.

Article IV - Instruction / Curriculum

- 4.1 The determination of textbooks to be used in the Webster School System shall be cooperatively arrived at through joint consultation among teachers and administrators with final approval by the Committee.

Article V – Employment

Initial Hire

- 5-1 A teacher upon initial employment in the Webster Public Schools will be placed on a step in the salary schedule as recommended by the Superintendent. Consideration will be given to all full time public or private school teaching experience. Consideration will be given to full time substitute teaching experience where the candidate has assumed full professional responsibility for a regular teaching position for a period equal to or greater than ninety-three (93) consecutive school days.

Part time

- 5-2 Part-time employees who work full days for part of the scheduled work week shall earn sick leave in the same proportion as their part-time employment status. For example, a teacher who works two (2) full days of a five-day week shall earn 40% of the annual sick leave

- allotment. One year of longevity shall be earned for each year worked; however, longevity compensation will be prorated.
- 5-3 Part-time employees who work part of a scheduled work day each day of the each schedule work week shall earn sick leave in the same manner as a full time employee (15 days per year). It is understood that a work day is the number of hours per day that an employee is scheduled to work.
- 5-4 If a full-time employee who has accumulated sick leave moves to part-time employment, he/she will first apply the part-time earned sick days to cover the absence. If that part-time leave is exhausted, their accumulated full-time sick leave will be applied on a pro rata basis.
- 5-5 All part-time faculty members shall attend a number and/or portion of professional development (PD) days equal to the percentage of their teaching time as arranged between the faculty member and their immediate supervisor. Part-time staff are responsible for obtaining the information covered during any PD day or portion of the PD day that they do not attend. The parties agree that professional development for part-time staff is more meaningful if they are in attendance.
- 5-6 Part-time instructional employees will receive preparation time/duty assignments on a prorated basis. (example: A teacher works 60% over three (3) full days would get three (3) preparation periods/duty assignments. A teacher who works 50% over five full days would get 2.5 preparation periods/duty assignments.) This preparation/duty assignment time is included in the work day calculations.
- 5-7 Any part time unit member unable to attend parent/evening events due to other work commitments may make arrangements with the building principal for an alternative date.

Caseload employees/specialists

- 5-8 Caseload employees and Specialists assigned to one building are expected to fulfill the same requirements for staff meetings and evening meetings as classroom teachers.

Employees assigned to multiple buildings

- 5-9 Building principals will meet and determine which faculty meetings and evening conferences/events shared staff will attend. Staff will not be required to exceed the requirement for staff assigned to a single building.

5-10 **Athletic Coaches and Stipendiary Positions**

For all positions covered by this agreement, the parties agree that it is in the best interest of Webster students to have their teachers as coaches and activity advisors. If all qualifications are equal, a teacher will be given preference over a non-district employee. All coaches will be evaluated using the agreed to instrument (attached). The Association, Superintendent, Principal, and Athletic Director may meet annually at the request of either party for the purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties. The coaches' evaluation is hereby incorporated into the document by reference.

Article VI - Duties

- 6-1 Teachers shall be required to collect money from students, but will not be held responsible for funds collected.
- 6-2 Para-professional help will be supplied for all non-teaching duties when possible and available.

Article VII - Work Year/Work Day

Work year

- 7-1 The work year of teachers (other than new personnel who may be required to attend two (2) additional days of orientation) shall be 185 days. It shall include the 180 student days plus 5 professional development days. The work year for teachers will not start earlier than the Monday preceding Labor Day and end no later than June 30th. Teachers will be provided with a half day for classroom preparation during one of the professional development days that is scheduled prior to the start of the first day of school for students.
- 7-2 A copy of the school calendar including the student day will be given to the Educators' Association as soon as it is established by the School Committee.

Work day

- 7-3 The starting and dismissal time for students are subject to modification by the Committee, provided that no such modification will increase the length of the instructional day and/or the teacher's workday. For the purpose of clarification, the student day will begin upon the start of instruction. **The work day of the teachers at all levels will be seven (7) hours and five (5) minutes long. The student hours will be 6:35 minutes in length at BHS & WMS and 6:30 minutes in length for Park Avenue**
- 7-4 The work day of high school teachers will begin **FIFTEEN (15)** minutes before the designated starting time for students and will end fifteen (15) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students. Teachers at the middle school will begin fifteen (15) minutes before the designated starting time for students and will end fifteen (15) minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students as described below. Teachers at the elementary school will begin fifteen (15) minutes before the designated starting time for students and will end **twenty (20)** minutes after the dismissal time, except as to the teachers' professional obligation to provide extra help for students as described below. On Fridays and days before holidays, a teacher may leave once all assigned responsibilities are met.
- 7-5 Teachers who meet with co-workers district wide on professional development days may have their work day start and end times adjusted by administration, but they will not work more than 7 hours, including a 30 minute duty free lunch.
- 7-6 All high school and middle school teachers will designate a "late night" weekly (Tuesday, Wednesday or Thursday) where they will be available an additional thirty (30) minutes after their work day ends to offer extra help to students.
- 7-7 All teachers will be granted a duty free lunch period of at least 30 minutes daily.
- 7-8 All elementary school teachers and elementary teaching specialists will receive at least 45 consecutive minutes preparation period daily. All elementary specialists will teach no more than six (6) periods per day.

- 7-9 All middle school teachers will receive at least 45 consecutive minutes of preparation time daily. One (1) period per week will be designated for common planning time or grade level team meetings.
- 7-10 All high school teachers will be assigned 5 classes, have one duty period and one preparation period. Each period will run approximately 50-80 minutes. The schedule will run on a 7 day cycle with one period dropped daily.
- 7-11 In order to meet the scheduling needs of students which arise from time to time, the Superintendent may post, in accordance with Article 20-2, the availability of an extra class of instruction in lieu of a preparation period. Compensation for such instruction will be 1/7 (one-seventh) of the assigned teacher's current base salary.
- 7-12 Before and after school duties (during the teachers required school day) will be assigned equitably.
- 7-13 Teachers may leave the school grounds with the permission of the building principal or his designee during the time school is in session. This shall include a teacher's duty-free lunch period.
- 7-14 Teachers participation in extra-curricular activities and all other activities beyond the regular school hours shall be voluntary and/or compensated according to schedule. (Appendix B).

Meetings

- 7-15 Teachers may be required to attend two (2) meetings per month: one (1) shall be a general faculty meeting and one (1) shall be for grade level or departmental curriculum development. Such meetings may be up to seventy-five (75) minutes in duration.

Parent/evening meetings

- 7-16 Teachers (which includes all bargaining unit members) may be required to attend up to 3 scheduled evening events which may include but is not limited to parent teacher conferences, orientation and showcase. Teacher attendance at each event shall be limited to 2 hours. The administration will seek input from building representatives when determining the start and end time of each event.

Substitutes

- 7-17 The Committee will advertise for substitute teachers and nurses as necessary. Every effort will be made to hire substitutes for absent teachers and nurses.
- 7-18 Every effort will be made to avoid using a regularly assigned teacher as a substitute teacher. In those cases where regular substitutes are not available, a regular teacher may be assigned to serve as a substitute during his/her preparation time. The teacher will be compensated at a rate of \$30.

Nurses

- 7-19 Nurses covered under this contract shall be licensed by the DESE. Due to the nature of their work, nurses will use their professional discretion in determining their daily

schedule. They will however be expected to attend general staff meetings and the scheduled evening meetings referred to above.

- 7-20 Nurses will be required to review health records of incoming Kindergarten students and schedule and assist with pre-athletic exams as part of their work year.

Article VIII - Evaluation

- 8-1 The evaluation instrument and procedure developed jointly by the parties to this Agreement in accordance with G.L. c.71, S38 are incorporated into the Agreement by reference. The Association and Superintendent shall meet annually for purposes of reviewing the evaluation instrument and procedures. Any substantive changes must be ratified by both parties.

Article IX- Teacher Files

- 9-1 No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- 9-2 The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 9-3 Examination of the files of teachers shall be in accordance with Chapter 71 Section 42C of the General Laws of Massachusetts.
- 9-4 Upon written request by the teachers, the Superintendent shall reproduce any material in the teachers file with the exception of letters of reference.
- 9-5 Any credible complaints regarding a teacher made to any member of the administration by a parent, student, or other person, will be promptly called to the attention of the teacher.
- 9-6 No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Superintendent by statute, with respect to a decision not to renew employees without professional status.
- 9-7 The Association recognizes the authority and responsibility of the Principal for disciplining and reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration above the level of the Principal, however, he/she will be entitled to have a representative of the Association present. If a teacher is to be disciplined or reprimanded by an immediate superior, other than the Superintendent, it will be done privately.

Article X - General

- 10-1 The Committee will strive to provide students and teachers with safe and healthful schools. This would include periodic professional development on issues of student and classroom safety, teacher liability and legal rights to maintain a classroom environment where all students have the right and responsibility to learn.

- 10-2 Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Building Principal in writing. The Building Principal will provide a copy to the Superintendent.
- 10-3 The Superintendent will comply with any reasonable request from the teacher for information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, police, and the courts.
- 10-4 In case of personal injury to a teacher sustained as a result of, and in the performance of the teacher's duties, the Superintendent's office will notify the Massachusetts Teachers' Retirement Board as required by General Laws Chapter 32, Section 7, and will provide a copy of such notification to the teacher.
- 10-5 Bargaining unit members will immediately notify the building principal and provide specific and articulate documentation if their personal property is damaged or stolen while on duty for the district. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request from the member for reimbursement. Such report shall be forwarded to the Superintendent and his/her designee, who will review using due diligence and respond to any reasonable request for reimbursement.
- 10-6 All teachers are covered by Workers' Compensation. A teacher who is collecting Workers' Compensation may use accumulated sick leave to make up the difference, if any, between regular pay and Workers' Compensation payments allocated to lost time. Teachers shall assist the School Committee by providing information needed, or if physically able, appearing at hearings related to their Worker's Compensation benefits.

Article XI - Sick Leave

- 11-1 Teachers shall be entitled to fifteen (15) days paid leave for absence due to illness each school year. The annual fifteen (15) day allotment shall be pro-rated for teachers who are not employed for a full school year.
- 11-2 In addition to personal illness or injury, sick leave may be utilized for a maximum of seven (7) days per year for illness in the immediate family (immediate family is defined in Article XV-Funeral Leave 15-1).
- 11-3 Teachers whose absences result from school related assault, or injuries, while on official duty, shall have no deductions made from their sick leave. Teachers unable to work as a result of a school-related assault, or injuries, shall receive the difference between any/all compensation insurance payments and the teacher's regular pay.
- 11-4 Sick leave shall be accumulated to a maximum of one hundred twenty (120) days, with the proviso that in any given year a teacher shall be entitled to use that year's allotment of fifteen (15) days before leave due to illness is charged to accumulated leave.
- 11-5 For the length of this contract, upon expiration of sick leave allowed by the Committee the daily deduction of a teacher's pay shall be 1/185th of the annual salary. A teacher may appeal in writing to the Committee in cases where there has been apparent hardship due to excessive absence for illness.

- 11-6 A medical certificate will be required for sick leave in excess of five (5) consecutive days or if a teacher's absence from duty reoccurs frequently or habitually indicating just cause for requiring such a certificate and such teacher has been previously warned orally.
- 11-7 Employees must notify the district of their absence at least 2 hours prior to the start of the school day, but preferably the day before. In emergency situations that do not allow for a 2 hour notice, the employee must contact the administration at their school.
- 11-8 Each teacher will have at least two (2) days of appropriate grade level and/or subject matter lesson plans available and easily accessible at all times in order to ensure the educational progress of students during their absence.

Article XII - Sick Leave Bank

- 12-1 The Webster School Committee agrees to establish a sick leave bank for the use of professional personnel who have exhausted their accumulated and annual sick leave days and require additional leave to make full recovery from illness and would otherwise lose pay through continued illness.
- 12-2 Only personnel covered by this collective bargaining agreement shall be eligible to receive the benefits of this bank.

Enrollment

- 12-3 Open enrollment will be held during the month of September annually. The Superintendent's office will send out enrollment information. If not already a member of any Webster School Department sick bank, initial contribution for new members is as follows:

In 0-5 years of employment	2 days
In 6-10 years of employment	3 days
In 11-15 years of employment	4 days
In 16-20 years of employment	5 days

No new members who have completed 20 years of service may enroll in the sick bank after the 2013-2014 school year. This is a onetime enrollment window that will require a 6 day contribution. A onetime exception will also be made for any unit member who was a sick bank member within the past 2 years. They may rejoin for a 2 day contribution.

Annual Contribution

- 12-4 The bank will have a maximum of 500 days and a minimum of 250 days. All members will contribute one day annually until the bank reaches 500 days. Should the bank fall below 250, all members will be assessed an additional day at that time. Once the bank reaches 500 days, only new members contribute the required number of days for enrollment.
- 12-5 Number of Sick Bank days an employee is eligible to receive:

In 0-5 years of employment	30 days per year
In 6-10 years of employment	60 days per year
In 11-15 years of employment	90 days per year
In 16-20+ years of employment	120 days per year

Days expire June 30 and members may reapply for a new allotment in each new fiscal year (July 1-June 30).

12-6 In the event that a member of the Association has exhausted his/her sick leave (accumulated and sick bank) due to critical or long-term illness or accident, the Association may appeal to the Superintendent to solicit from its members an appropriate number of sick days needed to cover the absent employee for the remainder of the school year. Employee contribution will be voluntary.

The Superintendent will render a decision on activating this provision on a case by case basis.

The decision is not subject to the grievance procedure.

Opting out

12-7 Any employee who wishes to withdraw from the sick bank must do so in writing to the Superintendent by September 15th.

Qualifications for use

12-8 The committee will consider the following:

Is the member suffering from a serious long term illness, accident, life threatening disease;

Is the member under the regular care of a physician;

Previous use of the sick bank;

Attendance;

Use of all accumulated leave;

Timely submission by the patient or designee of medical documentation, preferably with a diagnosis and estimated return to work.

Elective and/or cosmetic surgery does not qualify for sick bank usage.

Sick Bank Committee

12-9 The Committee will be made up of 4 members: two (2) selected by the teachers unit and two (2) members of the School Committee or their Designees. A chairperson will be elected from among the committee annually. Ideally the Committee will meet in person to award or deny days from the sick bank, but the Chairperson may contact committee members electronically or by phone for their vote.

Return to work

12-10 Members who were awarded days from the Sick Bank will receive 5 additional sick days deducted from the sick bank on their return to work. **These days will expire at the end of the school year and cannot be carried over.**

12-11 Under no circumstances will employees be allowed to donate their accumulated sick leave to the bank when they retire or leave the system.

Article XIII - Leaves of Absence

13-1 Leaves of absence without pay, for up to two (2) years, may be granted at the discretion of the Committee for the purpose of:

A. Personal Illness

B. Family Illness (Immediate Family)

Or, for one (1) year for the purpose of

C. Maternity/Adoption

D. Professional Improvement

E. Pursue Alternative Careers

- 13-2 A teacher requesting a leave of absence without pay, not to exceed two years, who returns to the Webster School System after the leave period will be placed on the level of the current salary schedule commensurate with his/her preparation and experience.
- 13-3 Professional obligations shall be met by teachers requesting and receiving leaves of absence without pay by returning to the school system upon termination of the leave for a minimum of one year. Notification shall be submitted four (4) months prior to the opening of school. The Committee may grant other leaves of absence without pay at their discretion.
- 13-4 Any employee may be granted an unpaid leave of absence of up to two years by the Committee to accept an appointment or position with the Massachusetts Teachers Association (MTA) or National Education Association (NEA).
- 13-5 The Committee may grant a leave of absence without pay to any employee to serve in any elected public office. Such leave shall be for the period of one term.
- 13-6 Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.
- 13-7 Employees are entitled to leave under the Federal Family and Medical Leave Act and the Massachusetts Small Necessities Leave Act subject to policies adopted by the District governing the taking of such leave. Said policies will be appended to this Agreement.

Article XIV - Personal Leave

- 14-1 Teachers will be allowed up to two (2) personal leave days annually subject to the following conditions:
 - (1) leave is to be used for personal business that cannot be accomplished outside the school day;
 - (2) except in an emergency, with the prior written approval of the Superintendent, leave may not be taken on
 - (a) the first ten (10) days of the school year;
 - (b) the last ten (10) days of the school year; or
 - (c) the day before or after a school holiday or vacation.
 - (3) personal days may be taken in one-half (½) day increments
 - (4) **Except in case of emergency notification must be given with as much advance notice as possible with a minimum of 48 hours. At the end of a school year, anyone with 2 personal days remaining will be given 1 additional sick day for the following year.**
Teacher must have appropriate grade level and/or subject matter lesson plans available and easily accessible at all time in order to ensure the education progress of students during their absence, except in the case emergency situations.
- 14-2 Teachers at the discretion of the Superintendent, may attend conferences, meetings, or visit other schools for educational and/or professional purposes. Reimbursement for such activities will depend upon the Superintendent's approval.

Article XV - Funeral Leave

- 15-1 In the event of death in the immediate family a teacher will be granted leave with pay, not to exceed four (4) working days, (which need not be consecutive) to attend the funeral or commemorative service or to attend to other needs surrounding the death. Immediate family shall mean mother, father, brothers, sisters, mother-in-law, father-in-law, sons, daughters, spouse, grandparents, grandchildren and persons living in the same household.
- 15-2 A teacher may take up to (4) four bereavement days per year for a death not covered by funeral leave. Bereavement days will be deducted from sick days.

Article XVI – Maternity/Parenting Leave

- 16-1 The parties agree to act consistently with the maternity leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.
- 16-2 Maternity Leave without pay shall be granted to any teacher as follows:
- a As long as the pregnant teacher is able to perform her duties, she may continue to teach. The maternity leave of absence shall begin when in the opinion of the administration, the teacher, and her doctor, such action becomes advisable. A teacher may use accrued sick leave for the period in which she is disabled, up to eight (8) weeks after giving birth. After eight (8) weeks a physician's note will be required to extend the leave.
 - b A teacher may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one week's notice of return is required.
 - c. For maternity/parental leave which commences on or after April 1 during the school year, a teacher will be eligible for an additional year of unpaid parental leave during the following school year. For maternity/parental leave which commences prior to April 1 a teacher will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made by the Superintendent on a case by case basis. The Superintendent's decision is not grievable.
 - d. A teacher adopting a child shall be entitled upon written notice to a leave to commence any time during the first year after receiving such custody if necessary in order to fulfill the requirement of adoption. The terms of such leave shall be the same as those specified under Maternity/Parental Leaves above.
 - e **Non birth parents may use accrued sick time leave for up to 10 days for parental leave, with 30 days advance notice, if at all possible.**
- 16-3 Other Parental Leave Provisions as follows:
- a. Maternity leave in case of interrupted pregnancy or intent of adoption may be terminated if:
 - 1. A teacher requests in writing to the Superintendent the desire to return to his/her position and provides medical approval.

2. The Superintendent requests the return of a teacher to a position or a substantially equivalent position, such action subject to medical approval.
- b. All benefits to which a teacher was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said teacher upon return, said teacher will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. A teacher who had taught ninety-three (93) or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.
 - c. A teacher returning from a parental leave will be assigned to the same position which the teacher held at the time said leave commenced or, if that position is no longer in existence, to a substantially equivalent position.
 - d. While on leave, a teacher shall have the option to remain an active participant in any other school connected insurance program in which the teacher is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the teacher were actively employed. Additional administrative costs may apply.
 - e. It is incumbent upon the teacher on extended leave to notify the Superintendent by February 1 following the date of birth of a child of intent to return to previous duties or to resign.
 - f. These provisions shall be interpreted so as to permit total compliance with federal and state (Massachusetts) laws and regulations governing leave on account of pregnancy.
 - g. Adoptive parents are eligible for the benefits under this Article.
 - h. Family Medical Leave - Family and Medical leave shall be granted in accordance with applicable state and federal laws, provided that such leaves shall be granted coincident with and not in addition to the leaves provided in this Agreement.

Article XVII - Military Leave

17-1 A leave of absence for required military service without pay shall be granted upon written request to any teacher, employed by the Committee who enters a branch of the Armed Services of the United States for four (4) years or less. Such an individual shall retain and continue to accumulate seniority during this period, provided that he applies for reinstatement with the Committee within ninety (90) days after discharge and prior to March 1st of the subsequent school year. Required military service shall mean induction into the Armed Service or voluntary enlistment in lieu of imminent induction into the Armed Service.

- 17-2 Evidence of satisfactory physical and mental health as determined by a physician approved by the Committee must be filed with the Committee as directed before said teacher is returned to duty.
- 17-3 The Association accepts that the Committee cannot guarantee the return of any teacher to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one half year in length; the Committee will, however, make every effort to return a teacher to the same or comparable position to that prior to the leave.
- 17-4 Credit for Military Service: Full credit on salary schedule, year for year, up to a limit of four (4) years, for service in the Armed Forces while on military leave of absence from the Webster School System is granted.

Article XVIII - Sabbatical Leave

- 18-1 Sabbatical leaves may be granted for study to members of the teaching staff by the Superintendent subject to the following conditions.
- 18-2 Not more than two (2) percent of the teaching staff shall be absent on Sabbatical Leave at any one time.
- 18-3 Requests for Sabbatical Leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent of Schools, not later than December 31 and action must be taken on all such requests not later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.
- 18-4 The teacher must have completed at least seven (7) consecutive full school years of service in the Webster School System.
- 18-5 Teachers on Sabbatical Leave will be paid at one hundred (100) percent of their regular salary rate for 12 months, provided that such pay when added to any program grant, will not exceed their regular salary rate.
- 18-6 Prior to the granting of Sabbatical Leave, a teacher shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to the service of the Webster School System, for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Webster School System an amount equal to such portion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless such default is due to illness or disability which incapacitates them as a teacher for more than 1 year or death.

Article XIX - Reduction In Force

- 19-1 The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. No employee with professional status will be laid off until all teachers without professional status have been laid off unless the least senior teacher with professional status is not qualified to perform the duties of last remaining teacher without professional status.
- 19-2 When a reduction of the number of teachers in a grade level or subject area is necessary, volunteers will be considered for transfer first. When there are no volunteers, layoffs shall be conducted within disciplines based on a teacher's job performance and the

best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Webster Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. A teacher's placement on the salary schedule shall not be a factor in the consideration of layoffs.

- 19-3 "Seniority" means an employee's length of service in years, months and days working in the bargaining unit under a valid teaching license from the initial date of teaching in the district. An employee who has been employed part-time for any given year will receive a fraction of a year's seniority equivalent to the amount of employment. Accrual of seniority shall include only paid leaves of absence.
- 19-4 "Qualified" means that the teacher holds a valid active license for the position or an inactive license which can be activated within the timelines defined by the Department of Elementary and Secondary Education.
- 19-5 Cases of identical seniority in the same subject area shall be resolved by granting preference to the employee with the highest level of educational training as of June 1st of each year. If these are identical, preference will be given to the employee with the most credits in a subject area (these credits to be filed with the Superintendent of Schools by June 1st of each year). If identical, then preference will be given to the employee with the most total years of teaching both in and outside the system.
- 19-6 Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15th of the school year preceding the year in which the reduction will take effect. Teachers **with exemplary or proficient ratings** who have been laid off shall be entitled to recall rights for a recall period of one (1) year after the effective date of the layoff; the Webster Educator's Association Building Representatives shall be notified of openings. **Teachers may extend the recall period to a second year if they express interest in writing to the Superintendent by July 1st.** Preference for positions as they develop will be in the inverse order of their respective lay off dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff.
- 19-7 Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of certification in the Webster Public Schools at their last known address. The teacher is responsible for notifying the Superintendent of his/her current mailing address. Failure to apply for any open full time, permanent position within his/her area of certification within fifteen (15) weekdays following such notification by the Superintendent shall terminate all rights under this Article.
- 19-8 Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium plus any administrative costs. Failure

to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

- 19-9 While members of the bargaining unit continue on layoff during the recall period the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system declined an offer to fill the vacancy.
- 19-10 For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Webster School System.
- 19-11 A seniority list shall be compiled and updated at the beginning of each school year. A copy shall be given to the Association by November 1st and any challenge to the list shall be made by December 15th. The Administration shall respond to the Association's challenge by January 30th. A meeting between the parties shall take place before March 1st to resolve any issues.
- 19-12 All benefits, including salary to which an employee was entitled at the time of lay-off, shall be restored in full upon re-employment within the recall period.

Article XX - Transfer Policy

- 20-1 On an annual basis the Superintendent will notify all teachers that they may file a statement of interest in a transfer to a permanent vacancy. Teachers desiring to transfer shall file such statement with the Superintendent's office by April 15 of each year.
- 20-2 Permanent Vacancies (defined as an added position in the table of organization or an ongoing position that has been permanently vacated, except positions created by an enrollment shift within the same school or department) shall be simultaneously posted both externally and internally. Teachers must apply for such vacancies within ten (10) school days of the posting, except in the month of August when the application deadline shall be five (5) days. All current employees who apply or have filed a statement of interest applicable to the vacancy shall be given consideration for the vacancy.
- 20-3 In filling such vacancies, the Principal has the final decision. Consideration shall be given to the professional background, attainment and seniority of all applicants. When qualifications are equal, in the judgement of the principal at the school where the position exists, preferential consideration will be given to qualified teachers already employed by the School District.
- 20-4 In extenuating circumstances, the Superintendent may request and the Association may agree to waive the time limits set forth above.
- 20-5 Every effort will be made to notify teachers of their schedules for the ensuing year as soon as practicable and under normal circumstances by July 15. In the case of permanent vacancies occurring during the summer, in addition to the posting set forth above, the President of the Association will be notified and any teacher who has filed a notice of desire to transfer applicable to the vacancy will also be notified. Teachers will be notified of changes in their assignment which develop during the summer as soon as possible and provided the opportunity to meet with the administration relative to any changes.

Article XXI - Grievance Procedure

- 21-1 **Definition:** A grievance is defined to be a question, problem, or disagreement which arises concerning (1) the interpretation of application of any provision of this Contract with respect to wages, hours, or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this agreement. A matter which is reserved to the discretion of the Committee outside the terms of this agreement or by law may not be the subject of a grievance under this agreement.
- 21-1.1 **Informal Procedure for Grievance**
Any teacher or group of teachers having a grievance may discuss the same informally with their immediate supervisor. A grievance may also be discussed with the Committee upon the recommendation of the Superintendent but the Association shall be notified of the nature of the grievance and of the place and time of the discussion and shall be given the opportunity to have a representative or representatives present at the discussion to state any views of the Association respecting the matter. No resolution of any grievance under this informal procedure shall, however, have any effect as an amendment or as a precedent for any formal grievance procedure unless the Association and the Committee shall so agree in writing. Pursuit of the informal procedure shall not be a condition precedent to the pursuit of the formal procedure provided under Section 21-2. If any step is omitted in the informal procedure the grievance shall proceed directly to the formal grievance procedure.
- 21-2 **Formal Procedure for Grievance**
- 21-2.1 **Level One.** The teacher and/or a representative of the Association shall present a written statement of the grievance to the teacher's principal within twenty (20) school days of the date of the grievance or his/her knowledge of its occurrence. Such principal, the teacher, and if the grievant so desires a member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance.
- 21-2.2 **Level Two.** If the grievance shall not have been disposed of under Level One to the satisfaction of the teacher and/or the Association within ten (10) school days after such meeting in Level One above, and the teacher or the Association shall have determined to proceed further, the teacher or a representative of the Association shall, not later than five (5) school days after the written statement under Level One was presented, present a written statement of the grievance to the Superintendent who shall meet with the teacher, the teacher's principal and a representative of the Association within ten (10) school days thereafter in an effort to settle the grievance.
- 21-2.3 **Level Three.** If the grievance shall not have been satisfactorily resolved within five (5) school days after the meeting with the Superintendent at Level Two, the Association may, within five (5) school days thereafter, present a written statement of the grievance to the Committee if the matter being grieved is under the Committee's legal jurisdiction. The Committee will meet with the grievant(s), Superintendent and Association within fifteen (15) school days thereafter at a regularly scheduled Committee meeting in an effort to settle any grievance so submitted and shall have five (5) school days in which to respond to the grievance. Grievances outside of the Committee's jurisdiction may be submitted to arbitration subject to the following paragraph.
- 21-3 **Arbitration**

The Association may, by giving written notice to the School Committee within five (5) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration; in which case the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposal in accordance with the applicable rules of the said tribunal. The jurisdiction of the arbitration of the terms of this agreement; the tribunal shall not have authority to alter, modify or amend this agreement. The decision of the tribunal within the scope of its jurisdiction shall be final and binding upon the parties hereto. The fees of the tribunal shall be shared equally by the parties, provided, that the obligation of the Committee to pay anything other than its own expenses shall be limited to the obligation which the Committee can legally undertake in that connection. If any payment on account of the Committee's obligation is denied or refused as illegal by any official (other than a member or an official of the Committee) having the power to deny or refuse such payment, the fees of the tribunal shall be paid by the other party hereto. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this agreement.

21-4 General Provisions

21-4.1 Determinations of formal grievance shall be in writing, shall include a statement of the reasons therefore, the contract article alleged in violation and the remedy sought, and shall be transmitted promptly to the grievant, to the Association and to the Committee.

21-4.2 Failure of the person or persons to whom presented to make a determination with respect to a grievance by the applicable time limits after presentation shall be deemed denial of the grievance.

21-4.3 Time for meetings to discuss grievances shall be scheduled outside of the school day, unless in the judgment of the appropriate administrator, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

21-4.4 At the request of the Association, after a teacher has discussed a grievance with it, the Committee will make available to the Association such documents and data as the Committee may possess which pertain to the grievance all of which are public records.

21-4.5 Records. While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any teacher involved in a grievance except as may be required to implement the disposition thereof.

21-4.6 No reprisals of any kind shall be taken by any party hereto against any person who participated in any grievance proceeding by reason of such participation.

21-4.7 No grievance in process during the term of the Agreement shall lapse because of the expiration or termination of this Agreement. For any grievance not resolved by the last day of the teacher-year, the phrase "school days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule.

- 21-4.8 If a grievance affects a group or a class of teachers from more than one school, the Association may commence a grievance on behalf of such group or class at Level Two by submitting the grievance in writing to the Superintendent and affected principals. Said grievance shall describe the group or class of teachers affected.
- 21-4.9 All timelines of the grievance process may be extended by mutual agreement.

Article XXII - Salaries

- 22-1 Salaries for all personnel covered by this Agreement are attached hereto as Appendix A, B, C, D, E and F as well as the Notes, and are hereby made a part of this Agreement.
- 22-2 Any expected change in a teacher's salary due to added preparation or advanced degrees as provided in the salary schedule, shall be indicated in writing to the Superintendent's office by December 1st preceding the next school year. Failure to notify the Superintendent by this date will result in a delay of salary advancement to the next school year.
- 22-3 The Committee agrees that teachers shall be placed on the appropriate step on the salary scale each September depending on advanced hours and degree provided that the teacher adhered to the terms of Article 22-2.
- 22-4 Salaries covered by this agreement are based on 185 working days.
- 22-5 All employees covered by this Agreement will be paid every other Thursday, beginning with the 2nd Thursday of September in 21 equal payments with the last payment payable by June 30th plus five payments in a lump sum. **The Committee and the Association agree to meet to discuss the possibility of adding a 26 week pay option for members to choose if they so wish. The two sides agree to meet during year one to discuss the possibility of adding the new option for year two.**
- 22-6 An employee required to use his/her personal vehicle for school business will be paid for mileage at the IRS rate currently prevailing.
- 22-7 All new employees will be required to enroll in direct deposit. Current employees are encouraged to enroll in direct deposit. Those individuals who choose not to use direct deposit will be required to pick up their paychecks at Central Office.

Article XXIII - Course Reimbursement

- 23-1 The Committee agrees to pay costs of graduate-level courses taken at an accredited college/university for professional development by individuals covered by this agreement under the following conditions:
- a. The Superintendent must approve all courses prior to enrollment. Payment will be made for tuition costs of courses taken by teachers of professional status for professional improvement in their areas of concentration and/or assignment. Such approval shall not be unreasonably withheld. Teachers wishing to take courses not applicable to the above must receive prior written approval of the Superintendent of Schools in order to receive reimbursement. Nurses will be reimbursed for both graduate and undergraduate courses in the health/medical field.

- b. The teacher must receive a grade of B or better, or a 'pass' grade from the graduate school. **Documentation must be provided from the graduate school in the form of an official or unofficial transcript.**
 - c. Payment shall be made within thirty (30) days next following presentation to the Superintendent of evidence of successful completion of a course(s), and a copy of the receipted tuition bill. Course intention forms shall be filed by teachers no later than two (2) weeks prior to the start of the first class meeting. Such forms shall be available in each school and may be filed within the respective school office. The Association and the Superintendent shall develop a form for documentation of the course reimbursement process.
 - d. Each bargaining unit member is eligible for up to nine hundred dollars (\$900) annually for reimbursement of tuition and/or fees for course work that meets the requirements stated above. RETELL (SEI endorsement) credits are also eligible for this reimbursement.
- 23-2 A committee shall be established consisting of representatives of the Association and the Administration to discuss and plan professional development programs, provided that final discussions regarding such programs shall be at the discretion of the Superintendent. Such committee shall also develop a method to issue and document professional development points earned by teachers through the school professional development program.

Article XXIV – Payroll Deductions

Health Insurance

- 24-1 All Bargaining unit members regularly scheduled to work in excess of twenty (20) hours per week are eligible to receive such health benefits as the Town of Webster may provide for all full-time employees as follows:
- 24-2 The premium shall be shared at seventy five percent (75%) by the Town and twenty five percent (25%) by the employee.
- 24-3 All employee health insurance contributions will be based upon pre-tax dollars.
- 24-4 Any employee who elects to obtain health insurance other than through the Town of Webster shall receive a stipend of Five Hundred Dollars (\$500.00) each year of contract. This provision also applies to employees who opt not to receive Town insurance because their spouse or other family members obtain health insurance through the Town of Webster. Payment of such stipend shall be made by **the first week in April that is a non-paid week** provided that the payment shall be pro-rated in the case of service of less than a full year.
- 24-5 The Blue Cross-Blue Shield Master Health Plus Insurance splits referenced above are based upon premium rates established through the continuation of the self-insurance rate arrangement rather than the premium rate basis arrangement.
- 24-6 Health Insurance shall be provided in accordance with the Town's program as established via Chapter 32B.

Dues Deductions

24-7 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Webster all payroll deductions for the payment of dues to the Association duly authorized by the employees covered by this Contract. Such dues deductions shall be in equal payments until paid.

Agency Fee

24-8 The Committee agrees to require as a condition of employment, the payment of an Agency Service Fee in accordance with Massachusetts General Laws, Chapter 150E, Section 12.

Annuity Plan

24-9 The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase (either directly or through a third party) an individual or group annuity contract for such employee or employees, said transaction to be handled by the Town Treasurer in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B.

Discontinuation of Payroll Deductions

24-10 Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association thirty (30) days advance written notice.

Article XXV - Longevity

25-1 An annual longevity stipend for continuous years of service in the Webster Schools will be paid according to the following schedule:

Step	After the completion of years:	2018-2019	2019-2020	2020-2021
1	12-18	\$800	\$1,000	\$1,000
2	19-25	\$1,800	\$2,000	\$2,000
3	26-32	\$2,500	\$2,700	\$2,700
4	33+	\$3,500	\$3,700	\$3,700

Said stipends will be paid in a lump sum the first week in December that is a non paid week. The longevity list will be used to determine unit member eligibility for this stipend. Unit members who complete twelve, nineteen, twenty-six or thirty-three years after January 1 of the then current school year must wait until the following year to receive the first stipend or move to a higher stipend.

Article XXVI - Retirement/Resignation

26-1 Upon receipt of an irrevocable letter to the Superintendent, signed by the teacher, stating that he/she shall retire and specifying the effective date of retirement (which shall be the

last day of a given teacher's contract year), teachers whose letter is received by December 1st, shall be entitled to an early retirement incentive bonus of \$2000. The bonus is payable by August 31st of the year of retirement.

A minimum notice of 30 calendar days is required of any teacher who intends to resign.

Conclusion

The provisions of this Agreement shall be effective as of July 1, 2018 and will remain in effect through June 30, 2021. Negotiations for a subsequent agreement will commence no later than the first Monday in October upon written request of either party.

In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least thirty (30) days prior to the consideration of said modification or amendment and if said amendment or modification is thereafter mutually agreed upon, this Agreement will be so amended.

In Witness Whereof the parties of this Contract have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

NOTES:

- A. Any employee covered by this Agreement who is required to extend their work year and perform their duties beyond the normal contractual year shall, if such requirement is approved by the Superintendent, be paid at his/her per diem rate.
- B. The hourly rate for extra duty assignments shall be \$30. Teachers who lead or present professional development programs will be paid at the rate of \$30 per hour for such programs, including preparation but calculated at the rate of one and one-half hours of preparation time for each hour of the presentation.
- C. Co-Curricular Stipends – Association Leadership and Administration will meet to update schedules to reflect activities that are currently ongoing.
- D. All Stipendiary positions will be posted annually.
- E. Stipendiary positions will be increased annually by the same percentage as the teachers' negotiated salary increase.

Appendix "A"
Coaching Stipends

Appendix "A"			
Coaching Stipends			
	2018-2019	2019-2020	2020-2021
	2.75%	2.50%	2.25%
Athletic Director	\$13,808	\$14,153	\$14,471
Baseball JV	\$3,333	\$3,417	\$3,493
Baseball Var.	\$4,707	\$4,825	\$4,933
MS Baseball	\$2,675	\$2,742	\$2,804
Basketball (Fresh)	\$3,016	\$3,091	\$3,161
Basketball JH (B&G)	\$2,749	\$2,817	\$2,881
Basketball JV (B&G)	\$3,914	\$4,012	\$4,102
Basketball Varsity (B&G)	\$6,084	\$6,236	\$6,376
Cheerleader (Fall)	\$2,014	\$2,064	\$2,111
Cheerleader JV	\$2,014	\$2,064	\$2,111
Cheerlead. (Winter)	\$2,468	\$2,530	\$2,587
Cross Country (B&G)	\$3,333	\$3,417	\$3,493
Football, Head Coach	\$7,086	\$7,263	\$7,426
Football Asst.	\$4,336	\$4,444	\$4,544
Football Asst.	\$4,336	\$4,444	\$4,544
Football Asst.	\$4,336	\$4,444	\$4,544
MS Football	\$4,220	\$4,326	\$4,423
Golf	\$2,654	\$2,720	\$2,782
Indoor Track (B&G)	\$2,654	\$2,720	\$2,782
JH Intramurals (fall)	\$549	\$562	\$575
MS Intramurals	\$1,853	\$1,899	\$1,942
MS Intramurals (Asst.)	\$1,161	\$1,190	\$1,217
Soccer JV (B&G)	\$3,333	\$3,417	\$3,493
Soccer Var. (B&G)	\$4,496	\$4,609	\$4,712
Middle School Soccer (boys)	\$2,675	\$2,742	\$2,804
Middle School Soccer (girls)	\$2,675	\$2,742	\$2,804
Softball JV	\$3,333	\$3,417	\$3,493
Softball Varsity	\$4,707	\$4,825	\$4,933
MS Softball	\$2,675	\$2,742	\$2,804
Tennis (B&G)	\$3,333	\$3,417	\$3,493
Track (B&G)	\$4,126	\$4,230	\$4,325
Trainer – Fall	\$6,715	\$6,88	\$7,038

Trainer – Winter	\$5,905	\$6,053	\$6,18
Trainer - Spring	\$4,796	\$4,916	\$5,027
HS Volleyball	\$2,583	\$2,648	\$2,708
JV Volleyball	\$1,960	\$2,009	\$2,054
MS Cross Country (boys)	\$2,675	\$2,742	\$2,804
MS Cross Country (girls)	\$2,675	\$2,742	\$2,804

NOTES:

Coaches are represented in this Agreement through the above salary schedule only, and are not affected by other language provisions; except insofar as they may be employed as teachers in the Webster Public Schools. To clarify, teachers in the Webster Public Schools who also accept coaching positions surrender no rights or benefits under this Agreement except that in their coaching positions they serve at the will of the School Committee.

Appendix "B"
Co-Curricular Stipends

	2018-2019	2019-2020	2020-2021
Appendix "B"	2.75%	2.50%	2.25%
Co-Curricular Stipends			
Art Club	\$1,727	\$1,770	\$1,810
Band Director	\$1,727	\$1,770	\$1,810
Chronicle	\$2,038	\$2,088	\$2,135
Chronicle	\$2,038	\$2,088	\$2,135
DECA	\$557	\$571	\$584
Freshman Class Adv.	\$1,297	\$1,329	\$1,359
Future Teachers	\$1,358	\$1,392	\$1,424
Jr. NHS	\$773	\$792	\$810
Junior Class Adv.	\$1,358	\$1,392	\$1,424
Medical Careers	\$1,297	\$1,329	\$1,359
Mock Trial	\$876	\$898	\$919
Musical Programs- WMS	\$1,297	\$1,329	\$1,359
National Honor Society	\$1,944	\$1,993	\$2,037
National Honor Society	\$1,944	\$1,993	\$2,037
Science Fair Jr	\$863	\$885	\$905
Senior Class Advisor	\$2,038	\$2,088	\$2,135
Senior Class Advisor	\$2,038	\$2,088	\$2,135
Show Choir	\$3,209	\$3,289	\$3,363
Sophomore Class Adv.	\$1,297	\$1,329	\$1,359
Student Council (Jr)	\$2,038	\$2,088	\$2,135
Student Council (Sr)	\$2,468	\$2,530	\$2,587
Super Team	\$679	\$696	\$712
Theatre/Drama HS	\$1,315	\$1,348	\$1,378
Theatre/Drama WMS	\$876	\$898	\$919
WMS Art Club	\$1,727	\$1,770	\$1,810
WMS Newspaper	\$773	\$792	\$810
WMS Yearbook	\$557	\$571	\$584
WMS Yearbook	\$557	\$571	\$584
Webmaster Park Ave Elem	\$2,281	\$2,338	\$2,391
Webmaster WMS	\$2,281	\$2,338	\$2,391
Webmaster Bartlett HS	\$2,281	\$2,338	\$2,391
Diversity Club Advisor	\$1,100	\$1,128	\$1,154
Tech Support Club Advisor	\$1,983	\$2,033	\$2,078
NEASC Coordinator	**\$0	**\$0	**\$0

** The stipend amount for NEASC Coordinator will be set during 2021 successor contract negotiations and will be paid in 2023.

NOTES:

- A. No stipend will be paid for any activity involving fewer than 12 students.
- B. There is an expectation that clubs involve significant after-school hours.
- C. No later than October 1 of each year a representative of the Association at each school shall review with the principal which co-curricular activities will be funded for the school year and the Association shall present a list of same with the agreed stipend to the Superintendent for agreement and attachment to the agreement.

Appendix "C"
Salary

2018-2019

2.75%

	BA	MA	MA+30	MA+60
1	49,982	51,865	53,278	54,538
2	52,264	54,148	55,560	56,820
3	54,545	56,429	57,842	59,100
4	56,828	58,711	60,124	61,383
5	59,110	60,993	62,405	63,664
6	61,391	63,277	64,688	65,946
7	63,674	65,558	66,971	68,230
8	65,956	67,842	69,255	70,512
9	68,238	70,124	71,537	72,795
10	70,521	72,404	73,817	75,075
11	72,802	74,687	76,100	77,357
12	75,087	76,969	78,383	79,642
13	77,368	79,252	80,664	81,923
14	79,648	81,532	82,946	84,204

2019-2020

2.50%

	BA	MA	MA+30	MA+60
1	51,231	53,162	54,610	55,901
2	53,570	55,502	56,949	58,240
3	55,908	57,840	59,288	60,577
4	58,249	60,179	61,627	62,917
5	60,588	62,518	63,965	65,255
6	62,926	64,858	66,306	67,595
7	65,266	67,197	68,646	69,936
8	67,605	69,538	70,986	72,275
9	69,944	71,877	73,325	74,615
10	72,284	74,214	75,662	76,952
11	74,623	76,554	78,002	79,291
12	76,964	78,893	80,342	81,633
13	79,302	81,233	82,680	83,971
14	81,639	83,570	85,020	86,309

2020-2021
2.25%

	BA	MA	MA+30	MA+60
1	52,384	54,358	55,839	57,159
2	54,776	56,751	58,230	59,551
3	57,166	59,141	60,622	61,940
4	59,559	61,533	63,014	64,333
5	61,951	63,925	65,405	66,724
6	64,342	66,318	67,797	69,116
7	66,735	68,708	70,190	71,509
8	69,126	71,102	72,583	73,901
9	71,518	73,494	74,975	76,294
10	73,911	75,884	77,364	78,684
11	76,302	78,277	79,757	81,075
12	78,695	80,668	82,150	83,469
13	81,086	83,061	84,541	85,860
14	83,476	85,451	86,933	88,251

Appendix "D"

Leader Job Descriptions

Bartlett High School
Department/Curriculum Leaders

Grades 9-12:

Stipend - Per Department Member - \$451

Departments: ELA, Math /Business, Social Studies, Science, Foreign Language, Guidance, Fine Arts, Physical Education/Health, and Special Education

- All positions are annually appointed
- BHS Department/Curriculum Leader(s) will be released from a supervisory assignment when schedule allows

Qualifications:

- Professional Status (preferred)
- Current rating of Exemplary or Proficient on the Educator Evaluation System
- Comprehensive understanding of the current MA Frameworks and Assessment systems
- Comprehensive understanding of curriculum, instruction, assessment, and effective lesson planning and design

Essential Functions and Performance Responsibilities:

- Assist in fostering a positive, cooperative school culture/climate for the improvement of teaching and learning
- Maintain standards of excellence in the specific content by strengthening the ability of teachers to deliver effective curriculum, instruction, and assessments
- Work collaboratively with Directors of Curriculum and Principal to provide leadership in areas of evaluation, selection, and implementation of curriculum, instruction, and assessments
- Ensure curriculum being delivered aligns with the current Massachusetts Curriculum Frameworks and federal, state and district requirements
- Disseminate any changes or updates to the Massachusetts Curriculum Frameworks and state testing in a timely fashion
- Work with teachers to improve their pedagogy to identify the effectiveness of instruction in a supportive and non-evaluative way
- Model effective instructional strategies for teachers
- Ensure that the information generated by common assessments is accessible to teachers to promote student remediation and the differentiation of instruction
- Participate in Principal's leadership meetings twice per month
- Participate as a member of the site-based and district-based Instructional Leadership Teams (ILT)
- Plan and conduct monthly department meetings
- Develop agendas, facilitate department meetings, maintain participant sign-in sheets, and prepare minutes
- Effectively communicate and disseminate information in a timely manner to team members and administrators
- Collaborate with Professional Development Committee using student data and needs of the department to suggest professional learning opportunities consistent with district and building initiatives
- Provide information to assist the Principal with developing the school budget (e.g., recommending the requisition of books/instructional material, supplies, and the purchase/repair/replacement of equipment and consumables)
- Participate in the hiring process and orientation of new teachers as per the direction of the Principal
- Assist with in-service trainings in the areas of curriculum, instruction, and assessment, as needed
- Represent, as necessary the school or school department at professional meetings and conferences
- Advise the administration, when required, in making course/teacher assignments
- Confer, as necessary, with parents and professional personnel
- Devote additional time beyond the regular school day and school year
- Perform any other responsibilities related to the PreK-12 curriculum and educational programs which may be required by the Superintendent, Directors of Curriculum, and Principal

**Webster Middle School
Content Leaders**

Grades 5-8

Stipend - \$2,041

5 Positions: ELA , Math , Social Studies, Science, and Unified Arts

- All positions are annually appointed

Qualifications:

- Professional Status (preferred)
- Current rating of Exemplary or Proficient on the Educator Evaluation System
- Comprehensive understanding of the current MA Frameworks and Assessment systems
- Comprehensive understanding of curriculum, instruction, assessment, and effective lesson planning and design

Essential Functions and Performance Responsibilities:

- Assist in fostering a positive, cooperative school culture/climate for the improvement of teaching and learning
- Work collaboratively with Directors of Curriculum and Principal and provide leadership in areas of evaluation, selection, and implementation of curriculum, instruction, and assessments
- Participate in Principal's leadership meetings twice per month
- Participate in site-based and district-based curriculum committee meetings, as needed
- Participate as a member of the district professional development committee, as needed
- Participate as a member of the site-based and district-based Instructional Leadership Team (I.L.T)
- Plan and conduct monthly department meetings
- Develop agendas, facilitate department meetings, maintain participant sign-in sheets, and prepare minutes
- Effectively communicate and disseminate information in a timely manner to team members and administrators
- Provide information to assist the Principal with developing the school budget (e.g., recommending the requisition of books/instructional materials, supplies, and the purchase/repair/replacement of equipment and consumables)
- Orient new department staff members
- Perform any other responsibilities related to the PreK-12 curriculum and educational programs which may be required by the Superintendent, Directors of Curriculum, and Principal

**Park Avenue Elementary School
Grade Level Leaders**

**Grades PreK-4
Stipend - \$2,041**

Up to 6 positions (SY 2018-2019 - Requires Grant Funded)

Up to 6 positions (SY 2019-2020, SY 2020-2021 - LEA)

PreK K, Grade 1, Grade 2, Grade 3, Grade 4, and Unified Arts

- All positions are annually appointed

Qualifications:

- Professional Status (preferred)
- Current rating of Exemplary or Proficient on the Educator Evaluation System
- Comprehensive understanding of the current MA Frameworks and Assessment systems
- Comprehensive understanding of curriculum, instruction, assessment, and effective lesson planning and design

Essential Functions and Performance Responsibilities:

- Assist in fostering a positive, cooperative school culture/climate for the improvement of teaching and learning
- Work collaboratively with Directors of Curriculum and Principal to provide leadership in areas of evaluation, selection, and implementation of curriculum, instruction, and assessments
- Participate in Principal's leadership meetings twice per month
- Participate in site-based and district-based curriculum committee meetings, as needed
- Participate as a member of the district professional development committee, as needed
- Participate as a member of the site-based and district-based Instructional Leadership Team (ILT)
- Develop agendas, facilitate grade level meetings, maintain participant sign-in sheets, and prepare minutes
- Effectively communicate and disseminate information in a timely manner to team members and administrators
- Maintain minutes of each grade level meeting to include a list of attendees and participant signatures
- Provide information to assist the Principal with developing the school budget (e.g., recommending the requisition of books/instructional materials, supplies, and the purchase/repair/replacement of equipment and consumables)
- Orient new grade level staff members
- Perform any other responsibilities related to the PreK-12 curriculum and educational programs which may be required by the Superintendent, Directors of Curriculum, and Principal

Appendix "E"
Extended Work Year

- A. The following positions may require a work year beyond 185 days **with prior approval from administration to meet the needs of the school/district.** Compensation will be at the individuals per diem rate.

Guidance	up to 10 additional days
Academic coaches	up to 10 additional days
Nurse	up to 5 additional days
Special Education Team Chairs	up to 12 additional days
School Psychologist	up to 12 additional days
BCBA	up to 12 additional days

Additional days will be six (6) hours in length and they will not include lunch or preparation period. Employees will normally work full days, but may work two half-days to equal one whole day with the permission of administration.

Compensation will be at the individuals per diem rate, except for the six (6) current Special Education Team Chairs (3), School Psychologist (1) and BCBA (2) staff (2018), who will be grandfathered in at the stipend rate of \$5,549. This said stipend will not see a percentage increase over the term of the contract.

Appendix "F"
Mentors

Only trained teachers with Professional Teaching Status (PTS) with exemplary or proficient evaluations qualify to be mentors.

Mentor training will be offered annually and teachers must reapply annually to be considered as a mentor

Each new teacher will have a mentor. Ideally, each mentor will have one (1) mentee, but no more than two (2) mentees.

Year 1 \$625 per mentee

Year 2 \$400 per mentee

District mentors will run mini workshops to fill in local gaps with support from the Curriculum Office.

Appendix "G"
G Blended with Appendix E

Contract
Between
The Webster Educators' Association
And
The Webster School Committee

This Agreement is made and entered into by and between the
Webster Educators' Association and the Webster School Committee

Bartlett High School

Department / Curriculum Leaders

For the **2019-2020 school year** the ELA and History
Departments will be combined to be one Humanities
Department under the ELA Department / Curriculum Leader
Stipend is \$462.00 per department member

ADD Section 7-6 Page 8

For the period of July 1, 2018 – June 30, 2021

All high school and middle school teachers will designate a
"late night" weekly (~~Tuesday, Wednesday or Thursday~~)
(Monday – Friday) where they will be available on
additional thirty (30) minutes after their work day ends to
offer extra help to students

Agreed this 24th day of Sept., 2019

Webster School Committee

Webster Educators' Assoc.

Ellen Jeffers

Ellen Sedditi

Al Orna

Robert Wilson

Paula Licata

Shirley

**SIDE LETTER OF AGREEMENT
BY AND BETWEEN
THE
WEBSTER EDUCATION ASSOCIATION AND THE
WEBSTER PUBLIC SCHOOLS**

This Agreement is entered into this ___ day of September 2021 by and between the above referenced two parties (hereinafter collectively referred to as “the Parties.”)

WHEREAS, the COVID-19 pandemic continues, Massachusetts school districts are continuing with implementing safety protocols to best ensure the safety of the students, faculty and staff of the Webster Public Schools; and

WHEREAS, the administration of the Webster Public Schools met with the Webster Education Association to bargain over the impacts the administration’s education decisions will have on the Association’s membership.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and representations, the parties agree as follows:

Covid Safety Protocols:

1. The health and safety recommendations from Center for Disease Control and Prevention (CDC), the American Academy of Pediatrics, the Massachusetts Department of Elementary and Secondary Education (DESE) and the Webster Board of Health (BOH) have been taken into consideration for the following protocols for the Webster Public School District. These will be followed to the best of everyone’s ability and are subject to change at anytime.
 - Wearing masks that cover the nose and mouth indoors and on all buses
 - Social distancing when eating without masks. We will attempt to have 3 feet distance between students when masks are off while students are eating. Students will be facing forward and all seats will face the same direction.
 - Using hand sanitizer and washing hands frequently
 - Staying home when sick
 - Mask breaks should be outdoors whenever possible.
 - No social distancing requirements will be in place between student desks in classrooms. Teachers will assign seats and maintain seating charts to assist with contact tracing.
 - All employees and students will provide their own masks and wash them daily. Disposable masks will be provided to anyone who does not have one.

- School nurses will coordinate with custodial staff for additional cleaning as needed when individuals are under investigation, quarantine or isolation.
 - Staff will have access to cleaning materials for their classrooms.
 - Custodians will continue to maintain the cleaning protocols established and continue to maintain the ventilation systems in school buildings
 - School Nurses will have access to rapid tests for symptomatic staff and students IF parents/ guardians have filled out the permissions consent forms
2. **School Committee Policy EBCFA Face Mask Wearing** has been amended to reflect the ongoing changes with the covid safety protocols and was distributed to employees on July 28th, 2021.

3. **COVID-19 Exposure Plans**

Isolation:

A confirmed or presumed positive COVID-19 case

- 10 days of isolation from onset of symptoms, can return on day 11 (as long as symptoms have improved).

Quarantine:

A close contact is defined as an individual who was within 6 feet of a positive individual for a cumulative total of 15 minutes within a 24 hour period

- For in school exposure
 - Those under 3 feet of the positive individual will have to quarantine
 - Those who are within 3-6 feet of the positive individual will be notified of possible exposure, but will not have to quarantine
- For community exposure - those within 6 feet of the positive individual will have to quarantine
- Close contacts who are fully vaccinated will not have to quarantine as long as they are asymptomatic. If symptoms develop, they should stay home from school and be tested.
- Students wearing masks on buses are exempt from becoming close contacts when windows are open

Testing during quarantine:

- No test - 10 days of quarantine are required. Can return on day 11 if asymptomatic.

- Negative test on day 5, 6 or 7 - can return on day 8 if asymptomatic. **
- Positive test at any point during quarantine - see above Isolation timeline.

**Documentation of the negative test with name, date test was done, and test result is required to be turned into the School Nurse in order to return to school earlier than day 11 of quarantine.

Under Investigation:

- Those who have symptoms consistent with COVID-19 should not report to school if symptoms are present prior to the school day, and should contact their School Nurse to discuss next steps.
- If symptoms develop during the school day, the individual should report to the School Nurse for assessment.
- Both vaccinated and unvaccinated individuals who are symptomatic will require testing for COVID-19 at the direction of the School Nurse.
- If students/staff are dismissed from school with illness, the classroom will be sprayed with disinfectant known to be effective against COVID-19 as a precaution by the custodians as requested by the School Nurse. Students and staff will return to the classroom after it is disinfected.

4. Education during quarantine/isolation/investigation:

It is the responsibility of the teacher to communicate with the student/ parent/ guardian to provide make-up work during the quarantine period, as remote learning is not approved as time on learning by DESE for the 2021-2022 school year.

5. COVID-19 Sick Bank

1. Only Employees who donated to the COVID-19 Sick Bank will be eligible to request days from the COVID-19 Sick Bank for confirmed COVID related quarantines that result on work time. Employees who did not donate will not have access to the COVID-19 Sick Bank.
2. WEA members will be asked to voluntarily provide two (2) additional sick days to new teacher employees for the for the 2021-2022 school year to assist them with participating in the COVID-19 Sick Bank.
3. The COVID-19 Sick Bank will be available to Employees who need to quarantine due to direct exposure at school that is confirmed through the Webster Board of Health and School Nurse contact tracing along with DPH and DESE Guidance.
4. A COVID-19 Sick Bank Committee has been formed to review Employees requests for Sick Time using the COVID-19 Sick Bank days. The Committee will include 1) 1 District Level Administrator 2) 1 Nurse and 3) 1 Member from WEA, 4) 1 Member from WIAA 5) 1 Member from the Administrative Assistant Unit 5) 1 Member from the Custodians Unit. 6) Executive Assistant to the Superintendent/HR Specialist.

5. The future of this Sick Bank will be revisited at the end of the 2021-2022 School Year.

Entire Agreement:

This Side Letter Agreement is temporary and subject to change at any time.

If it is determined that safety Covid protocols need to be changed they will be communicated to staff and this may result in a new MOU.

If safety Covid protocols do not change this MOU will stay in effect until the COVID-19 pandemic is over or until June 30, 2022, whichever is earlier.

This MOU will not be extended unless by mutual agreement. Both parties to this Agreement agree that this is a unique and fluid situation and, as a result, this document may be reopened at any time by mutual consent of the two parties.

This Side Letter of Agreement does not create or establish a precedent or practice and shall not be used as precedent or cited as practice by either the Committee or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.

Unless explicitly outlined above, all provisions of the WEA Collective Bargaining Agreement between the Webster School Committee shall remain in full force and effect.

Linda Miller 9/30/21
WEBSTER PUBLIC SCHOOL COMMITTEE Date

Kelley Seelik 10/12/2021
WEBSTER PUBLIC SCHOOL COMMITTEE Date

Kathleen Cipicuta 10/12/2021
WEBSTER PUBLIC SCHOOL COMMITTEE Date

WEBSTER PUBLIC SCHOOL COMMITTEE Date

WEBSTER PUBLIC SCHOOL COMMITTEE Date

Blon 9/29/21
WEBSTER EDUCATORS ASSOCIATION Date

**SIDE LETTER OF AGREEMENT
BY AND BETWEEN
THE
WEBSTER EDUCATORS ASSOCIATION
AND THE
WEBSTER PUBLIC SCHOOLS**

This Agreement is entered into this 9th day of February 2021 by and between the above reference two parties (hereinafter collectively referred to as ("the Parties."))

WHEREAS, the Webster School District (the "District") and the Webster Educator Association (the "Association") (with District collectively referred to as "parties") are currently parties to a modification to the Collective Bargaining Agreement (the "Agreement") in effect from from July 1, 2018 to June 30, 2021;

WHEREAS, the Administration of the Webster Public Schools met with the WEA President and Vice President to discuss a MOU for the start date for the 2021-2022 school year.

1. Article VII, section 7-1 states, *The work year for teachers will not start earlier than the Monday preceding Labor day and end no later than June 30th.*
2. WEA has agreed to a one year MOU for the 2021-2022 school year that incorporates the following:
 - a. WEA agrees to waive this sentence, *The work year for teachers will not start earlier than the Monday preceding Labor day and end no later than June 30th* in their contract for the 2021-2022 school year.
 - b. This one- year agreement will allow for WEA members to start school earlier in August and have a two week holiday break in December. SY2021-2022 Calendar attached.


This Memorandum of Agreement has been duly executed by the authorized representatives of the Webster Public School District and Webster Educators Association and shall be subject to the successor Collective Bargaining Agreement.

Ratification of the Webster Educators Association


On this day _____ of February, 2021

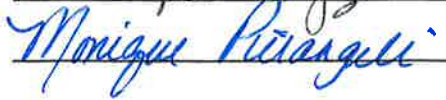
By:

 _____ Ellen Jeffers, WEA President

 _____ Colleen Nasis, WEA Vice President

And Webster Public School Representatives:


Ruthann Petruno-Goguen, Superintendent


Monique Pierangeli, Business Manager

Webster School Committee:


Kelly Seddiki, Chair


Kathy Napierata, Vice Chair


Sheila Blythe


Linda Millet


Nicholas Adamopoulos

**SIDE LETTER OF AGREEMENT
BY AND BETWEEN
THE
WEBSTER EDUCATORS ASSOCIATION
AND THE
WEBSTER PUBLIC SCHOOLS**

This Agreement is entered into this 9th day of February 2021 by and between the above reference two parties (hereinafter collectively referred to as ("the Parties."))

WHEREAS, the Webster School District (the "District") and the Webster Educator Association (the "Association") (with District collectively referred to as "parties") are currently parties to a modification to the Collective Bargaining Agreement (the "Agreement") in effect from from July 1, 2018 to June 30, 2021;

WHEREAS, the Administration of the Webster Public Schools and a School Committee representative met with the Webster Educational Association to bargain over a one-year extension to the existing contract slated to end on June 30, 2021, will now be extended to June 30, 2022, with the additional adjustments:

1. 2021-2022 Salary Increase: (Includes Appendix A, B, C, D, E, F)
 - a. 2% increase

This Memorandum of Agreement has been duly executed by the authorized representatives of the Webster Public School District and Webster Educators Association and shall be subject to the successor Collective Bargaining Agreement.

Ratification of the Webster Educators Association

On this day 9th of February, 2021

By:

Ellen Jeffers Ellen Jeffers, WEA President

Colleen Nasis Colleen Nasis, WEA Vice President

And Webster Public School Representatives:

Ruthann Petrino-Goguen Ruthann Petrino-Goguen, Superintendent

Monique Pierangeli Monique Pierangeli, Business Manager

Webster School Committee:

Kelly Seddiki Kelly Seddiki, Chair

Kathy Napierata Kathy Napierata, Vice Chair

Sheila Blythe Sheila Blythe

Linda Millet Linda Millet

Nicholas Adamopoulos Nicholas Adamopoulos