AGREEMENT BETWEEN THE

WEST BOYLSTON SCHOOL COMMITTEE AND

THE WEST BOYLSTON TEACHERS' ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2025

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PREAMBLE

Recognizing that our primary purpose is to provide education of the highest possible quality for the children of West Boylston, and that clear communication and coordination between employer and employee is essential to achievement of our purpose, we the undersigned parties to this contract declare that:

- Under the laws of Massachusetts, the West Boylston School Committee, elected by the citizens of West Boylston, has the final authority for establishing the educational, administrative and operating policies for the public school system of West Boylston.
- The Superintendent of Schools of West Boylston (hereinafter referred to as the "Superintendent") is designated the chief executive officer of the West Boylston School System by the School Committee and is empowered with the responsibility for management of the public schools as directed by the established policies of the West Boylston School Committee.
- The faculty and staff of the public schools of West Boylston have responsibility for providing education of the highest possible quality.
- Fulfillment of these respective responsibilities can be facilitated and supported by ongoing dialog and free exchange of views and information among the Committee, the Superintendent, and the faculty and staff in the formulation and application of policies relating to wages, hours, and working conditions established in the School System.

ARTICLE I: SCHOOL COMMITTEE RIGHTS

The Committee is a public body established under and, with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of West Boylston, charged with the responsibility for the quality of education in, and the efficient and economical operation of the West Boylston School System, it is acknowledged that the Committee has final and absolute authority for the determination and administration of education policy; the direction, employment and re-employment of staff and faculty members consistent with law; and the operation and management of the public schools of West Boylston.

Nothing in this Agreement shall be deemed to derogate from or impair the powers, rights, or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

As to every matter not expressly covered by this Agreement and except as expressly or directly modified by the specific provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of any procedure of grievance or arbitration which may now or, in the future, be so established.

ARTICLE II: RECOGNITION

The Committee recognizes the Association for the purpose of collective bargaining as the representative of Teaching Association members and other Teachers of the West Boylston School System, including program leaders, up to, but not including the principals, administrative or staff assistants, central office personnel, and the Superintendent of Schools. The unit shall also include the school nurse.

Unless otherwise indicated, the employee(s) will be referred to as the "Teacher(s)" without regard to position titles.

ARTICLE III: NEGOTIATION PROCEDURE

A. This Agreement becomes effective July 1, 2022, and terminates June 30, 2025, and embodies all provisions and matters agreed to by both parties.

- 1. Not later than December 15, 2024, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning Teachers' wages, hours, working conditions, and other negotiable conditions of employment. Any agreement so negotiated will apply to all Teachers' and will be reduced to writing and signed by the Committee and the Association.
- 2. If, at any time during the period of the contract, either the School Committee or the Teachers' Association believes it would be to the mutual advantage of both parties to discuss language in this contract or interests which ought to be included in this contract, either party may request, in writing, a meeting with the other party, stating the reasons for the request and suggesting a time, date, and place for said meeting. Such a request by the Teachers' Association shall be directed through the Superintendent of Schools to the Chairperson of the West Boylston School Committee. Likewise, such a request should be directed from the Chairperson of the School Committee through the Superintendent of Schools to the President of the West Boylston Teachers' Association. If the request for a meeting is refused by either party, the refusal shall be sent in writing within thirty (30) calendar days stating the reasons for the refusal.
- B. If past working conditions are overlooked, it is agreed that both parties will meet within thirty (30) calendar days to review the same. If impasse is reached, then past working conditions shall prevail until the date set for collective bargaining.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim by a Teacher or a group of Teachers based upon a factual and documented event or condition that clearly demonstrates that there has been a misinterpretation, inequitable application or violation of a specific provision or provisions of this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the following procedure is to secure for both parties at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affect the relations between employers and employees. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. School Committee Concerns

From time to time, issues arise that should be vested in the professional correction of personnel in an ethical setting. The School Committee, recognizing professionalism, shall file a report of concerns to a Professional Relations Committee made up of three peer members of the professional concerned to investigate the concerns and meet informally with the Committee to determine a recommended course of action in the matter.

D. Rights of Employees

- 1. No reprisals of any kind shall be taken against the aggrieved by the Committee or by any management team member solely on the basis of participation in the grievance procedure that is encouraged by both parties as an amenable process to maintain high morale.
- 1. Representation: Representation at Informal, Levels I and II shall include only the aggrieved and an employee of his or her choice, meeting with the Administrator involved. But, should the grievance reach Level III, the aggrieved shall have the right to due process, to any representation of his or her choice, and the right to open or closed hearings as permitted by law.

E. Grievance Procedures

- 1. Since it is important that grievances be processed as rapidly as possible, time limits shall be established at each level to expedite the process. The time limits specified maybe extended in the best interests of resolving the issue provided there is an agreement by both parties.
- 2. In the event a grievance exists at any level, or presents on or after the close of a school year, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the beginning of the next school term or as soon thereafter as practical. The time limits set in the interests of resolving the issue will be scheduled by mutual agreement of both parties.
- 3. The aggrieved person or party of interest may file a grievance within fifteen (15) school days after the person knew or should have known, of the act or condition on which the grievance is based, then the opportunity to file a grievance shall be considered waived and is not subject to further grievance or arbitration.
- 4. Decisions at all levels of the grievance procedure shall be rendered in writing, setting forth the decision and the reasons shall be transmitted only to all parties of interest.

F. Grievance Procedure Steps

1. INFORMAL:

The aggrieved person or party of interest with a grievance will first discuss it with his or her principal or immediate superior with the objective of resolving the matter.

2. LEVEL I:

If the aggrieved person is not satisfied with the disposition he/she will present a written statement of his/her grievance to his/her principal or immediate superior within ten (10) school days of the informal discussion. The parties shall meet again to discuss the grievance if either party wishes to do so.

In any event the principal or immediate supervisor shall give a written decision to the aggrieved person or party of interest within ten (10) school days of receipt of the aggrieved person's statement.

3. LEVEL II:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten (10) school days after presentation of the grievance at Level I the aggrieved may file the grievance in writing to the Superintendent of Schools within five (5) school days of the decision at Level I or within fifteen (15) school days after the grievance was presented at Level I, whichever is sooner. The written grievance shall state the following: which clause or clauses of the collective bargaining agreement was /were violated: facts detailing how the collective bargaining agreement was violated: and the remedy requested."

Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent shall render his/her decision in writing to the aggrieved within ten (10) school days after the meeting.

4. LEVEL III:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance at Level II, the aggrieved may file the grievance in writing to the School Committee within five (5) school days after receiving the decision at Level II or within fifteen (15) school days after the grievance at Level II whichever is sooner.

After receiving the grievance, the School Committee shall meet with the aggrieved person for the purpose of resolving the grievance within twenty (20) school days, after receipt of the grievance by the School Committee Chairperson. The School Committee will render a written decision on the grievance within ten (10) school days of the hearing.

5. **LEVEL IV:**

If the aggrieved person is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) school days after the hearing by the School Committee or if the School Committee fails to meet with the aggrieved person within twenty (20) school days of receipt of the grievance by the School Committee Chairperson, the West Boylston Teachers' Association and only the Association (as opposed to a grievant themselves) may submit the grievance to arbitration.

- a) In the event of a decision by the Teachers' Association to go to arbitration, the School Committee will be notified in writing within five (5) school days of receiving the Teachers' Association decision, fifteen (15) school days of the hearing if no decision is rendered, or twenty-five (25) school days from the presentation of the grievance at Level III if no hearing has taken place.
- b) The Association will then submit the grievance to the American Arbitration Association or the Labor Relations Connection, within ten (10) school days of notifying the Committee of its decision to go to arbitration. The Committee and the Association will select their arbitrator pursuant to the processes for doing so under the rules and regulations of the agency with which the arbitration was timely filed.
- c) If the demand for arbitration is not filed within fifteen (15) school days of the School Committee's Level IV reply to the grievance, the grievance will be deemed withdrawn.
- d) The School Committee and the Association shall share the costs for the services of the arbitrator equally. Any other expenses incurred shall be paid by the party incurring same, unless the parties agree to share such expenses.
- e) The arbitrator's decision shall not extend beyond the submitted grievance, nor alter, amend, or modify the provision of this contract. Nor shall the arbitrator render a decision that shall impinge upon any reserved rights and duties of the School Committee.
- f) Pending final resolution of any complaint, the aggrieved shall comply with the instructions of his/her immediate supervisor, principal, Superintendent, and the School Committee.

ARTICLE V: EMPLOYMENT

- A. In the West Boylston Public School System, requirements for employment and professional Teacher status shall be as established by law and the policies of the West Boylston School Committee. All positions, within the School System shall have the recommendation of the appropriate Administrator(s), subject to appointment by the Superintendent.
- B. Written notification of a decision to resign must be presented to the Superintendent at least thirty (30) calendar days before the date of leaving and no resignation shall be honored that will take effect the first thirty (30) days and the last thirty (30) days of the school year; however, the School Committee reserves the right to waive this requirement if it deems it in the best interest of the School System.
- C. Upon initial employment under regular contract on a full-time or part-time basis, full credit will be given for previous teaching experience provided that such experience has been in the same subject matter area, or general grade level for which the Teacher is being hired. Otherwise, credit shall be given for previous teaching experience up to a maximum of five (5) years upon initial employment.
- D. Final responsibility for establishing the starting salaries of all Teachers entering the School System rests with the Superintendent and the School Committee whose approval of the recommendation for the salary is mandatory.
- E. A Teacher who desires a change in grade and /or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1st.
- F. Teachers' without professional educator status must complete eighteen (18) credits towards their Master's Degree within three (3) years.

ARTICLE VI: SALARIES

A. In consideration of an annual school year contract consisting of one hundred and eighty-three (183) days, and June 30th, as a basic contract of employment, the following salary scales are established for the inclusive dates cited. The Teacher Work Year for non-Professional Status Teachers shall consist of one hundred and eighty-five (185) days. These two additional work-days shall be used for professional development as determined by the Superintendent or his or her designee. These two additional professional development days for non-professional status Teachers will occur with advance notice to the affected Teachers sometime before the start of the work year for Professional Status Teachers.

	2022-2023 July 1, 2022 through June 30, 2023						
Step							
1	\$48,550.35	\$52,193.98	\$55,907.68	\$59,574.28			
2	\$50,960.29	\$54,762.44	\$59,334.22	\$62,203.63			
3	\$52,179.04	\$56,074.23	\$61,583.34	\$63,690.02			
4	\$53,429.97	\$57,687.00	\$63,848.55	\$65,224.67			
5	\$55,849.09	\$60,113.02	\$66,136.73	\$68,190.57			
6	\$58,285.46	\$62,773.37	\$68,443.29	\$71,180.61			
7	\$60,741.35	\$65,410.75	\$70,770.52	\$74,191.31			
8	\$63,219.06	\$68,165.31	\$73,124.18	\$77,228.44			
9	\$67,435.89	\$71,035.87	\$75,501.96	\$80,288.52			
10	\$71,675.70	\$74,037.38	\$80,397.65	\$85,489.78			
11	\$75,547.91	\$77,161.82	\$85,322.07	\$90,732.39			
12	\$78,053.18	\$83,911.48	\$89,219.56	\$94,295.60			
This salary schedule reflects a 2% increase over the 2021-2022 contract year.							

All teachers who are on steps as of June 30, 2021 shall advance one (1) step on the 2022-2023 contract.

	2023-2024						
	July 1, 2023 through June 30, 2024						
Step	Bachelor	Masters	Masters+30	CAGS/Doctorate			
1	\$49,521.36	\$53,237.86	\$57,025.83	\$60,765.77			
2	\$51,979.50	\$55,857.69	\$60,520.90	\$63,447.70			
3	\$53,222.62	\$57,195.71	\$62,815.01	\$64,963.82			
4	\$54,498.57	\$58,840.74	\$65,125.52	\$66,529.16			
5	\$56,966.07	\$61,315.28	\$67,459.46	\$69,554.38			
6	\$59,451.17	\$64,028.84	\$69,812.16	\$72,604.22			
7	\$61,956.18	\$66,718.97	\$72,185.93	\$75,675.14			
8	\$64,483.44	\$69,528.62	\$74,586.66	\$78,773.01			
9	\$68,784.61	\$72,456.59	\$77,012.00	\$81,894.29			
10	\$73,109.21	\$75,518.13	\$82,005.60	\$87,199.58			
11	\$77,058.87	\$78,705.06	\$87,028.51	\$92,547.04			
12	12 \$79,614.24 \$85,589.71 \$91,003.95 \$96,181.51						
This salary schedule reflects a 2% increase over the 2022-2023 contract year.							
	All teachers who are on steps as of June 30, 2022 shall advance one (1) step on the 2023-2024 contract.						

	2024-2025						
	July 1, 2024 through June 30, 2025						
Step	ep Bachelor Masters Masters+30 CAGS/D						
1	\$50,511.79	\$54,302.62	\$58,166.35	\$61,981.09			
2	\$53,019.09	\$56,974.84	\$61,731.32	\$64,716.65			
3	\$54,287.07	\$58,339.62	\$64,071.31	\$66,263.10			
4	\$55,588.54	\$60,017.55	\$66,428.03	\$67,859.74			
5	\$58,105.39	\$62,541.59	\$68,808.65	\$70,945.47			
6	\$60,640.19	\$65,309.42	\$71,208.40	\$74,056.30			
7	\$63,195.30	\$68,053.35	\$73,629.65	\$77,188.64			
8	\$65,773.11	\$70,919.19	\$76,078.39	\$80,348.47			
9	\$70,160.30	\$73,905.72	\$78,552.24	\$83,532.18			
10	\$74,571.39	\$77,028.49	\$83,645.71	\$88,943.57			
11	\$78,600.05	\$80,279.16	\$88,769.08	\$94,397.98			
12	\$81,206.52	\$87,301.50	\$92,824.03	\$98,105.14			
This salary schedule reflects a 2% increase over the 2023-2024 contract year.							
	All teachers who are on steps as of June 30, 2023 shall advance one (1) step on the 2024-2025 contract.						

In order to move horizontally on these salary scales (e.g. from Bachelors to Masters), a Teacher must give the Superintendent written notification of anticipated eligibility to move horizontally no later than December 1st preceding the effective date of the anticipated move. The Superintendent shall provide Teachers with a general notice of this December 1st notification deadline by November 20th each year.

B. Teachers who have completed creditable teaching experience in the Town of West Boylston shall be paid a yearly longevity increment as follows:

 $13-19\ years$ - For the 2022-2025 contract years, the payment shall be \$2000.

20+ years - For the 2022-2025 contract years, the payment shall be \$2950.

C.

- A. Each Teacher shall fulfill certification requirements as required by the Massachusetts Department of Education regulations.
- B. All courses that are submitted for eligibility to advance horizontally on the salary schedule must be approved in advance by the Superintendent of Schools.
- Official transcripts or a letter from the instructor verifying that a Teacher has successfully completed such courses by obtaining a passing a passing grade for approved coursework that must be submitted to the Superintendent by August 15th for a lane change to be effective with the start of the contract year.
- For fall session courses, official transcripts or a letter from the instructor verifying a Teacher has successfully completed such courses by obtaining a passing grade for approved coursework must be submitted to the Superintendent by February 15th. Mid-year lane movements will be adjusted for the fourteenth (14th) check in a twenty-six (26) check pay year.
- C. Subject to the annual aggregate dollar limitation described in this section, the Committee shall reimburse Teachers who successfully complete courses taken in accordance with Paragraph C. 1 or C.2 above the actual cost of tuition, textbooks and lab fees associated with such courses during a three (3) year period, not to exceed \$1,700. Tuition reimbursement shall be paid upon presentation of evidence of successful completion of the course.

The total amount of the tuition reimbursement payments made during any fiscal year shall not exceed \$20,000 in the aggregate and reimbursement payments up to this ceiling shall be made to Teachers in the order in which evidence of successful course completion is presented to the Superintendent. The total aggregate amount shall be divided into three (3) pools that reflect the periods during which time courses may be taken.

- One half of the amount shall be utilized for summer courses, which shall be defined as courses that begin between June 1st and August 30th.
- One fourth of the amount shall be utilized for fall courses, which shall be defined as courses that begin between September 1st and January 15th.

One fourth of the amount shall be utilized for spring courses, which shall be defined as courses that begin between January 16th and May 31st.

In the event that any money is unused, it shall be rolled over for use in the next period within a fiscal year. With the prior written approval of the Superintendent of Schools or his/her designee, a Teacher may attend workshops or conferences, and receive up to a total of two hundred and fifty dollars (\$250.00) reimbursement per contract year in lieu of courses taken for credit or audited that are reimbursed.

- D. CAGS credit, for the purposes of moving to the CAGS /Doctoral Program will only be granted to people who participated in a pre-approved standard, traditional CAGS program which will benefit the Teacher in his/her teaching role.
- E. Additionally, the Superintendent shall have the right to grant additional increments for administrative or special duties or for work of an exceptional nature based on the recommendation of the Superintendent of Schools. An increment shall be considered to be a full step on the salary scale.
- F. Further, the Superintendent reserves the right to withhold increments from an individual Teacher during any contract year or years for just cause. An increment shall be considered to be a full step on the salary scale. ("Just Cause" shall not be interpreted as economic conditions.)
- G. All Teachers shall be paid their complete salary between the opening day of the school year of their contract year and the end of June of the same contract year.

H. <u>Retirement Benefits</u>

1. Sick Day Buy-Back:

Upon retirement, Teachers who have accumulated fifteen (15) years of service in the West Boylston School System will receive fifty dollars (\$50) per day for unused sick days to a maximum of one hundred fifty (150) days. Notice must be given one (1) year in advance (December 1st of the preceding year) for budgeting purposes.

2. Early Retirement Notification Benefit:

Full-time Teachers, age fifty-five (55) or older, who have completed fifteen (15) years of service in the West Boylston Public Schools and are on the maximum step of the salary schedules contained in Section VI.A of this Agreement shall be entitled to a retirement payment of five thousand dollars (\$5,000) as described in this section upon retirement if they comply with the provisions of this section.

To qualify for the retirement incentive payment, a Teacher must give written notification of retirement to the Superintendent no later than October 15^{th} of the year prior to the effective date of the Teacher's retirement and the retirement must be effective as of the conclusion of a school year. The Committee shall make payment to the Teacher in one (1) installment in the September or January following the effective date of retirement at the election of Teacher.

The retirement notification is binding unless there are extenuating circumstances approved by the Superintendent.

Section I, Athletic Stipend Positions - Student Activity Positions, Academic Stipend Positions – Refer to attached WBTA Updated Stipend Document.

Section J, Student Activity Positions

Section K, Academic Stipend Positions

I. Athletic Stipend Positions: Salaries

1. Salaries for athletic stipend positions shall be as follows.

ATHLETIC POSITIONS FY23	0-4 YEARS	5-8 YEARS	9-12 YEARS	13+ YEARS
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Athletic Director	\$9,939.00	\$10,164.00	\$10,576.00	\$11,073.00
Athletic Trainer	\$3,663.00	\$3,813.00	\$4,034.00	\$4,382.00
Varsity Baseball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Baseball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
Varsity Boys' Basketball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Boys' Basketball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
MS Boys' Basketball	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Varsity Girls' Basketball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Girls' Basketball	\$3,168.00	\$3,295.00	\$3,460.00	\$3,633.00
MS Girls' Basketball	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Fall Cheerleading	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Winter Cheerleading	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Varsity Football	\$5,574.00	\$5,811.00	\$6,150.00	\$6,487.00
Assistant Football	\$4,004.00	\$4,329.00	\$4,649.00	\$4,918.00
Golf	\$1,707.00	\$2,105.00	\$2,443.00	\$2,668.00
Varsity Boys' Soccer	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
MS/JV Boys' Soccer	\$3,106.00	\$3,330.00	\$3,392.00	\$3,562.00
Varsity Girls' Soccer	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Girls' Soccer	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
MS Girls' Soccer	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Varsity Softball	\$4,345.00	\$4,519.00	\$4,475.00	\$5,030.00
JV Softball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
Boys' Tennis	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Girl's Tennis	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Track	\$3,698.00	\$3,938.00	\$4,246.00	\$4,604.00
Assistant Track	\$2,748.00	\$3,004.00	\$3,317.00	\$3,662.00

ATHLETIC POSITIONS FY24	0-4 YEARS	5-8 YEARS	9-12 YEARS	13+ YEARS
Athletic Director	\$9,939.00	\$10,164.00	\$10,576.00	\$11,073.00
Athletic Trainer	\$3,663.00	\$3,813.00	\$4,034.00	\$4,382.00
Varsity Baseball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Baseball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00

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Varsity Boys' Basketball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Boys' Basketball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
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Track	\$3,698.00	\$3,938.00	\$4,246.00	\$4,604.00
Assistant Track	\$2,748.00	\$3,004.00	\$3,317.00	\$3,662.00

ATHLETIC POSITIONS FY25	0-4 YEARS	5-8 YEARS	9-12 YEARS	13+ YEARS
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Athletic Director	\$9,939.00	\$10,164.00	\$10,576.00	\$11,073.00
Athletic Trainer	\$3,663.00	\$3,813.00	\$4,034.00	\$4,382.00
Varsity Baseball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Baseball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
Varsity Boys' Basketball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Boys' Basketball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
MS Boys' Basketball	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Varsity Girls' Basketball	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
JV Girls' Basketball	\$3,168.00	\$3,295.00	\$3,460.00	\$3,633.00
MS Girls' Basketball	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Fall Cheerleading	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Winter Cheerleading	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Varsity Football	\$5,574.00	\$5,811.00	\$6,150.00	\$6,487.00
Assistant Football	\$4,004.00	\$4,329.00	\$4,649.00	\$4,918.00
Golf	\$1,707.00	\$2,105.00	\$2,443.00	\$2,668.00
Varsity Boys' Soccer	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
MS/JV Boys' Soccer	\$3,106.00	\$3,330.00	\$3,392.00	\$3,562.00
Varsity Girls' Soccer	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00

JV Girls' Soccer	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
MS Girls' Soccer	\$2,000.00	\$2,080.00	\$2,184.00	\$2,315.00
Varsity Softball	\$4,345.00	\$4,519.00	\$4,475.00	\$5,030.00
JV Softball	\$3,106.00	\$3,230.00	\$3,392.00	\$3,562.00
Boys' Tennis	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Girl's Tennis	\$4,345.00	\$4,519.00	\$4,745.00	\$5,030.00
Track	\$3,698.00	\$3,938.00	\$4,246.00	\$4,604.00
Assistant Track	\$2,748.00	\$3,004.00	\$3,317.00	\$3,662.00

J. Student Activity Stipends: Salaries 1. Stipends for extra- curricular activities shall be as follows:

STUDENT ACTIVITY POSITIONS	0-2 YEARS	3-5 YEARS	6+ YEARS
FY23			
Art Activities Coordinator	\$916.00	\$1,069.00	\$1,216.00
DECA Business Club Advisor	\$1,387.00	\$1,500.00	\$1,613.00
Drama Club Coordinator	\$2,163.00	\$2,425.00	\$2,958.00
Elementary Art Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Bank	\$347.00	\$376.00	\$429.00
Elementary Music Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Phy. Ed. Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary School Yearbook	\$967.00	\$1,057.00	\$1,165.00
Elementary Store	\$347.00	\$376.00	\$429.00
Environmental Club Advisor	\$1,360.00	\$1,470.00	\$1,581.00
Football Band Instructor	\$1,483.00	\$1,679.00	\$1,834.00
Freshman Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Gay Straight Alliance Advisor	\$731.00	\$789.00	\$901.00
Game Club	\$750.00	\$750.00	\$750.00
Graduation Coordinator	\$394.00	\$423.00	\$462.00
HS Music Activities Advisor	\$1,834.00	\$2,130.00	\$2,426.00
Interact Club Advisor	\$1,387.00	\$1,500.00	\$1,612.00
Junior Class Advisor	\$1,250.00	\$1,313.00	\$1,392.00
Late Bus Monitor	\$2,633.00	\$2,633.00	\$2,633.00
Mathaletes	\$1,214.00	\$1,418.00	\$1,613.00
MS – HS Intramurals	\$1,478.00	\$1,671.00	\$1,868.00
MS Music Activities	\$1,483.00	\$1,679.00	\$1,834.00
MS Store Coordinator	\$347.00	\$404.00	\$429.00
MS Student Council Advisor	\$375.00	\$431.00	\$489.00
MS Yearbook Coordinator	\$948.00	\$1,036.00	\$1,142.00
National Art Honor Society Advisor	\$898.00	\$1,048.00	\$1,198.00

National Honor Society Advisor	\$1,500.00	\$1,575.00	\$1,670.00
Science Fair Coordinator	\$975.00	\$1,190.00	\$1,383.00
Senior Class Advisor	\$1,500.00	\$1,590.00	\$1,685.00
Sophomore Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Spanish & French Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Student Council Advisor	\$3,992.00	\$4,104.00	\$4,217.00
Thespian Society	\$1,250.00	\$1,250.00	\$1,250.00
Tri M Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Wee Deliver Coordinator	\$347.00	\$376.00	\$429.00
Wellness Club Advisor	\$2,655.00	\$2,964.00	\$3,480.00
Yearbook Coordinator	\$2,711.00	\$3,138.00	\$3,591.00

STUDENT ACTIVITY POSITIONS	0-2 YEARS	3-5 YEARS	6+YEARS
FY24			
Art Activities Coordinator	\$916.00	\$1,069.00	\$1,216.00
DECA Business Club Advisor	\$1,387.00	\$1,500.00	\$1,613.00
Drama Club Coordinator	\$2,163.00	\$2,425.00	\$2,958.00
Elementary Art Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Bank	\$347.00	\$376.00	\$429.00
Elementary Music Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Phy. Ed. Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary School Yearbook	\$967.00	\$1,057.00	\$1,165.00
Elementary Store	\$347.00	\$376.00	\$429.00
Environmental Club Advisor	\$1,360.00	\$1,470.00	\$1,581.00
Football Band Instructor	\$1,483.00	\$1,679.00	\$1,834.00
Freshman Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Gay Straight Alliance Advisor	\$731.00	\$789.00	\$901.00
Game Club	\$750.00	\$750.00	\$750.00
Graduation Coordinator	\$394.00	\$423.00	\$462.00
HS Music Activities Advisor	\$1,834.00	\$2,130.00	\$2,426.00
Interact Club Advisor	\$1,387.00	\$1,500.00	\$1,612.00
Junior Class Advisor	\$1,250.00	\$1,313.00	\$1,392.00
Late Bus Monitor	\$2,633.00	\$2,633.00	\$2,633.00
Mathaletes	\$1,214.00	\$1,418.00	\$1,613.00
MS – HS Intramurals	\$1,478.00	\$1,671.00	\$1,868.00
MS Music Activities	\$1,483.00	\$1,679.00	\$1,834.00
MS Store Coordinator	\$347.00	\$404.00	\$429.00
MS Student Council Advisor	\$375.00	\$431.00	\$489.00
MS Yearbook Coordinator	\$948.00	\$1,036.00	\$1,142.00

National Art Honor Society Advisor	\$898.00	\$1,048.00	\$1,198.00
National Honor Society Advisor	\$1,500.00	\$1,575.00	\$1,670.00
Science Fair Coordinator	\$975.00	\$1,190.00	\$1,383.00
Senior Class Advisor	\$1,500.00	\$1,590.00	\$1,685.00
Sophomore Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Spanish & French Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Student Council Advisor	\$3,992.00	\$4,104.00	\$4,217.00
Thespian Society	\$1,250.00	\$1,250.00	\$1,250.00
Tri M Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Wee Deliver Coordinator	\$347.00	\$376.00	\$429.00
Wellness Club Advisor	\$2,655.00	\$2,964.00	\$3,480.00
Yearbook Coordinator	\$2,711.00	\$3,138.00	\$3,591.00

STUDENT ACTIVITY POSITIONS	0-2 YEARS	3-5 YEARS	6+ YEARS
FY25			
Art Activities Coordinator	\$916.00	\$1,069.00	\$1,216.00
DECA Business Club Advisor	\$1,387.00	\$1,500.00	\$1,613.00
Drama Club Coordinator	\$2,163.00	\$2,425.00	\$2,958.00
Elementary Art Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Bank	\$347.00	\$376.00	\$429.00
Elementary Music Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary Phy. Ed. Club	\$1,000.00	\$1,040.00	\$1,102.00
Elementary School Yearbook	\$967.00	\$1,057.00	\$1,165.00
Elementary Store	\$347.00	\$376.00	\$429.00
Environmental Club Advisor	\$1,360.00	\$1,470.00	\$1,581.00
Football Band Instructor	\$1,483.00	\$1,679.00	\$1,834.00
Freshman Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Gay Straight Alliance Advisor	\$731.00	\$789.00	\$901.00
Game Club	\$750.00	\$750.00	\$750.00
Graduation Coordinator	\$394.00	\$423.00	\$462.00
HS Music Activities Advisor	\$1,834.00	\$2,130.00	\$2,426.00
Interact Club Advisor	\$1,387.00	\$1,500.00	\$1,612.00
Junior Class Advisor	\$1,250.00	\$1,313.00	\$1,392.00
Late Bus Monitor	\$2,633.00	\$2,633.00	\$2,633.00
Mathaletes	\$1,214.00	\$1,418.00	\$1,613.00
MS – HS Intramurals	\$1,478.00	\$1,671.00	\$1,868.00
MS Music Activities	\$1,483.00	\$1,679.00	\$1,834.00
MS Store Coordinator	\$347.00	\$404.00	\$429.00
MS Student Council Advisor	\$375.00	\$431.00	\$489.00

MS Yearbook Coordinator	\$948.00	\$1,036.00	\$1,142.00
National Art Honor Society Advisor	\$898.00	\$1,048.00	\$1,198.00
National Honor Society Advisor	\$1,500.00	\$1,575.00	\$1,670.00
Science Fair Coordinator	\$975.00	\$1,190.00	\$1,383.00
Senior Class Advisor	\$1,500.00	\$1,590.00	\$1,685.00
Sophomore Advisor	\$1,000.00	\$1,040.00	\$1,102.00
Spanish & French Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Student Council Advisor	\$3,992.00	\$4,104.00	\$4,217.00
Thespian Society	\$1,250.00	\$1,250.00	\$1,250.00
Tri M Honors Society	\$1,000.00	\$1,000.00	\$1,000.00
Wee Deliver Coordinator	\$347.00	\$376.00	\$429.00
Wellness Club Advisor	\$2,655.00	\$2,964.00	\$3,480.00
Yearbook Coordinator	\$2,711.00	\$3,138.00	\$3,591.00

K. Academic Stipend Positions: Salaries

1. Salaries for academic stipend positions shall be as follows:

ACADEMIC COORDINATOR POSITIONS FY23	Stipend
Elementary ELL Coordinator	\$901.00
M/HS Art	\$2,055.00
M/HS ELL Coordinator	\$901.00
M/HS Foreign Language	\$2,055.00
M/HS Guidance	\$2,055.00
M/HS Language Art/English	\$2,055.00
M/HS Mathematics	\$2,055.00
M/HS Music	\$2,055.00
M/HS Physical Education/Health	\$2,055.00
M/HS Science	\$2,055.00
M/HS Social Studies	\$2,055.00
NEASC Steering Committee (2)	\$1,941.00
Non-Violent Restraint Trainer	\$693.00
Program Leader ELA	\$2,055.00
Program Leader Math	\$2,055.00
Program Leader Science/Social Studies	\$2,055.00
Program Leader Specials	\$2,055.00
SPED Preschool Program Coordinator	\$2,696.00
SPED M/HS Program Coordinator	\$2,696.00
Student Interventional Team Coordinator	\$900.00

Student Interventional Team Member	\$575.00
Team Leader Grade 6	\$2,500.00
Team Leader Grade 7	\$2,500.00
Team Leader Grade 8	\$2,500.00

ACADEMIC COORDINATOR POSITIONS FY24	Stipend
Elementary ELL Coordinator	\$901.00
M/HS Art	\$2,055.00
M/HS ELL Coordinator	\$901.00
M/HS Foreign Language	\$2,055.00
M/HS Guidance	\$2,055.00
M/HS Language Art/English	\$2,055.00
M/HS Mathematics	\$2,055.00
M/HS Music	\$2,055.00
M/HS Physical Education/Health	\$2,055.00
M/HS Science	\$2,055.00
M/HS Social Studies	\$2,055.00
NEASC Steering Committee (2)	\$1,941.00
Non-Violent Restraint Trainer	\$693.00
Program Leader ELA	\$2,055.00
Program Leader Math	\$2,055.00
Program Leader Science/Social Studies	\$2,055.00
Program Leader Specials	\$2,055.00
SPED Preschool Program Coordinator	\$2,696.00
SPED M/HS Program Coordinator	\$2,696.00
Student Interventional Team Coordinator	\$900.00
Student Interventional Team Member	\$575.00
Team Leader Grade 6	\$2,500.00
Team Leader Grade 7	\$2,500.00
Team Leader Grade 8	\$2,500.00

ACADEMIC COORDINATOR POSITIONS FY25	Stipend
Elementary ELL Coordinator	\$901.00
M/HS Art	\$2,055.00
M/HS ELL Coordinator	\$901.00
M/HS Foreign Language	\$2,055.00
M/HS Guidance	\$2,055.00

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\$2,055.00
\$1,941.00
\$693.00
\$2,055.00
\$2,055.00
\$2,055.00
\$2,055.00
\$2,696.00
\$2,696.00
\$900.00
\$575.00
\$2,500.00
\$2,500.00
\$2,500.00

- L. The duties of a Program Leader shall be in addition to the normal teaching duties assigned to a Teacher.
- M. The School Committee shall have and retain the right to fill only those positions deemed necessary under paragraph I through K of the Article and which have been appointed by the Superintendent of Schools.
- N. Teachers responsible for supervising students to an overnight, District-sponsored, curricular-based event will be reimbursed one hundred dollars (\$100.00) per overnight.
- O. Those stipends will be disbursed in two payments within the academic year. Said payments will accompany the first paychecks in December and May.

ARTICLE VII: TEACHING HOURS AND TEACHING LOAD

- A. The opening and closing of the school year and school day shall be determined by the School Committee.
- B. The workday of Teachers shall begin fifteen (15) minutes prior to the start of the first period class. Teachers may leave the school upon departure of busses but not until students have been provided with assistance or remedial instruction and parental conferences have been held as previously scheduled and other duties defined in Section G.2 have been fulfilled.

Meetings will not be scheduled for Fridays or days preceding holidays except for emergency purposes.

If the Committee institutes double school bus runs, the parties shall meet to discuss the impact of such bus scheduling.

The Committee shall be permitted to implement after-school detention not to exceed forty-five (45) minutes beyond the closing of school. Teachers shall be assigned after-school detention duty on a rotating and equitable basis and the workday shall be extended to include such assigned detention duty. After-school detention duty shall not be assigned on Fridays or days prior to holidays or vacation periods.

C. The first and third Mondays of the month shall be designated as "Meeting Day". When "Meeting Day" falls on a holiday or a day on which school is not in session, the following Monday shall serve as the "Meeting Day". Staff, departmental, grade level, curriculum- related meetings and any other meetings or conferences called by the Administration, Principals, Supervisors or Program Leaders shall be held on "Meeting Day". Agendas will be provided to staff members on the school day prior to the meeting. The Administration may call meetings on other days in the event unanticipated circumstances make such a meeting necessary. Meetings and conferences may be held from the time of student release until one hour thereafter.

In addition, Teachers may be required to participate in four (4) evening meetings or Parent /Teacher nights per year. Attendance at all meetings or conferences is mandatory.

- D. Six (6) afternoons per school year. Teachers will be given released time for the purpose of curriculum development, evaluation and /or meetings and conferences.
- E. Teachers shall have an uninterrupted duty-free lunch period equal in time to that of the students in his or her school. Such lunch periods. Shall be scheduled so as to provide coverage for the responsibility of children as needed or required by the particular circumstance of each individual.
- F. The Teachers basic workload will include all assignments made by the administration during the normal school day.

In the event that the administration decides to change the length of the teaching block, the administration shall notify the Association and upon request of the Association, will bargain about that change.

The basic load will be:

1. a) In high school schedules: no more than three (3) block teaching periods. A scheduled preparation period of the same length as a block teaching period will be included in each teacher's schedule as described in Paragraph G.2 below. Teachers' may be assigned one (1) meeting per week equal in length to one-half of a preparation block, for the purposes of attending a scheduled Sped meeting. No homeroom, cafeteria, corridor, or lavatory duties will be assigned.

b.) Middle school teaching schedules shall include six (6) instructional periods per day. Middle school Teachers will have an uninterrupted preparation period every day which is equal in length to that of an instructional period. Should a scheduled advisor/advisee period conflict with a regularly scheduled plan period, the Teacher will be given a preparation period during another period in the same day.

In addition to the one (1) uninterrupted preparation period all middle school Teachers receive per the immediately preceding paragraph, core academic middle school Teachers will also receive an additional non-instructional period equal to the length of an instructional period per day which may only be used for professional activities, including but not limited to, collaborative planning, interdisciplinary planning, parent conferences, consultations with specialists, and special education meetings. As per contract: "Teachers shall have an uninterrupted duty-free lunch period equal in time to that of the students."

Teachers who teach in both the middle school and high school schedules shall teach either: (1) three middle school periods and one high school block period each semester. and have a daily uninterrupted eighty-eight (88) minute preparation block or (2) middle school periods and two (2) high school blocks with an uninterrupted fifty-eight (58) minute preparation period one semester and two (2) middle school periods and done high school block with two (2) uninterrupted fifty-eight (58) minute preparation periods in the other semester.

Teachers who teach at both the middle school and the elementary school shall teach no more than a total of five (5) instructional periods (instructional periods are defined as fifty-eight (58) minute in the middle school and 45 minutes in the elementary school) during the school day, and no more than thirty-five (35) instructional periods over a seven (7) day cycle. These Teachers will not be given additional supervisory or duty) assignments in consideration of needed travel, organizational and planning time. In addition, they will have a preparation period each day equivalent to the length of the instructional period at the middle school.

2. a) Teachers who teach in the elementary self-contained classrooms: a full classroom day, which includes a forty-five (45) minute uninterrupted duty-free preparation period during which the classroom will be under the supervision of another qualified professional: for example, a specialist, etc. The preparation period described in this paragraph will satisfy the requirements of Paragraph G.2 below.

b) In elementary classrooms that are not self-contained: no more than six (6) teaching periods and no more than three (3) subjects. A scheduled preparation period of forty-five (45) uninterrupted minutes shall be included in each Teacher's schedule every day as described in Paragraph G.2 below. For purposes of this section a subject shall be defined as a content area i.e... Science, Math, Language Arts, Social Studies, etc.) Full-time specialists shall have one preparation period forty-five (45) minutes, a thirty (30) minute duty-free lunch, and fifteen (15) minute duty-free break.

c) One uninterrupted thirty (30) minute common planning period will be scheduled for all elementary Teachers weekly.

d) In addition, teachers shall be provided a fifteen minute (15) duty-free break during the day. Elementary Teachers shall have thirty (30) minute uninterrupted duty free lunch.

- 3. The School Committee has the right to assign teaching periods above the normal workload in order to deal with unusual scheduling demands. In the event that a Teacher takes on an additional class for ten (10) school days, they shall be compensated at the rate of fifty dollars (\$50.00) per period. In the event that the additional class responsibilities extend beyond the ten (10) school days, a per diem rate will be calculated reflecting a percentage of the Teacher's current salary for the additional class. The School Committee will try to avoid assigning extra teaching periods (above the normal workload) under the provisions of this paragraph, and will attempt to schedule the normal teaching day for each Teacher. No Teacher will be assigned extra teaching periods for two consecutive years.
- 4. Teachers may exceed the limitations of the provisions of paragraphs F.1, F.2, and F.3, if mutually agreeable to the School Committee, the Teachers' Association, and the Teacher involved in the variance.
- 5. Upon request by the Association, a list of Teacher assignments will be provided at the beginning of each semester.
- 6. Any Teachers having five (5) or more content preparations per day will be considered for reduction of supervisory duties (as defined in G.1). For purposes of calculation, each AP class counts as an additional course preparation. The Association recognizes the responsibility and obligation of the building Administration to provide supervision of students. This paragraph applies only to Teachers whose workload includes duties.
- 7. The actual daily working hours (starting/ending time) of a Teacher may be modified to accommodate educational program needs. No Teacher, however, shall be required to work in excess of the total time required of Teachers assigned to a regular daily building schedule.
- 8. Teachers regularly assigned to both buildings on a daily basis will be given no duty assignments.
- G. Teachers participation in non-classroom assignments will be in accordance with the following schedule:
 - The Teacher's assignments may include homeroom duty, cafeteria supervision, assembly supervision corridor duty, recess and noon duty, late bus supervision, lavatory duty, and other necessary non-teaching duties during the school day, and such special assignments as may be created by the absence of Teachers or by other circumstances necessitating program changes. A playground/cafeteria monitor will be hired for elementary supervision purposes and will be assigned at the discretion of the Administration. Monitors will be provided at the secondary level to fulfill the requirements of section F.1 above. The Administration will make a good faith effort to procure substitutes for monitors when necessary. Duties will be distributed equitably at the discretion of the Administration.
 - 2. In addition, it is further agreed that a Teacher's basic load will include all relevant activity necessary to produce good teaching and maintain professional status. These activities should include preparation of lessons; maintaining a current plan book complete with substitute file and seating chart; development of tests: evaluation of pupil work: all required reports;

committee work (departmental curriculum, etc.); faculty meetings, conferences: meetings and communication with parents; open house programs; and team/departmental meetings.

H. At the discretion of the principal, Middle/High School Guidance Counselors shall work between three (3) and five (5) days beyond the Teachers' contract year at the per diem rate to be included in their contract. These three (3) to five (5) days will take place between the close of school in June and the opening of school in August. These extra work days will be mutually agreed upon between the counselors and the Administration.

ARTICLE VIII: TEACHER-INITIATED PROJECTS

Under the direction of the Superintendent, a mini-grant program may be available for Teacher-initiated projects related to an area of benefit to the West Boylston School System.

Projects will be submitted in writing after May 1st for work to be done during the period of July 1st - June 30th.

Teachers will present in writing to their principal a brief but definitive outline of their project. Such an outline shall include the following: the title, a statement of the project, the rationale, the procedure (when, where and how) expected outcomes and funding request.

After the Teacher has reviewed the project with the building principal, the principal and Teacher will, in turn, present the proposed project to the Superintendent, for final approval and determination of funding. The amount of funding for each project will be determined by the Superintendent based upon the responsibilities involved in the project.

Teachers will provide a written report of results of their project upon its completion to the building principal and the Superintendent.

The acceptance or rejection of a proposed project and the determination of funding shall be made by the Superintendent and shall not be subject to grievance, arbitration or other review.

The amount budgeted each fiscal year to fund Teacher-initiated projected described above shall be determined by the School Committee in its sole discretion and shall not be subject to grievance, arbitration or other review.

Teachers participating in teacher-initiated projects with the prior approval of the Superintendent, or in District-initiated after-school activities such as MCAS tutoring, curriculum development and administrative detention (aside from those listed in Article VII) will be compensated at the rate of twenty-five dollars (\$25.00) an hour.

ARTICLE IX: VACANCIES AND PROMOTIONS

Whenever any vacancy occurs for professional positions within the West Boylston Public Schools during the contract year (July through June), said position shall be advertised by the Superintendent of Schools by staff bulletins distributed to each school for bulletin board posting as far in advance of the appointment as

possible. During July and August, notices of vacancies shall be mailed to the Association President and to any Teacher who requests same in writing from the Superintendent of Schools for this service before June 15th whenever possible. Teachers will be notified when Teacher reassignments are pending.

ARTICLE X: TEACHER EVALUATIONS

1) From time to time, a task force may be formed by either party for the purpose of addressing evaluation procedures in compliance with State Law. The task force will consist of the Superintendent of Schools and two administrators representing the School Committee and three (3) Teachers selected by the West Boylston Teachers' Association. When activated, the task force shall review School Committee policy AF C/GCN, and recommend any procedural changes a majority of the task force agrees upon. Recommendations of the task force shall be subject to ratification by both parties to this agreement. If the task force reaches impasse or one (1) or both parties fail to approve the recommendations of the task force, the parties shall be deemed to be at impasse.

2) The evaluation instrument and procedure that conforms to the requirements of MA. 603 CMR sect. 35.00 are specified in Appendix A.

a. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without due process.

ARTICLE XI: REDUCTIONS IN FORCE

- A. In the event it becomes necessary to reduce the teaching staff, the Superintendent shall follow the proper procedure:
 - 1) Teachers with professional teacher status (PTS) shall not be laid off if there are positions for which they have a valid certification (license) held by Teachers without PTS.
 - 2) If it is necessary to reduce Teachers with PTS, the Teacher with the least seniority (as seniority is defined below) in the affected discipline area shall be the first to be laid off and additional layoffs shall proceed in reverse order of seniority.
 - 3) If there is a Teacher with less seniority who is demonstrably superior in performance, that Teacher may be retained. However, the Superintendent may retain a Teacher with less seniority only when such Teacher is demonstrably superior in performance and /or qualifications as determined by formal evaluations and professional development or by virtue of special skills relevant to the position to be filled.
 - 4) A professional status Teacher who is to be laid off in a particular discipline and is qualified to teach in another discipline will be placed in the second discipline for the purpose of determining if he/she or another Teacher from the discipline is to be laid off. In making a determination of "qualified" pursuant to this Article, the Superintendent shall consider:
 - a. Certification
 - b. Major and minor fields of concentration
 - c. Teaching experience in West Boylston in the discipline
 - d. Teaching experience outside the system in this discipline
 - e. Related experience in business and industry
 - f. Professional development experience in the discipline within the past five years

5) Seniority is defined as the most recent period of continuous employment in the West Boylston School District in years, months, and days. Effective July 1, 2006, part-time Teachers will accumulate seniority according to the percentage of their full-time equivalent (FTE). Teachers will retain the seniority that they accumulated prior to July 1, 2006.

- B. Except in unusual circumstances, the Association and Teacher(s) so affected by a potential or actual reduction in force shall be notified of pending action prior to public hearing of the school budget of the contract year preceding the school year in which the reduction is to be effected, but in no event later than June 15th of the Teacher's current contract year.
- C. To the extent permitted by applicable state and federal laws, laid off Teachers may continue in the Town's group health and life insurance program. The Teacher shall be responsible for paying the entire cost of the premium.
- D. A Teacher with professional teacher status who is laid off as a result of a reduction in teaching staff shall be eligible to be recalled to his or her position if that position is reinstated within the twelve (12) months immediately following the effective date of his or her lay off.
- E. Teachers shall be recalled subject to the conditions of this section in reverse order of the layoff. During the recall period, the laid off Teacher will have preference for any vacancy or new position for which he /she is eligible in accordance with the criteria established for seniority in paragraph A. above.
- F. The Superintendent shall prepare a list specifying the seniority of each Teacher and copies will be forwarded to the President of the WBTA by October 15th. If no challenge to the list is made by the Association within thirty (30) school days of receipt of the list, the list will stand as written. Final copies will be sent to each school.
- G. The decision to reduce Teachers shall not be subject to any grievance or arbitration proceedings currently, or, in the future established.
- H. Nothing in this section shall limit the management rights of the Superintendent to terminate the employment of any Teacher under Massachusetts State Law.

ARTICLE XII: ABSENCES AND LEAVES

1. Absences Charged Against Personal Illness

A. Personal Illness

1. A maximum of fifteen (15) days annually shall be granted with full pay. The unused annual sick leave days shall be cumulative to a maximum of one hundred fifty (150) days. If the contract is terminated before completion of the school year, the sick leave shall be prorated at the rate of one and one-half (1 1/2) days per month not counting July and August.

2. A physician's certificate may be required after three (3) consecutive days of absence and pay for services shall be withheld until such certificate is presented.

B. Illness in the Immediate Family

Up to a maximum of fifteen (15) working days may be claimed under personal illness to care for members of the immediate family, defined as: husband or wife, son or daughter, father or mother, father-in-law or mother-in-law, brother or sister, or other relatives living in the immediate household.

C. Notification of Used and Accumulated Absences and Leaves

On or about the first day of the school year, Teachers will receive a written year-end accounting (from the prior school year) regarding the number of sick leave days the teacher has used and accumulated and carried forward.

2. Sick Leave Bank

- A. There shall be established a sick leave bank subject to the following conditions.
 - 1) This sick leave bank will become operable only if there are more than one hundred (100) days in the sick leave bank by October 1 of each year of this agreement. When there are unused sick leave bank days in a given year, such unused days shall be carried forward for purposes of determining the number of days in the sick leave bank in the subsequent year.
 - 2) If the sick leave bank does become operable, it is to be administered by a committee of five (5) persons: two (2) representatives of the Committee, two (2) representatives of the Association and the school physician. All decisions of the sick leave bank committee must be made by a majority of the members three (3). Only teachers with professional teacher status shall be eligible to apply to the bank.
 - 3) This sick leave bank shall require funding only by the voluntary contribution of one (1) day per Teacher on or before October 1. At the beginning of each school year, any eligible Teacher who has not contributed to the sick leave bank will be able to do so. Each Teacher shall be deemed to have contributed a sick leave day to the sick bank unless he/she notifies the Superintendent in writing on or before October 1 that he/she does not wish to contribute to the sick leave bank.

Each of the following criteria must be met in order to be eligible to access the sick bank: a) Exhaustion of the individual Teacher's sick leave accumulation.

- b) The Teacher applicant must have contributed sick leave days to the sick leave bank in the most recent year in which contributions were required in order for the sick leave bank to have more than fifty (50) days.
- c) Medical evidence of prolonged serious illness submitted by certification by a practicing physician.

- d) The Teacher applicant must have accumulated thirty-five (35) or more sick leave days prior to the beginning of any school year.
- e) No Teacher who is on a leave of absence for any reason shall be eligible for the sick leave bank.
- f) No more than fifty (50) sick leave days will be granted to any individual Teacher during any school year.
- g) No more than an aggregate total of one hundred (100) sick leave days in any one (1) year will be awarded from the sick leave bank by the sick leave bank committee.
- h) Any decision rendered by the sick leave bank committee shall not be made the subject of grievance or arbitration.
- B. Any Teacher, having exhausted his/her cumulative sick leave, including sick leave under the sick leave bank, may petition the School Committee through the Superintendent of Schools, for special consideration. Decisions of the School Committee on such requests for special consideration shall be final and binding and shall not be subject to any grievance or arbitration proceedings.

3. Absences Not Charged Against Personal Illness

1. Bereavement Leave

- 1. When an immediate member of a Teacher's family dies, the employee may take a paid leave of absence not to exceed five (5) days. The immediate member of a family is defined as: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, maternal or paternal grandparents, maternal or paternal grandparents, maternal or paternal grandparents, niece, nephew, son or daughter- in- law, step child, grandchild, or other relative living in the immediate household. Funeral and bereavement leave days need not be consecutive work days if there is a ceremony or memorial service held at a later time for the immediate family member who died.
- 2. When the death of a brother-in- law, sister-in-law, uncle, aunt or grandparent-in-law occurs in the family of an employee, the employee shall be granted funeral leave for up to one (1) working day without loss of pay.
- 3. In his / her discretion, in extraordinary circumstances, the Superintendent may grant additional bereavement leave. Exercise of his/her discretion may not be the subject of a grievance.

2. Religious Holidays

A member of any religious group observing sacred holidays not provided for in the school calendar may take a paid leave of absence not to exceed a maximum of three (3) days per year.

3. **Professional Visitation/Conference Days**

Teachers may be granted professional visitation and/or conference days with pay at the discretion of the principal or Superintendent of Schools.

4. Personal Business

- 1. Each Teacher shall receive two (2) days per year for the transaction of personal business that cannot be transacted outside of the workday as defined in Article VII.B, subject to the following conditions:
 - a. Personal leave may not be used for vacation or recreational purposes.
 - b. Such days cannot be taken on a school day immediately before or after any holiday or school vacation period.
 - c. Teacher requesting personal business leave shall give twenty-four (24) hours' notice of intention to take such leave to the Superintendent or his designee on a form to be provided by the School Committee.
 - d. No more than five (5) Teachers shall be able to take personal business leave on any given day, and in the event more than five (5) Teachers request leave on any given day, the first five (5) Teachers who give their written notice to the Superintendent shall be the ones to receive personal business leave.
 - e. No reason will be required for use of personal days under this section D.1.
- 2. Absences for personal business with pay in addition to the personal business days in paragraph D.1 above may be granted upon the recommendation of the principal and the approval of the Superintendent. Decisions of the Superintendent under this paragraph D.2 shall be final and binding and shall not be subject to grievance or arbitration proceedings.
- 3. Any unused personal business day may be carried over to the following school year, with a maximum accumulation of three (3) days. No more than three (3) personal business days may be used in a given school year.

5. <u>Personal Leave without Pay</u>

Absences for personal business without pay may be approved by the Principal and coordinated with the Superintendent of Schools.

6. Parental Leave

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1. Pursuant to Massachusetts General Law, Chapter 149, Section 105D, every employee who has completed the initial probationary period of three (3) consecutive months is entitled to up to eight (8) weeks of unpaid leave for the purpose of giving birth or for adopting a child. The teacher should notify the Superintendent of their intention to take parental leave and to return, at least two (2) months before the expected date of the leave and, in any case, not less than two (2) weeks prior to the leave.

- 2. Pursuant to Massachusetts General Law, Chapter 149, Section 105D, every employee who has completed the initial probationary period of three (3) consecutive months is entitled to up to two (2) weeks of unpaid leave for the purpose of giving birth or for adopting a child. The Teacher should notify the Superintendent of their intention to take a parental leave and to return, at least two (2) months before the expected date of the leave and, in any case, not less than two (2) weeks prior to the leave.
- 3. Accumulated sick leave and personal days may be applied to those days during the family leave period for which the attending physician certifies that they are disabled and unable to work.
- 4. At the end of the parental leave, Teachers shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to layoff other position elimination as per Article XI (RIF).
- 5. During the period of parental leave, the Teacher's health benefits shall be continued (provided the Teacher pays their portion of the premium during their leave).

B. Nothing in Paragraph A. above, shall be construed to prevent the granting of a parental leave shorter or longer than one (1) when it is in the best interest of the West Boylston Public Schools to do so.

7. Military Leaves

Credit for military service should be granted when determining a Teacher's placement on the salary schedule. Military leave of absence is granted to Teachers under the provision of the Selective Service Act. Each Teacher granted a military leave of absence shall be eligible to return to a teaching position with seniority rights and with annual increments equivalent to the number of years spent in active military service providing the Superintendent of Schools is notified in writing, within sixty (60) calendar days after such discharge or release from active service of the intention to return to a teaching position in the West Boylston Public Schools.

8. Educational Leaves

Upon completion of five (5) consecutive years of service in the public schools, a Teacher may be granted a full year's leave of absence. An educational leave may be used for travel or education, but not for financial gain. A leave for educational purposes must have the recommendation of the Superintendent of Schools and the approval of the School Committee. Not more than five percent (5%) of the teaching staff shall be granted such leaves within any school year. A Teacher must agree to teach in the public schools in the Town of West Boylston for at least a minimum of two (2) school years following such leave (as per M.G.L. Ch. 71 paragraph 41A). Compensation shall be agreed to by the Teacher involved and as approved by the Committee.

9. Family and Medical Leave

- A. A Teacher who has been employed for one (1) complete year shall be entitled to a leave of absence without pay for up to twelve (12) weeks within a twelve (12) month period of time for birth, adoption, foster care placement of a child or if a serious health condition affects the employee, employee's spouse, child or parent in accordance with the Federal Family and Medical Leave Act (FMLA.)
- B. During a leave under the FMLA, health benefits for the employee shall be continued.
- C. An employee must give thirty (30) days' notice of intent to take an FMLA leave whenever possible.
- D. FMLA leave is taken concurrent with, not in addition to, maternity leave as described in Article XII, Section 4A.
- E. At the end of an FM LA leave, Teachers shall return to the same position they held before the leave began or to an equivalent position, subject to layoff or other position eliminated as per Article XI (RIF.)

10. Child Rearing Leave

- A. A child rearing leave without pay of up to one (1) year shall be granted at the discretion of the Superintendent to any Teacher, who has completed at least one (1) full year of service to the District. Requests for such leave must be made no less than three (3) months prior to the beginning of the leave.
- B. The Teacher on a child-rearing leave shall notify the Superintendent in writing not later than March, 1 concerning the desire to be reinstated the following year.
- C. A Teacher returning to the system following an approved child rearing leave shall advance to the next step of the salary schedule in a subsequent school year, provided he/she has served in his/her teaching position for a total of ninety- two (92) days during the school year in which the leave commenced.
- D. All Teachers returning from a child rearing leave of absence shall be restored to their previous or equivalent position.
- E. During a child rearing leave, the Teacher shall not accrue time towards professional status, sick leave, and seniority.
- F. While on child rearing leave, a Teacher may continue his/her coverage in the Town's Group Health Plan, provided the teacher pays the entire cost of the health care benefit premium.

11. Adoption

A. After having completed one (1) year of teaching for the West Boylston schools, a Teacher who adopts a child will be eligible, up on making a written request to do so to the Superintendent, may take up to ten (10) work days off to take care of obligations directly related to the adoption process (e.g., travel, appointments with attorney, social worker, court dates, etc.) and to have such days counted as paid sick days which shall be deducted from the employee's sick leave balance. It is expressly understood that where the employee does not have ten (10) sick days in his/her sick leave balance, he/ she shall only be able to utilize the lesser number of sick days he/she has in his/her account. It is further understood that nothing in this section shall be understood to limit the employee's ability to access qualified, unpaid FMLA leave. Where such additional FMLA leave is taken, it is understood that any days taken under this section shall be considered as part of the FMLA leave and it may not be used to extend the total number of days he/she would be entitled to under the FM LA.

ARTICLE XIII: FACULTY BENEFITS

I. Insurance Benefits

- A. Employees will be covered by the Workman's Compensation Act at all times while working for the school department.
- **B.** Employees covered by this Collective Bargaining Agreement will have access to townprovided insurance benefits in the same manner and under the same conditions as the Town Of West Boylston makes insurance benefits available to Town employees. Insurance benefits will reflect and be aligned with current offerings of the Town.

II. Enrollment of Children in Schools

A. Any child of a Teacher employed by the West Boylston school system may attend the West Boylston Public Schools at no cost to the Teacher provided that the cost to the West Boylston Public Schools does not exceed the average per pupil cost per grade. In the event that the Committee accepts or has accepted the School Choice Law and that law is modified in a way that negatively impacts this provision, the parties agree to renegotiate this provision. In the event that this provision is determined to conflict with any state or federal statute or regulation, this section will automatically be removed from the collective bargaining agreement.

ARTICLE XIV: SEXUAL HARASSMENT

It is hereby agreed that the West Boylston School Committee and the West Boylston Teachers' Association recognize their joint interest in both maintaining a working and learning environment, free of sexual harassment and protecting employees from consequences resulting from unsubstantiated or unjustified allegations of improper conduct.

It is recognized that the West Boylston School Committee is obligated to comply with statutes or regulations promulgated by legally empowered legislative or administrative agencies of governmental entities and that this obligation may not be waived or compromised in consideration of the content of this agreement.

It is further recognized that within the limit of the foregoing constraint, the parties may cooperatively define their joint interests relative to procedures, processes and consequences to be utilized in cases of allegation of sexual harassment.

It is agreed that the parties will accomplish this through dialogue and joint participation in development of School Committee policy GBCC/JFCGA- Sexual Harassment.

Further, it is agreed that any modifications to said policy shall be subject to ratification by both parties to this agreement. Should it be impossible to achieve agreement, or should one or both parties fail to approve the recommendations for modification, the parties shall be deemed to be at impasse.

WE, THE AUTHORIZED REPRESENTATIVES WHO'S SIGNATURES ARE LISTED BELOW. AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT SO STATED AND PUBLISHED.

FOR THE WEST BOYLSTON SCHOOL COMMITTEE

FOR THE WEST BOYLSTON TEACHERS' ASSOCIATIONS

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WITNESSED AND SIGNED THIS <u>8</u> DAY OF June, 2022.