

# **Contract**

**Woburn Teachers' Association  
And  
Woburn School  
Committee**

**Includes Nurse and  
Para-Professional  
Agreements**

**September 1, 2018  
Through  
August 31, 2021**

**OUR WTA CONTRACT  
A QUICK REFERENCE GUIDE**

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## **COLLECTIVE BARGAINING CONTRACT**

Pursuant to the Provisions of Chapter 150 E of the General Laws of Massachusetts, this contract is made this 1st day of September 2011 by the SCHOOL COMMITTEE OF THE CITY OF WOBURN, MA (hereinafter sometimes referred to as the Committee) and the WOBURN TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

### **SCOPE**

1. For the purposes of collective bargaining on questions of wages, hours, and conditions of employment, the Woburn School Committee recognizes the Woburn Teachers Association as the exclusive representative of the following professional employee of the Woburn School System: All school department professional employees, including Title One teachers, except the Central Office Administrators, Building Principals, Assistant Principals and Directors.

### **PREAMBLE**

2. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Woburn, and that good morale within the teaching staff of Woburn is essential to achievement of that purpose, we, the undersigned parties to the Contract declare that:
  - (a) Under the law of Massachusetts, the Committee, elected by the citizens of Woburn, MA has final responsibility for establishing the educational policies of the public schools of Woburn, MA.
  - (b) The Superintendent of Schools of Woburn, MA (hereinafter referred to as the Superintendent) has final responsibility for carrying out the education policies of the public schools of Woburn, MA.
  - (c) The teaching staff of the public schools of Woburn, MA has responsibility for providing in the classrooms of the school instruction of the highest possible quality.
  - (d) Fulfillment of these respective responsibilities may be facilitated and supported by consultations and free exchange 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,
  - (e) To give effect to these declarations, the following are hereby adopted:

### **PROCEDURES**

1. The School Committee of Woburn, MA and the Woburn Teachers Association do hereby agree that the following procedures should be adhered to in regard to communication between the two groups.

## **MEETINGS**

1. The participating parties will meet upon the written request of any of them provided the request contains a specific reason for the meeting.
2. The agenda for the meeting will be prepared by the secretary of the School Committee and will specify the specific items or matters to be discussed by the participating parties. The agenda for any meeting is to be mailed three (3) days in advance of the date set for the meeting to each of the parties concerned.

## **DIRECTING REQUESTS**

3. The Association normally will make its request directly to the Superintendent or his representative, The Superintendent or the School Committee or their representative will make their request known to the President of the Association. Parties will agree to a mutually convenient meeting date within a reasonable period of time.

## **EXCHANGE OF FACTS, VIEWS**

4. Facts, opinions, proposals and counterproposals will be freely exchanged in good faith during the meeting or meetings and between meetings if advisable.

## **REQUEST FOR ASSISTANCE**

5. The participants may call upon competent professional and lay representatives to participate in the discussion and to make suggestions.

# **ARTICLE 1**

## **A. GRIEVANCE PROCEDURES**

1. The purpose of this procedure is to produce prompt and equitable solutions to those problems that from time to time may arise and affect the conditions of employment of the employees covered by the Agreement. The Committee and the Association desire that this procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.
2. A grievance is hereby defined to mean a dispute involving the meaning, interpretation or application of this Agreement.

## **B. LEVELS**

LEVEL ONE: A teacher with a grievance will first discuss it with her/his principal or immediate supervisor, either directly or through the Association's faculty representative, with the object of resolving the matter informally.

LEVEL TWO: If the grievance is not settled within 5 school days after said

discussion at Level One, it may within 5 school days thereafter be referred in writing to the Superintendent. The written statement shall contain:

- (a) A brief description of the action or inaction giving rise to the grievance, and
- (b) Reference to the provisions of the agreement that focus on the issue.

The Superintendent within 5 school days after receipt of the written grievance shall meet with the aggrieved teacher and representative of the Association in an effort to resolve the matter. Member's attendance will not be required in instances where a member has a medical or other hardship, nor will the Association's presence be required should the affected member waive representation.

LEVEL THREE: If the grievance is not settled within 5 school days after said meeting with the Superintendent at Level Two, it may be submitted in writing to the Committee within 5 school days thereafter. The Committee, within 10 school days after the receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter.

LEVEL FOUR: If the grievance still is unresolved at the end of 5 school days next following said meeting with the Committee at Level Three, the Association may within 15 school days after said meeting with the Committee at Level Three submit the grievance to the American Arbitration Association for arbitration pursuant to its labor relation rules.

The Arbitrator shall be without power or authority to make any decisions either prohibited by law or to add to, alter or modify this Agreement. The decision of the Arbitrator shall be in writing and shall set forth its finding of fact, reasoning and conclusions of the issues submitted. The decision of the arbitrator shall be final and binding upon the parties subject to the provision of General Law Chapter 150C. The Committee and the Association shall share the expenses of such arbitration equally except that the Arbitrator shall have the authority to require the losing side to pay all of the expenses upon determining that its position was frivolous in terms of the language of this contract.

If, after closing a hearing, the Arbitrator determines that a conflict between provisions of this Agreement exists with respect to an issue or issues submitted, he/she shall so notify the parties by mail and shall require the parties to submit within a ten (10) days of receipt of the notice, their respective positions, including any documentary evidence with regard to that conflict, and only after such submission shall the Arbitrator rule in favor of one party or the other on such issue(s). Such submission shall include a copy to the other

party, who shall have a ten (10) day period in which to submit a rebuttal statement to the Arbitrator. Failure of either party to submit a timely answer to the arbitrator under this paragraph does not relieve the Arbitrator from making a decision on the issue or issues submitted.

### **C. GENERAL PROVISIONS**

1. If at the end of 15 school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure, the grievance shall be deemed to have been waived and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.
2. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit any such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two, except when the action grieved against is within the principal's scope of authority, in which event the grievance shall commence at Level One.
3. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest and the Association.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants unless the individual in question files a written request to the contrary.
5. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that they may not be represented by a representative of any officer of any teaching organization other than the Association and its affiliates. When the Association does not represent a teacher, the Association will have the right to be present and to state its views at all stages of the grievance procedure.
6. Any grievance not resolved by the end of school in June will be processed as though school were in session in the summer, each summer work day to be counted as though it were a school day for purposes of proceeding through the Levels.
7. The parties may mutually agree to any extension of time limits set forth herein.

## ARTICLE 2 ~ CLASS SIZE

A. The Committee recognizes the desirability of achieving a class size for maximum development of the students in the learning process and to this end classes shall be arranged as follows:

1. Elementary Schools:

Grade Pre-K	10-15 pupils per session
Grade K	20-25 pupils
Grades 1-3	20-26 pupils
Grades 4-5	20-28 pupils

The WTA and District agree that reasonable RSP workloads are important to both parties. A joint labor management committee will be established that consists of three member appointed by the WTA and three members of administration. The Committee agrees to meet prior to the end of the 2018-2019 school year (and on an as-needed basis thereafter) to discuss and plan the caseloads for the next school year.

2. Middle Schools & Senior High School

Academic subjects	20-26 pupils
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The maximum daily teaching load for classes, which meet 5 times a week, will be 130 students.

Laboratory Classes	20-30 pupils
Industrial Arts	20-36 pupils
Physical Education	25-40 pupils
Study Halls	25-50 pupils

3. Any special grouping shall be in accordance with State and Federal Laws.
4. Every effort shall be made to use the lower level figure for each grade or subject.
5. Any class may have fewer students than the lower level figures stated.
6. No class will be assigned a number of students exceeding the number of teaching stations or appropriate equipment available

B. Exceptions to the figure in A1 and A2 above may be made for experimental programs. The association shall be notified of such programs prior to their implementation.



## **ARTICLE 3 ~ WORKING HOURS AND WORKING LOAD**

### **1. Work Day**

- 1-a. Every elementary/preschool teacher shall be in their room ten (10) minutes before school begins, and elementary teachers shall be available for duty after school for ten (10) minutes. Every RSP shall be in their scheduled building 10 minutes before the start of that building's school day.
  
- 1-b. Teachers at the Middle School and High School levels will be in their classrooms for five (5) minutes before the start of the school day for students. Teachers at the Middle School are expected to be available in the building to provide extra help for students and for parent conferences for forty (40) minutes one (1) day per week, on a day designated by the principal, and five (5) minutes after the close of school on other days. Teachers at the High School are expected to be in the building to provide extra help for students and for parent conferences for thirty-five (35) minutes once (1) day per week, on a day designated by the principal, and five (5) minutes after the close of school on other days.
  
- 1-c. There will be a monthly faculty meeting of not more than forty-five (45) minutes beginning at the end of the school day for teachers.
  
- 1-d. On Friday, teachers may leave at the close of the school day.

### **2. LENGTH OF SCHOOL DAY FOR CHILDREN**

- 2-a.       Preschool ..... 2 hours and 30 minutes  
              per session (not to start any earlier than 8:00am and not to end any  
              later than 3:00pm)

2a.1 –Students with Individualized Education Program (IEP) may have longer or shorter days depending on their individualized needs.

Elementary School .....6 hours & 15 minutes

(8:25 a.m. ~ 2:40 p.m.)

Middle School .....6 hours & 15 minutes

(8:00 a.m. ~ 2:15 p.m.)

Senior High School.....6 hours & 21 minutes

(7:30 a.m. ~ 1:51 p.m.)

(in order to provide one additional minute per passing period)

NOTE: The Committee may adjust the starting and dismissal times by up to five (5) minutes for any elementary school(s) from the times indicated in paragraph 2a above for purposes of coordinating bus schedules. In such event, teacher(s) at said school shall have the option of flexible use often (10) minutes before and ten (10) minutes after in the first paragraph of A1.

- 2b. There will be a morning recess of 15 minutes.
- 3. Special subject teachers and special project teachers shall observe the same working hours as teachers at the same level (i.e. elementary, middle school, senior high).
- 4 Teachers shall have a duty-free lunch period equal in time to students in their building.
- 5 Planning periods at the various levels shall be consistent with the following:

**(5-A) Elementary**

(5-a-1) When a special subject teacher is in an elementary teacher's classroom, the regular teacher shall have the right to leave at that time for preparation purposes, providing the special subject teacher, upon finishing the lesson, leaves an outline of what she wants the regular teacher to teach in the subject on the weeks the special teacher does not visit the school. Special subject teachers and special education teachers shall be scheduled a comparable amount of preparation time.

(5-a-2) Each elementary teacher shall have 50 duty-free minutes each day. This shall include the lunch period (20 minutes) and the preparation period (30 minutes) for each teacher. Thus, with the traditional 360 minutes provided by the special subject teachers over a two-week period, pending no unforeseen reason to alter these, 660 minutes of preparation time will be provided over a 2-week period, as it currently exists at the elementary level.

(5-a-3) Working Hours and Working Load: Elementary

No teacher will be required to give up his or her duty-free planning period, duty-free lunch period, or recess/morning break for participation on an evaluation team, nor shall any other teacher be assigned the supervision of any additional class.

**(5-B) Middle School & Senior High**

Said teachers shall have at least one (1) duty-free planning period per school day at least equal in length to a normal teaching period.

**(5-C) Preschool**

(5-c-1) The WTA and the District agree that a reasonable preparation and planning time during the work day is important to preschool teachers. Due to the differences from preschool classroom to classroom, a joint labor management committee will be established that consists of three members appointed by the WTA and three members of administration. The Committee agrees to meet prior to the end of the 2018-2019 school year (and on an as-needed basis thereafter) to discuss and plan the schedule for the next school year that allows for reasonable prep and planning time during the preschool teachers work day.

(5-c-2) No teacher will be required to give up his or her duty-free planning period or duty-free lunch period for participation on an evaluation team, nor shall any other teacher be assigned the supervision of any additional class.

(5-c-3) Special Education preschool teachers shall be provided with the appropriate time designated for testing, teacher conferences, team meetings and education plan reviews consistent with ARTICLE 25 ~ CHILDREN'S SERVICES

**6. Non-compensated teacher attendance will be required as follows:**

- a. All teachers will remain for a maximum of 18.5 hours per school year for (3) 2-hour parent nights, 10 faculty meetings, and up to 10 department (or other) meetings that will not exceed 30 minutes.
- b. Parent/Teacher conferences for High School, Middle School and Elementary School shall not exceed three (3) such meetings in

any school year and shall not exceed two (2) hours each. The type of meeting and the date shall be scheduled at the discretion of the Administration, although at least one of the meetings shall be held in the afternoon, and the Association may give input to the Superintendent as to scheduling. The dates, times and types of such conferences shall be posted by September 15th of each year.

- c. Interim Report Cards shall be issued three times per year.
- d. Pupils' textbooks shall not be collected and stored at the close of the school year until the day before the final day of school for pupils unless otherwise directed by the principal.

## **7 Teacher Load in Middle School & High School**

- a. No teacher in grades 7-12 shall be required to teach in more than two (2) departments and shall not be required to teach more than three (3) preparations.

A preparation is defined as a course taught at a specific level. Present levels are: Enhanced competency (E C); Academic, Honors and Advanced Placement.

- b. The teachers will be given their schedules for the following year before the students have access to their schedules. The master schedule of teaching at the High School and teaching and duty assignments at the Middle Schools shall be posted in a visible location in each school at the secondary level by the last day of school in June.
- c. The regular load of high school teachers shall be six (6) assignments per day, no more than five (5) of which shall be teaching assignments based upon a seven (7) period day.
- d. Based upon an eight period day at the middle school level a teacher on a daily average, based on a full week's schedule, shall have the following schedule: five (5) classes in one's assigned academic subject area; at least one duty-free planning period; one team meeting period to be utilized for team meetings as needed; an "interest" period to be utilized for learning opportunities for students as determined by the team and the principal.
- e. Middle School Schedule Review Group: A joint labor management

committee will be established that consists of five members appointed by the WTA and five members of administration. This committee will conduct an as needed review to evaluate the Middle School schedule. Such review group may make recommendations for potential changes to the schedule for the next school year, however any proposed changes that impact working conditions, will be subject to bargaining and ratification by the WTA Middle School members prior to implementation.

8. **The teaching load for Elementary Special Area teachers** shall be an average, over the course of a five-day week, of 270 minutes of instructional time per day. Such figures shall include travel time between classrooms and/or between schools.
9. In addition to any other early release days scheduled by the Superintendent, at the elementary level there shall be five (5) early release days per year for such purposes as parent conferences, tutoring or meetings involving groups of teachers. The agenda, schedule and times of such early release days shall be worked out between designees of the Association and the Committee. Notification will be provided to staff, districtwide, no less than 2 weeks prior to professional development days as to the specific plans and agenda for those days.

Beginning in the 2008-2009 school year, in addition to the five (5) early release days stated above, elementary teachers will receive one (1) more early release day, bringing the total number of early release days to six (6) on a date to be assigned by the administration, for preparing progress reports, parent conferences or report cards.

#### **ARTICLE 4 ~ SPECIALISTS**

- A. The Committee recognizes its responsibilities in providing the necessary teaching personnel and supplies to maintain and improve the instruction and education of the students. The Association is encouraged to make suggestions through the appropriate channels for additional personnel as would best aid in developing the program.
- B. There shall be adequate supplies in every school to eliminate transporting supplies from school to school and, whenever possible, there should be a designated space to securely store such supplies in each building.
- C. Teachers, including those in the special subject areas of art, health, library,

special education, music, physical education, remedial reading, related services, foreign language, guidance and Title I, shall teach in a properly equipped area whenever circumstances permit.

## **ARTICLE 5 ~ TEACHER EMPLOYMENT AND RESIGNATION**

- A. At least half credit shall be given teachers for previous teaching experience upon initial employment in Woburn provided they meet existing requirement of the Salary Schedule and ninety (90) days for each full year of experience. Any teacher who was hired and began their service during the school year will be granted their increment the following September provided they were employed ninety (90) days or more in that year. Day-to-day substitute service shall not be counted as part of the ninety (90) days required for a year of teaching credit.
- B. After September 1, 1971, teachers with previous teaching experience in the Woburn School System, will, upon returning to the System, receive at least half credit for each full year of experience of the Salary Schedule for all outside teaching experience, up to a maximum set forth in Section A above. Teachers who have not been engaged in teaching on a fulltime basis will, upon returning to the System, be restored to the next position on the Salary Schedule above that at which they left, provided their last term of employment in Woburn included ninety (90) days of continuous employment or a lesser number of days at the discretion of the Committee.
- C. Resignation ~ Teachers intending to resign shall give at least four (4) week notice, but no resignations shall be expected to take effect during May or June except on account of incapacity to teach. Teachers who plan to resign or retire at the close of school each June should submit their resignation on or before February 1st in order that the Superintendent and the School Committee may fill the position at or before the April Meeting.
- D. Deductions for Absences ~ Deductions for absences for all teaching personnel, whether for business or illness, shall be made on the basis of the actual length of the teacher work year. For example, if the teacher work year is 180 days, the deductions shall be based on 1/180th of the annual salary. If it is necessary to make a deduction prior to the determination of the actual length of the teacher work year (see Article 20) the deduction shall be  $1/180^{\wedge}$  of the annual salary, with the appropriate adjustment in pay made in the affected teacher's last paycheck of the work year in order to reflect the actual length of the teacher work year.
- E. A permanent substitute teacher shall become a member of the bargaining unit after twenty (20) consecutive days in the same position. If there is an authorized absence within the twenty-day period, the period shall be extended

by the same length of absence before the substitute can become a member. Said employee shall be placed on Step One of the horizontal salary column where they would be based on credits. Time served as a permanent substitute (90 days or more), shall count toward salary credit for the following September if an individual teacher is hired to a full-time teaching position.

- F
- I. Seniority ~ Seniority as used in this Agreement for the purposes of entitlement to benefits, teacher assignment, transfers, filling vacancies, promotions, re-employment, layoff and/or abolition of positions, is defined as the length of continuous professional employment in the Woburn School System, measured from the first day for which compensation was received. Time spent on paid leaves or leaves authorized the statute shall neither interrupt nor be deducted from one's seniority, but time on unpaid leaves (except authorized by statute) shall be deducted from seniority but not interrupt seniority. In the event that it is necessary to break a tie in seniority, educational advancement on the salary schedule shall be determinative. If a tie still exists and it is necessary to break the tie, lot shall be determinative.
  2. Effective September 1, 1984, any member(s) of the bargaining unit working less than full time shall receive seniority credit on a pro rata basis. The following examples are cited:
    - (a) A teacher teaching a single kindergarten session daily would be employed on a half-time basis and receive a half year of seniority for a year of such service.
    - (b) For two teachers equally sharing a single position, each would be employed on a half-time basis and receive a half year of seniority for a year of such service, and
    - (c) A teacher employed to teach three (3) courses in the high school and/or middle school would be employed on a three-fifths basis and receive three-fifths of a year of seniority for a year of such service, etc.

NOTE: The amount of seniority pro-rated is based on the same fraction used to determine the annual salary and length of time worked.

- G
- Horizontal Salary Movement ~ By December 1 of the school year prior to the school year in which a teacher anticipates having enough credits to move from one column to another, the teacher shall notify the Business Office of the likelihood that they shall have enough credits for column movement by the beginning of or during the next school year. Implementing movement to the new column shall be as follows:

1. When the requisite course work has been completed by September 1, the salary of the new column shall commence with the first paycheck in September.
  2. When the requisite course work has been completed between September 2 and February 1, the salary of the new column shall commence with the first paycheck in February.
- H. Any teacher who was hired part-time or who voluntarily changed to a part-time position but who wished for the following year to have increased part-time status or full-time status shall notify the Superintendent by March 1.
- I. Any teacher who was hired part-time or who voluntarily changed to a part-time position but who wishes for the following year to have increased part-time status may make application for posted vacancies as established in Article Seven.

#### **ARTICLE 6 ~ TEACHER ASSIGNMENT**

- A. I. Except in unusual or unforeseen circumstances, preschool, elementary and middle school teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, at least three (3) days prior to the last day of school in June.
2. High School teachers' teaching programs for the coming school year, including grades and subjects that the teachers will teach, but not necessarily the actual schedule or number of sections, will be posted on a departmental basis in each department at least three (3) days prior to the last day of school in June. These programs may be subject to change under unusual or unforeseen circumstances.
- B. In order to assure that pupils are taught by teachers working within their area of competence, every effort shall be made to assign teachers within the scope of their state teaching certification.
- C. In arranging schedules for teachers who are assigned to more than one school, the amount of inter-school travel will be limited wherever possible according to the teaching programs prepared by the Superintendent of Schools.
- D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, sexual preference or activities within the Association.



**E. Duties Other Than Classroom Teaching**

Teachers in addition to their services as classroom teachers shall assume as part of their obligations, and without additional compensation, such additional duties as may be assigned to them during school hours as defined in Article Three. In addition to teaching, each teacher is subject to assignment by the Principal to responsibility for a portion of the miscellaneous services and activities of the school. Unless compensation for extra duties is expressly provided for, such assignment is to be considered as much a part of the teachers' normal load as actual classroom teaching. The intention of this rule is that every teacher shall assume some responsibilities in addition to their classroom teaching and shall cooperate in this way, in the varied activities of the schools.

Pursuant to the above, classroom teachers may be required to handle money for non-educational purposes such as insurance and class pictures, but they shall not be held financially accountable by the School Department for inadvertent loss of such money. All assignments made under this section shall be made on a reasonable and rotating basis. Teachers shall not be responsible for collecting, managing or tracking tuition payments.

- F. All classroom teachers regularly scheduled to travel between two or more schools, including special teachers, shall be provided transportation reimbursement at the business use rate established by the IRS which in no event shall be less than thirty cents (\$.30) a mile for all miles they are so scheduled to travel. Payment of this allowance will be made in two installments during the school year.

**ARTICLE 7 ~TRANSFERS AND VACANCIES**

**A. Posting and Filling of Vacancies**

1. Whenever a permanent vacancy in a professional position occurs in the Woburn School System, as determined by the Superintendent, such position will be adequately publicized by the Superintendent by means of a notice to every school and by electronic mail to each member of the faculty, at least ten (10) days prior to the closing date for applications.
2. Such notices shall set forth clearly all requirements {including certifications, degree(s) and experience}, duties, application deadline, and other pertinent information. No application shall be accepted after the closing date stated in the notice of vacancy, however, the Superintendent reserves the right to extend the deadline, with appropriate notification as stipulated above.

3. All teachers will be given adequate opportunity to make application for all available positions. When, in the judgment of the Superintendent, the qualifications of internal and external candidates are substantially equal, strong consideration shall be given to qualified teachers already employed by the District. Internal applicants not chosen shall, upon request, be provided a verbal explanation for the selection of the successful applicant.
4. Every reasonable effort shall be made to fill such positions as promptly as possible after the closing date for applications particularly in any instance where the position is critical to the proper functioning of the School System.
5. If the qualifications and duties set forth for a particular position are changed between posting and hiring, The Woburn Teachers Association shall be duly notified in advance.
6. For positions involving the supervision of shower and dressing facilities for physical education, only teachers of the appropriate gender will be eligible.
7. A temporary vacancy shall be defined as a position to which a unit member on leave has a claim pursuant to Article Ten or Eleven. These positions shall be advertised and/or filled as temporary vacancies and must be posted and filled should they become permanent.

**B. Voluntary Transfers ~**

1. A teacher desiring a transfer will submit a written request to the Superintendent with a copy to the teacher's principal stating the assignment preferred and reasons for the request for transfer.
2. Transfers normally will become effective at the beginning of the next school year.
3. Teachers will qualify to be considered for a transfer only after meeting required professional development activities as determined by the Superintendent.
4. All such requests will be acknowledged in writing.
5. The Principal can approve voluntary transfers within an elementary school, or at the secondary level within a department and building, without being posted.

## **C. Involuntary Transfers**

### **1. Involuntary Transfers When There Is a Change in Student Population ~**

- a. When a reduction in the number of teachers in a particular school is necessitated by a change in the student population or other unusual circumstances, qualified volunteer(s) from that school for other position(s) will be sought by the administration prior to taking steps toward an involuntary transfer.
- b. When an involuntary transfer is necessitated, the least senior teacher in the affected school shall be transferred (Seniority as defined in Article Five, FI).
- c. When a decision has been reached on such involuntary transfer, the teacher so transferred will be notified in writing of the decision by May 15, when deemed possible by the administration.

### **2. Involuntary Transfers for Other Reasons ~**

- a. When an involuntary transfer is necessitated by some reason other than a reduction in pupil enrollment in a particular school, a teacher's area of competence, major and /or minor field of study, length or service in the Woburn Schools, and other relevant factors shall be considered in determining which teacher(s) will be transferred.
- b. Notice to transfer a teacher involuntarily under this subsection shall be given to the affected teacher, in writing, including a statement of reasons therefore, as soon as practicable, and except in cases of emergency no later than June 15.
- c. Any involuntary transfer under this subsection shall be made only after a meeting between the teacher involved and the Superintendent, or their designee. The teacher may, at the option of the teacher, have an Association representative present at such meeting.

## **ARTICLE 8 ~POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS**

- A. Summer and Evening Schools and Federal Program openings will be

publicized as soon as possible. Teachers will be notified of tentative appointments as soon as possible. Regular appointed teachers in the Woburn School System shall be considered for positions in the Woburn Summer School and Evening School including Federal Funded Programs.

- B. In filling such positions, the decision will be based upon the teacher's educational degree(s) in the area of competency, major and/or minor field of study, quality of teaching performance, length of service in the Woburn School System, and in regard to Summer School and the Evening School positions, previous Woburn Summer School or Evening School teaching experience.
- C. Summer School teachers shall be paid bi-weekly with the final summer school check to be paid on the last day of Summer School, except that the final paycheck will be withheld if any adjustment is necessary.

### **ARTICLE 9 ~ SCHOOL FACILITIES**

- A. All custodial fees incurred in (C) and (E) below will be paid by the Woburn Teachers Association. The Superintendent of Schools in keeping with existing policies and regulations governing use of school facilities shall approve building use.
- B. The Association shall have the opportunity to announce but not discuss building membership meetings and matters under consideration at regularly scheduled faculty meetings.
- C. The Association shall have permission to use school facilities, when not otherwise used for educational purposes, for appropriate educational activities of the recognized association as approved. Rental application forms must be filed with and approved by the Superintendent of Schools.
- D. The Association shall have access to teachers at their place of assignment after the pupils have been dismissed at the close of the day.
- E. The Association will be eligible to use the athletic facilities and equipment at the High School and the Middle Schools one evening per week. The schedule and other related matters should be arranged in advance with the Superintendent or his designee. Rental application forms must be filed with and approved by the Superintendent of Schools.
- F. F. There will be one bulletin board in the Teachers Room in each school building for the purpose of displaying notices, circulars and other Association materials.
- G. G .No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

- H. All school facilities where teachers have an assignment shall be maintained with all reasonable effort to provide appropriate temperature levels. Concerns by any teacher with the aforementioned areas shall be brought to the building principal's attention immediately. The building principal shall notify the Superintendent. Within a reasonable time frame, the concern and viable solution shall be issued to the union president(s).

## **ARTICLE 10 ~ SICK LEAVE AND OTHER LEAVES OF ABSENCE**

### **A. Sick Leave**

1. **Sick Leave Interpretation** ~ in every case the annual (current) sick leave allowed is to be used before using the days accumulated from previous years.
2. Any employee who is absent for six (6) consecutive days must have the School Department Health Form completed by his/her physician. A second form must be completed by the physician if the employee is absent for eighteen (18) days or longer, and an additional form must be completed by the physician for each additional eighteen (18) days or longer, and an additional form must be completed by the physician for every additional eighteen (18) consecutive days of absence thereafter. These forms are required to remain on the payroll. Teachers may request to have the forms mailed to them.
3. **Sick Leave Allowance** ~ All employees are entitled to thirteen (13) days annual sick leave as of the first day of each year. Unused sick leave days each year are accumulated to an unlimited number.
4. Personnel entitled to compensation under the current sick leave rule shall be given full compensation for absences due to illness of one-half day or more as they are taken, in half day increments, and the Principal through the Superintendent of Schools shall report any abuse of the privilege to the School Committee.

### **B. Bereavement Leave**

1. **Death in Immediate Family** ~ A Maximum of five (5) days shall be allowed due to the death in the immediate family - mother, father, wife, husband, spouse, domestic partner, sisters, brothers, children, grandparents and grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, niece and nephew. This will not be deducted from the annual or cumulative leave and shall be a full pay allowance. This leave shall not be cumulative.
2. **Death of Relatives** ~ A maximum of three (3) days shall be allowed for the deaths of other relatives. Absences for deaths of other relatives

shall be deducted from any current or cumulative days that personnel have available.

3. Upon request, the Superintendent may grant additional days.

**C. Absences for Personal or Business Matters**

1. Three (3) days shall be allowed each year when requested (3 days in advance) in writing to the Superintendent for personal business matters, and household or family matters. Personal days are not intended to be used for vacation days. These three (3) days, if not used, can be accumulated as unused sick days. The superintendent or Assistant Superintendent shall have authority to grant additional personal day(s) at their discretion only in highly unusual situations. Any requests for further personal leave must be addressed to the School Committee in writing for its consideration. Personal days may be taken in half day increments.
2. In case of emergency, personal days may be requested after the fact.
3. If two (2) days are used for the purpose of observing a religious holiday, the teacher shall be granted one (1) additional personal day.

**D. Maternity/Paternity Leave ~**

1. A pregnant teacher, a teacher who is adopting a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically challenged, or a male teacher who is becoming a parent, may elect a short-term (8 weeks of unused sick days) maternity/paternity leave. Said teacher shall provide at least a two (2) week notice prior to the anticipated beginning of the leave.
2. In lieu thereof, a pregnant teacher may elect a long term maternity leave. Said teacher shall provide the Superintendent with a 30-day notice prior to leaving. A teacher electing such leave may return to her teaching duties at the start of school within 15 school months after the birth of her child. A teacher will be considered for early reinstatement according to her ability and experience and the existence of a teaching position for which she is qualified. If the teacher on such leave is actively employed as a teacher by the Committee for more than 90 days of the school year during which the leave is taken, she will be placed on the next step of Salary Schedule on September 1 of her return to active employment. The teacher will retain any previous professional status, retirement and sick leave rights.
3. All language under the federal law, "Family and Medical Leave Act" (FMLA) will be complied with. [FMLA requires employers to provide up to

12 weeks of unpaid leave (female or male) to care for a newborn, adopted or foster child.]

**E. Military Leave Policy**

There is to be no stated policy governing compensation for school employees who are drafted or who enlist in the Armed Services during a National Emergency. Should such an occasion arise, it is felt that all citizens in all lines of employment will be called upon to do their patriotic duty, and the only compensation will be that provided by the Government. It is further felt that school personnel presently in the Reserves of the Armed Services, who have to take their 2 weeks of active training each year, should request that this training be assigned during the summer or vacation periods so as not to interfere with their teaching assignment. In the event such request is denied by the commanding officer, the teacher in question will be paid for such school days missed.

**F. Other Leaves of Absence without Compensation**

Other leaves of absence will not be granted to teachers who are not on professional status. A leave of absence for any reason for those on professional status must be made in writing to the School Committee and approval will be at the discretion of the School Committee, but such leaves shall be granted for more than one (1) year only in special circumstances such as serving in the military, Action Corps, or other public service.

**G. Notification for Sections D and F ~**

For all leaves of absence in Section D and F of this Article, notification must be made to the Superintendent in writing by February 1st whether the individual will return the following September. If there is no notification by that date, except for good cause as determined by the Sick Leave Bank Committee (See Article Twenty Six re: who is on the Sick Leave Bank Committee), it will be assumed that the person will not return. The Committee shall prepare budget and staffing plans based on the assumption that the person will no longer be employed.

**ARTICLE 11 ~ SABBATICAL LEAVE FOR TEACHERS**

- A. Sabbatical Leave for one school year or for a half year will be available after seven (7) consecutive years of service in Woburn for advanced study beyond the Bachelor Degree as approved by the Superintendent. Applications must be submitted to the Superintendent no later than April 1st of the school year prior to that in which the leave is sought.

The Committee will make its decision on these applications after May 1st, unless the applicant requests earlier action thereon due to application deadline established by the institution of higher learning or sponsoring agency. Not more

than three teachers may take advantage of this in any one school year.

- B. The Superintendent shall make his recommendations according to the guidelines adopted by the Committee on May 1, 1974.
- C. Successful applicants will be paid at the rate of half pay for a full year or at the rate of full pay for a half year provided that the amount when compiled with any scholarship, grant or aid shall not exceed the rate of salary to which they would have been entitled.
- D. Before beginning a Sabbatical Leave a teacher shall agree in writing to return to active service in Woburn Schools for a period of at least two (2) school years following the expiration of the Sabbatical Leave period. A teacher who does not fulfill this agreement shall repay to the city the amount of salary received during the Sabbatical Leave provided, however, that the teacher shall be released from such payment if their failure to serve the two (2) years is due to their illness, disability or death.
- E. E. A teacher returning from Sabbatical Leave shall be placed on the step of salary schedule they would have attained had they remained in the school system, and shall be eligible for insurance benefits according to the City Policy while on leave. No teacher may reapply for a second Sabbatical Leave unless they have completed seven (7) consecutive years since their last leave.

#### **ARTICLE 12 ~ PROFESSIONAL & EDUCATIONAL DEVELOPMENT**

- A. The Committee will pay the cost of in-service courses sponsored by the Committee that teachers are required to take.
- B. The Committee shall consider paying the expenses including fees, meals, lodging and/or transportation incurred by teachers whom the Committee has approved in advance to attend workshops, seminars, conferences or other professional improvement sessions.
- C. Visiting Days ~ The Superintendent may give permission to teachers to visit schools or to attend educational conventions and conferences when in their judgment the best interest of the schools will be advanced thereby, and they may request from teachers a report of their observations. Not more than two regular visiting days per teacher may be granted in any one-year.
- D. Any teacher awarded an educational grant or institute, which requires that he or she leave before the end of the school year, may be compensated up to a maximum of three (3) days upon recommendation of the Superintendent.
- E. The Administration will honor any written assignment of a voucher by a cooperating teacher to another teacher, or by a cooperating teacher to the W.T.A. and, then by the W.T.A. in turn to another teacher.



### **ARTICLE 13 ~ TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss and sign such report with their supervisor.
- B. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany them during such review.
- C. In case of any complaints regarding a professional staff member made to any official of the School Department, the complaint shall be referred to the staff member's immediate superior. That staff member shall be notified promptly and discretely of the complaint.
- D. Within the framework of the evaluation procedure and the criteria established by the Committee, including those contained herein, no teacher shall be denied employment, disciplined, reduced in rank, or denied compensation without due process. The Superintendent will not dismiss or suspend a teacher with professional teacher status from their regular teaching position without just cause.
- E. Nothing will be placed in a teacher's personnel file without the teacher being given a timely copy of the same, with a notation to the effect that the item is being placed in the teacher's personnel file.
- F. The Superintendent and the Woburn Teachers' Association agree that the current evaluation tool may need to be renegotiated during the life of this contract.

### **ARTICLE 14 ~ INSURANCE AND ANNUITY PLAN**

- A. Effective September 1, 1971, the Committee will pay the maximum percentage permitted by City Government enactment of the cost of the following types of insurance coverage:
  - 1. A \$5,000 term life insurance plan of the type presently available to teachers.
  - 2. Individual or family coverage, whichever applies in the particular case, for the indemnity plan of the type presently available to teachers, or its

substitute in the future. Payroll deductions authorized by teachers for medical insurance premiums shall be paid with pre-tax dollars via a Section 125 Plan.

NOTE: From 7/1/08 thru 8/31/09 non-indemnity coverage: 87.5/12.5;  
From 7/1/09-8/31/11: 85/15; Indemnity 75/25

3. Any other insurance plans which the City may provide for teachers and/or retired teachers.
4. Changes in Health and Life Insurance, except in instances of a change in family situations, shall be allowed only in June of each school year for the period beginning on July 1st.
5. Teachers may participate in a group dental plan provided that teacher so enrolled pay one hundred percent (100%) of the dental insurance premium. For those enrolled in the group dental plan, payroll deductions authorized by teachers shall be paid with pre-tax dollars via the aforementioned 'Section 125' Plan

NOTE: The 'Sections 125' Plan is available to teachers only for medical and dental insurance premiums paid by teachers.

6. Teachers will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Changes in Tax Sheltered Annuity deductions shall be allowed only in September and January of each school year

#### **ARTICLE 15 ~ TEXTBOOKS**

- A. The Committee will provide sufficient textbooks for proper instruction of each subject in accordance with the approved program or syllabus for the subject or grade.
- B. The Superintendent of Schools shall recommend to the School Committee all textbooks and curriculums used in the schools as prescribed by the General Laws of Massachusetts and shall seriously consider the recommendations of the Curriculum Development and Innovation Committee.
- C. The Curriculum Development and Innovation Committee will submit evaluations and recommendations to the Superintendent prior to his recommendations made in accordance with paragraph 'B' above.

#### **ARTICLE 16 ~ TEACHER FACILITIES**

- A. The Committee will provide the following facilities:
1. Space in each classroom in which teachers may safely store instructional material and supplies.
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
  3. An adequately furnished room to be used as a faculty lounge, and each room shall be equipped with refrigeration and a microwave or an appropriate cooking device.
  4. A serviceable desk and chair for each teacher in their classroom.
  5. A communication system where possible so that teachers can communicate with the main office from their classrooms.
  6. Well-lighted and clean teacher restrooms, adequately supplied with soap and hot water, serviced daily by custodial personnel.
  7. A separate dining area for the use of teachers.
  8. An adequate portion of the parking lot at each school will be reserved for teachers. Every , reasonable attempt will be made to keep the area clean, plowed and sanded where the accumulation of snow would be a hazard.
  9. There shall be adequate teaching supplies in each classroom and subject to requisition by the teacher to the principal.
  10. There shall be a mailbox for teachers located in the building to which the teacher is assigned his/her permanent station.

## **ARTICLE 17 ~ GUIDANCE**

### **A. Middle School and High School**

1. There shall be one full-time guidance counselor for every three hundred (300) students enrolled in the secondary schools effective September 2015.
2. All Guidance Counselors shall work the same hours as teachers,. They shall also have a lunch period equal in time to that given to pupils.

3. Each Counselor shall have one free period daily.
4. One Middle School Counselor and one High School Counselor as assigned by the Director and Assistant Director shall return to work one week before the reopening of school each year and shall be paid for the week involved.
5. At the close of school each June, all Counselors shall continue until their regular work is completed and certified in writing by the Director of Guidance to the Superintendent of Schools. The number of days, however, shall not exceed one week.
6. The School Committee shall consider full compensation for expenses incurred while counselors are visiting schools, colleges, career conferences, conventions and industrial plants. Outside visits involving compensation for expenses shall be presented to the School Committee in advance for consideration by the School Committee.

**B. Elementary Schools**

1. The Committee will make every reasonable effort to provide adequate guidance staffing to meet the counseling needs of students. In order to accomplish this, it is further agreed that elementary counselors will have a workable caseload.
2. There shall be one full-time school adjustment/guidance counselor for every 600 students enrolled in the elementary schools, with no less than one counselor/BCBA for each school.

**ARTICLE 18 ~ ACADEMIC FREEDOM**

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher (provided such activities do not take place during his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**ARTICLE 19 ~ SICK LEAVE BUY BACK**

- A. In recognition of dedicated service to the children of Woburn, any teacher covered by this Agreement who has taught twenty (20) or more years in the

Woburn School System may obtain an incentive payment for their final year of teaching by following this established procedure.

- B. Eligible teachers who desire to participate in this program will notify the Superintendent by October 1st preceding the date of retirement or resignation. If such notice is submitted in writing by October 1st, then at the time of retirement all accumulated sick leave shall be eliminated from their record and in lieu thereof the teacher will be paid an incentive payment for school year 2010-2011, and for the life of this contract, \$80 per day at a maximum of 152 days. In the event it is necessary for a teacher to retire earlier than they anticipated for health reasons as documented by a physician, the October 1st filing date shall be waived. The payment of these monies will be made either at the end of the then current fiscal year or at the start of the next fiscal year, at the option of the School Committee. If the individual's date of retirement is after July 1st, then the individual will have the option of receiving this payment after the following January 1st for tax purposes. Once an individual submits a notice of retirement, and the Committee has formally accepted the retirement, a withdrawal of such notice shall not be allowed except when it is documented by greatly changed circumstances.
- C. A teacher who is laid off or teachers whose position is eliminated and who elect to retire under the provisions of the Massachusetts Teachers Retirement Act shall be paid the same benefits in a lump sum on the last payday upon prior notice to the Superintendent.
- D. In the event of the death of a teacher currently employed in the Woburn School System, whether or not they have twenty or more years of service in the Woburn School System and whether or not they have applied pursuant to Section B above, their estate shall be paid an amount of sick leave buy back consistent with paragraph B above.
- E. The provisions and benefits shall not apply to any employee in the bargaining unit discharged by the School Committee for disciplinary reasons.
- F. **403(b) Plan** ~ Effective September 1, 2001, the Committee and the Association shall establish a 403(b) plan for bargaining unit members according to the following terms and conditions:
  - 1. In lieu of the Sick Leave Buy Back set forth in this Article, newly hired teachers commencing with the 2001-02 school year shall be in this plan.
  - 2. At the end of each school year, but no later than July 15 thereafter, the Committee shall place \$375 into this plan for each participant.
  - 3. To the extent permitted by law, any participant in this plan may designate annually an amount to be contributed to their account in this

plan via payroll deduction (before taxes), said amount not to exceed that established by federal law and/or tax code.

4. After seven (7) sick days, a \$25.00/day reduction in the amount placed in the 403(b) will begin. If a teacher is out nine (9) or more consecutive days and has the appropriate medical form(s) completed, they will not have any deductions taken from their 403(b). Teachers with good attendance may appeal to the Sick Leave Bank Committee.
5. Enrollment in the 403(b) will be open to the entire membership.

#### **ARTICLE 20 ~ PROTECTION**

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of School in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. The provisions of General Laws, Chapter 258 as amended from time to time shall govern the defense and protection of school department employees covered by this Agreement.

#### **ARTICLE 21 ~ PERSONAL INJURY BENEFITS**

The Committee agrees that the provisions of Chapter 152, Section 69, and General Laws of The Commonwealth of Massachusetts providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members if permitted by law.

#### **ARTICLE 22 ~ CLASSES FOR NON-ENGLISH SPEAKERS**

The School Committee recognizes its educational responsibilities toward English Language Learners. Accordingly, the Committee shall abide by the terms and recommendations of the civil rights audit.

#### **ARTICLE 23 ~ CURRICULUM DEVELOPMENT & INNOVATION**

- A. There shall be three- (3) curriculum development and innovation committees in the Woburn Public Schools. There shall be one (1) committee for each level in the system: Preschool/Elementary, Middle school and high school.

- B. The members of each of said committees shall be three (3) administrators to be chosen by the administrative officers of the WTA. The administrators shall not serve for more than two (2) consecutive years, whenever possible. Three (3) teachers are to be chosen by the WTA. Members of the faculty, department heads, supervising principals, coordinators and students at the high school level in related areas of discussion shall be consulted by the members of the Committee.
- C. The recorded report of said committees shall be presented to the School Committee for its consideration and action. The related action taken by the School committee shall be reported to said committees and other school personnel.
- D. These committees shall meet as often as found necessary by the committees.
- E. The function of said committees shall be to recommend the following:
  - 1. Establishment of curriculum innovations.
  - 2. Selection of texts and materials.
  - 3. Revision of existing curriculum.
  - 4. Provisions for adequate supplies and facilities.
  - 5. Cost estimates to implement 1-4 above.

## **ARTICLE 24 ~ PAYROLL DEDUCTIONS**

### **A. Dues Deductions**

- 2. The Committee agrees to deduct from the salaries of its employees dues for the Woburn Teachers' Association, the Massachusetts Teachers' Association and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies with reasonable dispatch to the Treasurer of the Woburn Teachers' Association. Teacher's authorization will be in writing in the form set forth below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby request and authorize the Woburn School Committee to deduct the proper amount of money for membership in the Teachers' Association checked below. I recognize that an amount sufficient to provide for regular payment of the membership dues as certified by each Association will be deducted in twelve (12) equal payments beginning with the first pay day in October, and that this amount of money will be transmitted to the Treasurer of the Woburn Teachers' Association for proper distribution to those organizations in which I desire membership. I understand that such deductions may be discontinued sixty (60) days after giving the Committee and Association writing a notice of my revocation of the authorization. I hereby waive all rights and claim for said monies to be deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability thereof.

**TEACHER ORGANIZATION:**

**Woburn Teachers Association  
Massachusetts Teachers Association  
National Education Association**

Dated: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_

- 3. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.
- 4. Any teacher desiring to have the Committee discontinue deductions they have previously authorized must notify the Committee and the Association concerned in writing sixty- (60) days prior to the effective date of such discontinuance.

**B. Credit Unions**

Any teacher who wishes to participate in payroll deductions for a credit union may choose to deposit said deductions in either the City of Woburn Employees Federal Credit Union or the Massachusetts Teachers Association Credit Union after proper deduction forms have been forwarded to the School Department Business Office.



## ARTICLE 25 ~ CHILDREN'S SERVICES

- A. The Committee and Association recognize that one of the most difficult tasks in education is to assist problem learners to become capable students and productive citizens and that the expenditure of funds alone without careful planning and evaluation is of questionable value in achieving this goal. Accordingly, the Committee shall continue to fund a comprehensive psychological services program. The parties further agree that, to the extent that demonstrable results of value flow from this program or portions thereof, the expansion of this program or portions thereof warrant the very highest priority as far as commitment of available funds for school purposes is concerned. The Committee and Administration will welcome constructive and well- researched suggestions from the Association and/or any teachers (including RSP's and other bargaining unit members) as to possible improvements in the program.
- B. The Committee and the Association recognize that teachers are an integral part in the evaluation of children with special needs. Participation by teachers on the evaluation team is essential. It is therefore agreed that:
1. No teacher will be required to give up a duty-free planning period, duty-free lunch period or recess for participation on an evaluation team, nor shall any other teacher be assigned the supervision of any additional class.
  2. In the event the evaluation team meeting is held outside the regular school day, the teacher will be consulted as to their availability for an evaluation team meeting.  
  
The teacher will be paid on a pro rata basis for participation in such an evaluation team meeting.
  3. Recognizing the important responsibility of a teacher to all children under his or her care, the Association and the Committee agree that teachers shall make every effort to cooperate in the difficult and crucial task of evaluating children with special needs.
- C. Effective September 1, 1998, one afternoon per week (when students will not be assigned to a given special education teacher) shall be allocated to each special education teacher and RSP's for testing, teacher conferences, team meetings and educational plan reviews.

## **ARTICLE 26 ~ SICK LEAVE BANK**

- A. A Sick Leave Bank will be established for use by eligible members of the bargaining unit who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.
- B. Participation in this Bank shall be voluntary. One day per year of a member's sick time shall be added to the sick bank. A member who wishes to "opt-out" of the sick bank must submit an opt-out form to the Sick Bank Committee during the month of September each year. Notwithstanding the above, for bargaining unit members with more than 3 years of service within the bargaining unit, one day will not be deducted until the sick bank falls below 1,000 days. Teachers who opt-out will not be eligible to receive Sick Leave Bank Benefits for that school year.

The current number of days in the sick bank as of the ratification of this contract will be placed in the agreement for historical purposes.

- C. At the end of each school year, the remaining balance shall be reconciled with both the Superintendent's office and the Sick Leave Bank Committee. Unused days in the Sick Leave Bank at the end of the school year shall be carried forward to the Sick Leave Bank for the following school year.
- D. A Sick Leave Bank Committee consisting of three (3) members shall administrate the Sick Leave Bank. Two members will be designated by the Association and 1 member shall be designated by the Superintendent to serve at its pleasure. Award of benefits from the Bank requires a majority vote of the full board.
- E. Any initial grant of sick leave by the board shall not exceed thirty- (30) days. If need continues, reapplication to the board may be made for further extensions up to a maximum of thirty (30) each. No more than a total of one hundred-eighty (180) days may be granted to any teacher for any given illness or injury.
- F. A teacher who has received a grant from the Sick Leave Bank will, upon their return to regular teaching duties, receive five (5) sick leave days from the Bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Bank on the last day of school.
- G. Subject to the provision of this Article, the board shall utilize the following criteria in administering the Bank and determining eligibility and amount of leave:
  - 1. Submission of the School Department Health form(s) as required in Section 2 of Article Ten.

2. History of prior utilization of sick leave.
  3. No sick days will be awarded from the bank for elective procedures that can be deferred.
- H. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.
- I. Should any portion of this Article be found contrary to law, all other portions will continue in effect.

## **ARTICLE 27 ~ REDUCTION IN FORCE**

### **A. General Statement**

If the School Committee should decide to reduce the number of positions, such reductions shall be consistent with the General Laws of the Commonwealth, the Regulations of the Massachusetts Department of Education and the terms of this Agreement.

### **B. Definition**

1. **QUALIFIED** ~ Certified or possessing all requirements of certification by the Massachusetts Department of Education in accordance with MGLA Chapter 71, Section 38G as amended.
2. **PROFESSIONAL STATUS TEACHER** ~ A teacher serving at the discretion of the School committee under MGLA Chapter 71, Section 41, as amended.
3. **DEPARTMENTS** ~ The following shall be considered departments:
  - Preschool-6 GROUP: Elementary Classroom Teachers
  - K-12 GROUP: Art, Library, Music, Physical Education, Special Education, Guidance, RSP's and Chapter One.

**Note:** Elementary guidance counselors henceforth will be placed on the guidance seniority list K-12 Group in the same manner as they were prior to the 1981-82 School Year.

- 7-12 GROUP: Business Education, English, Foreign Language, Health, Home Economics, Industrial Arts, Math, Science and

Social Studies.

**Note:** In order for a teacher with a K-8 certification who has a 7th and/or 8th grade assignment to be placed on a seniority list in a department in the 7-12 group above, such teacher must already be certified or must become certified for the 7-12 department in which they are teaching.

### C. Reduction Procedures

1. To the extent deemed fiscally responsible to the Committee normal attrition will be used to accomplish any reduction in force, that is, teachers who resign will not, except where necessary, be replaced by teachers new to the System.
2. Reduction in force for all professional status professional staff shall be by inverse seniority within departments subject to qualifications as defined in Section B2 above, except in unusual circumstances, including but not limited to possessing the training and/or experience necessary for the position involved. In making such an exception, the Committee shall give due weight to length of service, professional training, quality of teacher performance, prior evaluation, experience within a given discipline and the needs of the school, and shall act reasonably.
3. A professional status teacher reduced pursuant to Section C2 above shall be able to cross departmental lines to replace a less senior teacher for whose position they are qualified pursuant to Section B2 if:
  - (a) The less senior teacher does not have professional status pursuant to applicable law, or
  - (b) The more senior teacher has taught a majority of their assignment for at least one year in the preceding five (5) years in the department into which they are moving, or
  - (c) The more senior teacher possesses superior training and experience to fill the position of the less senior teacher.
4. Reductions in staff will be effective as of the first day of any teacher work year except in cases of emergency. Staff to be reduced shall be notified by May 15 preceding the effective date of the reduction except in case of unforeseen circumstances.
5. Teachers reduced from staff shall be given preference on the substitute list in areas for which they are qualified, if they desire and so indicate in

writing, subject to the established policy on substitutes.

6. Professional status teachers affected by a layoff will have the right to recall for positions for which they are qualified as defined in Section B2 above. The order of recall shall be established on the basis of the same considerations, as set forth in Section C2 above, used to establish the order of the layoffs for purpose of recall for the next school year. The seniority lists shall be frozen as of the first Thursday in June or the date of layoff, whichever is later. The right to recall will apply to all open and available vacancies which would allow the teacher to actually begin work within a four-year period beginning the first teacher work day in September of the year in which the layoff takes effect. In order to maintain eligibility for recall for any vacancy that might arise during the balance of the school year or for the ensuing school year, a teacher on layoff shall notify the Superintendent via registered mail between January 1st and March 1st. If a position opens, the Superintendent shall send notification via registered mail to the last known address of the teacher. The teacher shall have 14 calendar days in which to say "yes". If the laid-off teacher answers "no" or if there is no response within said 14 days, the Superintendent shall go to the next teacher on the list, whereupon these notification procedures shall apply. Teachers recalled to a vacant position in Unit A after the second Friday of the school year are to remain in the position to which recalled for the remainder of the school year.
7. A new teacher will not be hired for a position a teacher on recall or about to be put on recall status is qualified to fill.
8. All benefits that existed at the time of layoff will be restored to a recalled teacher effective at the time of recall.
9. (a) The notice specified in Section C4 shall be treated as the notice required by G.L. c.71 Section 42.  
  
(b) As a result of the notice specified in paragraph 1 above, and in order best to protect her or his rights under G.L. c.150 Section E., a professional status teacher's recall rights under this Article of the Agreement are contingent on the professional status teacher's signing a written waiver by June 1st of their statutory hearing rights under G.L. c.71 Section 42 and their statutory appeal rights under Chapter 71, Section 43A. For any teacher signing the waiver as provided above, the Committee shall vote in June "dismissed to effectuate a layoff, including recall rights under Article 27 of the collective bargaining agreement as amended, said dismissed to be effective at the end of the recall period unless earlier recalled," for a professional status teacher

not signing timely the waiver, the Committee shall vote "dismissed effective at the end of the current school year" (with no attendant layoff recall rights under the Agreement). Signing such a waiver does not prevent an employee from grieving the method of selection of layoff under this Article. In the event of recall, the initially signed waiver is null and void for any subsequent termination of employment. A waiver is attached hereto (Appendix A).

- (c) The dismissal vote to effectuate a layoff (as specified in paragraph 2 above) shall be treated as a vote to place the laid off teacher on an involuntary leave of absence without pay from the day after the last workday through the end of the recall period (unless earlier recalled) as specified in paragraph 2 of Section C6 of this Article of the Agreement, during which involuntary leave of absence the laid off teacher shall retain their professional status to the extent permitted by law and all applicable rights under the Agreement. Such teacher shall be eligible to remain in the group health insurance plan to the extent the law permits by paying the full monthly premium to the city. It is the intent of the Committee that the teachers who are placed on involuntary leave of absence status shall be eligible for unemployment compensation to the extent permitted by law.
- (d) If any provision or application of this Amendment to the Agreement shall be found contrary to law, statute, or valid regulation, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect and the parties specifically further agree then to take all steps within their legal power to effectuate to the maximum extent possible in a legally permissible manner the object(s) and purpose(s) of this Agreement as set forth below:
  - 1. To provide professional status teachers who are laid off with professional status or professional status-like long term job security protections during their recall period, and professional status after any recall.
  - 2. To permit professional status teachers to be covered by applicable collective bargaining Agreement provisions during their recall period.
  - 3. To effectuate a layoff process that will minimize if not avoid the uncertainty and resulting educational disruption to student so changing teachers during the school year

and minimize if not avoid any back pay costs during a difficult financial year that might otherwise arise out of a court determination that the School Committee misinterpreted or misapplied any right or obligation or any other aspect of G.L. c.71, Section 42 or any other professional status law provisions.

**APPENDIX A  
Waiver**

I, \_\_\_\_\_ understand that I am being laid off by the Woburn School Committee.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining Agreement, as attended, between the Committee and the Woburn Teachers Association and during which I retain statutory professional status rights to the extent permitted by law. I understand also that from the beginning of my involuntary unpaid leave of absence I am eligible for unemployment compensation to the extent permitted by law.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under G.L.c.71, Section 42 and my statutory appeal rights under G.L.c.71, Section 43A in order to protect my contractual rights under G.L.C.150E.

In the event of my recall this release is null and void for any subsequent termination of employment.

This waiver consists of the above plus all of the provisions including paragraph (d) of the attached agreement between the Woburn School Committee and the Woburn Teachers Association which I have read and which I agree are binding on me as well as on the School Committee and Teachers Association.

**Employee**

**Date**

**ARTICLE 28 ~ GENERAL**

- A. The School Committee and the Association agree that no party to this Agreement shall be subjected to any reprisals or encumbrances in any form, because of the events occurring between March 31, 1970 and April 3, 1970, involving the alleged work stoppage occurring in the Woburn School System.

- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline with respect to the professional employment of such teacher.
- C. Full performance of school year ~ All teachers covered by this Agreement agree to work (except for excused absences) and the Committee agrees to pay for a minimum of work days as follows:

2018-2019	182 ½ days
2019-2020	182 ½ days
2020-2021	182 ½ days

The Committee agrees that the compensation of each teacher for such 181,182 and 182 1/2 days shall be the total annual salary to which each teacher was entitled in accordance with their placement on the salary schedule effective in the Woburn School System for the 2018-2019, 2019-2020, 2020-2021 school years.

- D. The professional employees of the Woburn Public Schools shall receive the salaries as hereafter provided under Appendix A-1, A-2 and A-3.
- E. The Committee and the W.T.A. shall each share the financial responsibility, in a manner described in this paragraph, for printing copies of this Agreement in booklet form within thirty (30) days of final signing of this Agreement. The Committee and the Association shall each order and pay for the printing of whatever number of copies it desires.
- F. There shall be no reprisals of any kind taken against any teacher by reason of their membership or non- membership in the Association or participation or non-participation in its lawful activities.
- G. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, statute or valid regulation then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- H. It is understood that no member of the bargaining unit shall be compensated with compensatory time.
- I. Licensure reimbursement for license(s) used for teaching assignment – each year 20% of the staff shall receive a reimbursement of \$100.



## **ARTICLE 29 ~ SCHOOL COMMITTEE RIGHTS**

Subject to the provision of this Agreement or any supplement thereto, the Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the public schools and their professional staff under governing law, ordinance rules and regulation. In all matters under this Agreement calling for exercise of judgment or discretion on the part of the committee, the decision of the Committee shall be final and binding if made in good faith i.e. not arbitrarily, capriciously or without rational basis in fact except where some other standard of grievability or arbitrability is set forth in this Agreement.

## **ARTICLE 30~ COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

Subject to the provisions of this contract (and except as otherwise provided) the wages, hours, and other conditions of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable for the duration of the contract.

## **ARTICLE 32 ~ EARLY RETIREMENT INCENTIVE**

- A. In recognition of dedicated service to the children of Woburn, any teacher covered by this Agreement who has taught for 20 or more years in the Woburn School System may obtain an incentive payment for their final year of teaching by following this established procedure.
- B. Eligible teachers who desire to participate in this program will notify the superintendent by October 1 of the year of retirement of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act. If such notice is submitted by October 1, then the Teacher (or their estate in the event of death) shall receive the incentive payment of \$6,750. The incentive payment will be made after the effective date of retirement.
- C. In lieu of the above plan, a teacher who will have retired at age 62 or earlier and who provides sufficient early written notice to the superintendent as to the school year at the end of which they intend to retire (under the provisions of the Massachusetts Teachers Retirement Act) will receive a deferred payment of \$2,750 for each of the last three years of teaching. Thus, the teacher who provides notice by October 1 of his/her third -to -last year of teaching shall receive a deferred lump sum incentive payment of \$8,250 payable to the teacher (or to his/her estate in the event of death) after the effective date of retirement.

- D. The payment of these monies under Section B and C above will be made either at the end of the then current fiscal year or at the start of the next fiscal year, at the option of the School Committee. If the individual's date of retirement is after July 1, then the individual will have the option of receiving this payment after the following January 1 for tax purposes. Once an individual submits a notice of retirement, and the Committee has formally accepted the retirement, a withdrawal of such notice shall not be allowed except when it is document by greatly changed circumstances.

### **ARTICLE 33 ~ MIDDLE SCHOOL**

- A. Although teachers shall give input as to who will be on a team, the final decision is that of the principal. Sixth grade teams generally will be made up of two teachers, along with specialists as "satellite" members; seventh and eighth grade teams will be made up of five (5) teachers, along with specialists as "satellite" members.
- B. Special area teachers and guidance counselors in the middle school shall be assigned to a team. As team members, they shall have all of the responsibilities of a team member.
- C. A guidance counselor will meet with the students individually, or in small groups, or in large groups as indicated by the principal.
- D. Middle school teachers shall participate in in- service training at the middle schools on one of the two afternoons they are required to remain after school, whenever such training is made available.
- E. Middle school teachers shall regularly review and evaluate all programs.
- F. Teams shall complete term reports in a form designated by the principal.
- G. Sixth grade teachers will teach sixth grade students, while seventh and eighth grade teachers will teach seventh and eighth grade students respectively, except that teachers in special subject areas (i.e. subjects other than the "core" academic subjects) may be used throughout the school consistent with their certification and with Department of Education regulations. Included in this exception are teachers from the 7-12 Group teaching sixth grade middle school special subjects (as distinct from "core" academic subjects) of, but not limited to, home economics, industrial arts, foreign language, health, math (computer only), and social studies (Geography).
- H. The "interest" period, for which the time will be scheduled by the principal, will be a common period school-wide for all students or will be a common period

school-wide for all students in the various grade levels.

- I. There will be a homeroom period scheduled into each day. The homeroom teacher acting as advisor in an advisor/advisee relationship with students shall be at the discretion of the teacher.

#### **ARTICLE 34 ~ TUITION REIMBURSEMENT**

1. Tuition reimbursement line item will be increased from \$25,000 to \$50,000. Teachers shall be eligible for up to \$1000 per course for a maximum of 3 courses per year.

Teachers interested in reimbursement for tuition must submit completed forms by May 1st of each year (including application for reimbursement form, proof of payment and a copy of your final grade). If a course is taken for college credit, the grade received must be a B or better.

The Course or workshop must be in the area of certification in which the teacher is currently working and certified, or in an area where the teacher plans a class/grade movement in a future year. A committee composed of the Assistant Superintendent for Curriculum, two teachers appointed by the WTA and two administrators will review the applicants and determine the amount of reimbursement each shall receive. The decision of the committee will be final.

The money will be distributed each year by the following criteria:

1. The total amount that is available that year
2. The number of applicants that submit completed forms

The amount of reimbursement received by an individual applicant will be based on the amount of money they have spent. Funds must be directed toward tuition payment rather than related expenses.

#### **ARTICLE 35 ~ PROFESSIONAL PRACTICE/DEVELOPMENT**

Money provided by the State of Massachusetts for the City of Woburn for Professional Development will be used for Professional Development courses.

A Committee composed of the Assistant Superintendent for Curriculum, three (3) teachers appoint by the WTA, one(l) School Committee member and one (1) administrator, will review professional development opportunities proposed by the administration, working towards ensuring that all levels and subject areas are

communicated with and aware of the opportunities. The Committee will meet at least twice each year, once in November for opportunities offered after January and once in May for opportunities offered for the following year. The Superintendent (or his designee) will have final approval.

A joint Professional Practice Committee, consisting of up to six members appointed by the School Committee and up to six members appointed by the Woburn Teachers Association will convene on a monthly basis, after school hours, to address matters of mutual concern. This committee will be empowered to make recommendations to the School Committee regarding the establishment of budget priorities; however, the School Committee shall retain final authority over the budget in accordance with the law. This committee will also attempt to resolve contract interpretation issues in a timely way; however, the contractual grievance process will remain in full force.

Both sides will contribute to the agenda for these meetings, which will be established three days in advance of the monthly meeting. This committee will develop summary minutes of these meetings that will be distributed to School Committee members at public meetings.

## **ARTICLE 36 ~ HEALTH INSURANCE**

1.     YEAR 1 (18/19):     0% Increase  
       YEAR 2 (19/20):     0% Increase  
       YEAR 3 (20/21):     0% Increase
  
- 2A.    There will be no implementation of plan design changes prior to September 1, 2018 unless agreed to by the City and the affected unions.
  
- 2B.    The city will pay \$1500/year for eligible active employees who opt out of an individual health plan and \$3000/year for eligible employees who opt out of a family plan, as long as such employees have been covered on City health insurance plan for the previous 24 consecutive months, and are not eligible for health insurance coverage, at any time, through another city of Woburn employee. Employees who opt out of City's health insurance plans cannot re-enroll for at least 12 months unless a qualifying event occurs

### **Currently**

Office visit \$20  
ER visit \$75  
Mail-in RX \$20/\$40

## ARTICLE 37 "Withdrawal of Unfair Labor Charge

The Woburn Teachers Association agrees to withdraw Unfair Labor Practice charges filed against the City of Woburn School Committee (MUP-06-4786) and the City of Woburn (MUP-06-4785).

### APPENDIX B-I

2018-2021

#### Group One ~ Athletics

Step 1	Step 2	Step 3
<b>Football</b>		
Head		
9,838	10,872	11,903
Assistant		
5,606	6,002	6,396
Freshmen		
4,421	4,819	5,210
<b>Baseball/Softball</b>		
Head		
6,197	6,594	6,989
Assistant		
4,225	4,618	5,013
Freshmen		
3,828	4,225	4,618

**Basketball Girls/Boys**

Head

6,197	6,594	6,989
-------	-------	-------

Assistant

4,225	4,618	5,013
-------	-------	-------

Freshmen

3,828	4,225	4,618
-------	-------	-------

**Cheerleaders**

3,040	3,436	3,828
-------	-------	-------

**Cross Country**

Head

3,954	4,252	4,541
-------	-------	-------

**Golf**

Head

3,954	4,252	4,541
-------	-------	-------

**Hockey**

Head

6,197	6,594	6,989
-------	-------	-------

Assistant

4,225	4,618	5,013
-------	-------	-------

Freshmen

3,828	4,225	4,618
-------	-------	-------

**Swimming**

Head

4,576	5,162	5,745
-------	-------	-------

**Tennis Girls/Boys**

Head

3,954	4,252	4,541
-------	-------	-------

**Equipment Mgr.**

4,618	5,013	5,409
-------	-------	-------

**FACULTY MGR**

5,209	5,606	6,002
-------	-------	-------

As Longevity payment, the coaching salary for a given position will be increased by the following percentages according to the number of years that particular individual has coached in the Woburn School System.

- 10 years - 5%
- 15 years - 6%
- 20 years - 7%
- 25 years - 8%
- 30 years - 9%

No coach shall be allowed to be head coach more than 30 consecutive seasons for one team. Any coach that wishes to continue coaching may petition the School Committee with the signed approval of the Athletic Director and High School Principal to waive the 30 year provision.

NOTE: No member of the bargaining unit shall be eligible to hold more than two (2) of Group 1, 2 or 3 positions during any one school year. This shall not apply to members currently serving in more than two (2) positions. Seniority of teachers within

the System will be one factor in the selection in addition to qualifications and background, but the Committee reserves the right to open the position to applicants outside of the System based upon the salary schedule(s) above.

**Memorandum of Agreement- Athletic Stipends**

*All terms of the herein Memorandum of Agreement shall take effect July 1, 2019 unless otherwise noted.*

**Cost of Living Adjustment**

- All athletic stipends shall be increased each year of this contract by one-half of the agreed to salary increase (i.e. half the annual COLA) for Unit A staff members for the term of this contract.

**Inclusion of unlisted teams**

- Volleyball (Varsity, JV, Freshman) and Gymnastics (JV) will be included in the contract

**Proposed and scheduled step changes in coaches' stipends**

- The following athletics stipends shall be increased retroactively to July 1, 2018.

	Current Contract Steps			<b><i>Proposed Step Changes</i></b>		
	Step 1	Step 2	Step 3	<b><i>Step 1</i></b>	<b><i>Step 2</i></b>	<b><i>Step 3</i></b>
Varsity Head Coach						
Girls Soccer	4576	5162	5745	<b>6197</b>	<b>6594</b>	<b>6989</b>
Boys Soccer						
Field Hockey	4576	5162	5745	<b>6197</b>	<b>6594</b>	<b>6989</b>
Boys Lacrosse	4576	5162	5745	<b>6197</b>	<b>6594</b>	<b>6989</b>
Girls Lacrosse	4576	5162	5745	<b>6197</b>	<b>6594</b>	<b>6989</b>
Girls Indoor Track	5210	5606	6002	<b>6197</b>	<b>6594</b>	<b>6989</b>
Boys Indoor Track	5210	5606	6002	<b>6197</b>	<b>6594</b>	<b>6989</b>
Girls Outdoor Track	5210	5606	6002	<b>6197</b>	<b>6594</b>	<b>6989</b>
Boys Outdoor Track	5210	5606	6002	<b>6197</b>	<b>6594</b>	<b>6989</b>
Volleyball	4576	5162	5745	<b>6197</b>	<b>6594</b>	<b>6989</b>
Wrestling	5210	5606	6002	<b>6197</b>	<b>6594</b>	<b>6989</b>
Gymnastics	4421	4819	5210	<b>6197</b>	<b>6594</b>	<b>6989</b>
Football						
Baseball						
Softball						
Girls Basketball						
Boys Basketball						
Cheerleaders						
Cross Country						
Golf						
Boys Ice Hockey						
Girls Ice Hockey						
Swimming						
Boys Tennis						
Girls Tennis						



Increased 7/1/2019	Current Contract Steps			<i>Proposed Step Changes</i>		
	Step 1	Step 2	Step 3	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
JV Coach				<b>4225</b>	<b>4618</b>	<b>5013</b>
Boys Soccer	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Girls Soccer	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Field Hockey	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Boys Lacrosse	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Girls Lacrosse	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Girls Indoor Track	3436	3828	4225	<b>4225</b>	<b>4618</b>	<b>5013</b>
Boys Indoor Track	3436	3828	4225	<b>4225</b>	<b>4618</b>	<b>5013</b>
Girls Outdoor Track	3436	3828	4225	<b>4225</b>	<b>4618</b>	<b>5013</b>
Boys Outdoor Track	3436	3828	4225	<b>4225</b>	<b>4618</b>	<b>5013</b>
Volleyball	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>
Wrestling	3436	3828	4225	<b>4225</b>	<b>4618</b>	<b>5013</b>
Gymnastics	3403	3704	3989	<b>4225</b>	<b>4618</b>	<b>5013</b>

- The following athletic stipends shall be increased as of July 1, 2020:

Increased 7/1/2020	Current Contract Steps			<i>Proposed Step Changes</i>		
	Step 1	Step 2	Step 3	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Freshman Coach				<b>3828</b>	<b>4225</b>	<b>4618</b>
Boys Soccer	3040	3436	3828	<b>3828</b>	<b>4225</b>	<b>4618</b>
Girls Soccer	3040	3436	3828	<b>3828</b>	<b>4225</b>	<b>4618</b>
Field Hockey	3040	3436	3828	<b>3828</b>	<b>4225</b>	<b>4618</b>
Volleyball	3040	3436	3828	<b>3828</b>	<b>4225</b>	<b>4618</b>

## **Group 2 ~ Other Extra Curricular Activities**

Art, Library and Music ~ Elementary Supervisors ~ each	2,329
Audio/Visual Directors (3)	1,380
Band Director ~ High School	4,751
Assistant Band Director High School	2,778
Band and Orchestra Director ~ Middle School	1,994
Class Advisors ~ High School (4)	2,298
Class book Advisors ~ Middle School (2)	1,380
Concert Choir/Glee Club/Black &. Orange Revue~ Director-High School	5,364
Drama Coach - High School	2,298
Drama and Vocal Music Director - Middle School	1,832
Evening School Director	11,417
Honor Society Advisors~ High School	1,519
Honor Society^ Middle School (2)	404
Key Club Advisor - High School	1,534
Interact Advisor ~ High School	1,534
Leo Club Advisor ~ High School	1,534
Mathematics Team Coaches (3)	1,534
*Mentor Coordinator (2) shared	3,500
Mentors Year 1 600 Year 2 300 Year 3	150
Newspaper/Magazine & Tanner Vision Advisor- High School	1,380

Peer Mediation & SADD Advisors	3, 673
Play Director - High School	2,298
Science Fair Coordinators - Middle School (2)	461
Science Team Coaches (3)	1,380
Special Education Coordinator	5,200
Spectrum Club - High School	1,474
Student Council Advisors High School	2,298
Middle School	1,149
Team Evaluation Coordinator Middle &Elementary (3) total	3,500
Team Evaluation Chairperson (co-coordinator)	5,200
Yearbook Advisors - High School (2)~each	4,840

**Group 3 ~ Department Heads and Other Differentials**

7-12 Department Heads	7,285
Assistant Department Heads	3,641
Building Assistant	1,865

**NOTE:** The Committee reserves the right to redefine and/or restructure the above positions as a consequence of its responsibility for establishing educational policy.

**Hourly-rate Work:**

Tutoring & Summer School \$38.00

◆Mentor Coordinator and Mentor monies are subject, on a yearly basis, to funding availability.

## ARTICLE 38 ~ DURATION

- A. This Agreement shall become effective as of September 1, 2018 and shall remain in full force and effect until August 31, 2021 and from year to year thereafter unless either party notifies the other prior to any October 15<sup>th</sup> thereafter of its desire to terminate or modify the Agreement.
- B. Negotiations for any school year shall commence by October 15<sup>th</sup> of the prior calendar year.

## ARTICLE 39 ~ SCHOOL CALENDAR

The first day for teachers will be as follows:

2018-2019, September 4<sup>th</sup>

2019-2020, September 3<sup>rd</sup>

2020-2021, September 8<sup>th</sup>

Notification will be sent electronically

### SIGNATURES

The signatures below of the representatives of the Association and of the members of the Committee indicate that the parties have duly ratified this Agreement with Appendices to be in effect from September 1, 2018 to August 31, 2021.

### **Signed on this March 25, 2019**

On behalf of the Committee:

Patricia Chisholm	Ellen Crowley
Christopher Kisiel	Joe Demers
Rick Metters	
Michael Mulrenan	
John Wells	

### **For the Association:**

Co-Presidents: Barbara Locke and Joseph Curren

Kim Day	Kara Dattilo
Nancy Hubbard	Bethany Newman
Brian MacDonald	Steve Oxx
Eric Shukan	

**Appendix A-1  
Teacher's Salary Schedule**

<b>2018-2019</b>		<b>2.00%</b>						
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	47,071	47,660	48,444	50,452	52,461	54,225	55,990	57,753
2	49,822	50,520	51,449	53,474	55,500	57,275	59,055	60,833
3	52,571	53,381	54,454	56,495	58,537	60,330	62,123	63,917
4	55,323	56,242	57,460	59,517	61,573	63,382	65,188	66,997
5	58,072	59,101	60,467	62,539	64,733	66,437	68,255	70,078
6	60,825	61,962	63,472	65,564	67,652	69,486	71,321	73,155
7	63,574	64,822	66,474	68,588	70,691	72,542	74,390	76,241
8	66,324	67,682	69,482	71,611	73,729	75,594	77,457	79,322
9	69,076	70,545	72,486	74,632	76,766	78,646	80,526	82,407
10	71,825	73,402	75,494	77,654	79,805	81,699	83,592	85,487
11	74,579	76,262	78,497	80,676	82,843	84,751	86,659	88,566
12	77,330	79,123	81,503	83,699	85,882	87,805	89,726	91,650
13	80,102	82,007	84,533	86,748	88,944	90,883	92,820	94,758

<b>2019-2020</b>		<b>2.00%</b>						
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	48,012	48,613	49,413	51,461	53,510	55,310	57,110	58,908
2	50,818	51,530	52,478	54,543	56,610	58,421	60,236	62,049
3	53,622	54,448	55,543	57,625	59,708	61,537	63,366	65,196
4	56,429	57,367	58,609	60,707	62,805	64,649	66,492	68,337
5	59,233	60,283	61,676	63,790	66,028	67,765	69,620	71,480
6	62,041	63,201	64,741	66,875	69,005	70,876	72,748	74,619
7	64,845	66,118	67,804	69,960	72,105	73,993	75,877	77,766
8	67,651	69,036	70,872	73,043	75,203	77,106	79,006	80,909
9	70,458	71,956	73,936	76,125	78,302	80,219	82,136	84,055
10	73,262	74,870	77,004	79,207	81,401	83,333	85,264	87,197
11	76,071	77,788	80,067	82,289	84,500	86,446	88,392	90,337
12	78,877	80,706	83,133	85,373	87,600	89,561	91,521	93,483
13	81,704	83,647	86,223	88,483	90,723	92,701	94,676	96,653

<b>2020-2021</b>		<b>2.00%</b>						
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	48,973	49,585	50,401	52,491	54,580	56,416	58,252	60,087
2	51,835	52,561	53,527	55,634	57,742	59,589	61,441	63,290
3	54,695	55,537	56,654	58,777	60,902	62,767	64,633	66,500
4	57,558	58,514	59,781	61,921	64,061	65,942	67,822	69,703
5	60,418	61,489	62,909	65,066	67,349	69,121	71,013	72,909
6	63,282	64,465	66,036	68,212	70,385	72,294	74,203	76,111
7	66,142	67,441	69,160	71,359	73,547	75,473	77,395	79,321
8	69,004	70,416	72,289	74,504	76,707	78,648	80,586	82,527
9	71,867	73,395	75,415	77,648	79,868	81,823	83,779	85,736
10	74,727	76,368	78,544	80,791	83,029	85,000	86,969	88,941
11	77,592	79,343	81,668	83,935	86,190	88,175	90,160	92,144
12	80,454	82,320	84,796	87,081	89,352	91,352	93,351	95,353
13	83,338	85,320	87,948	90,253	92,537	94,555	96,570	98,586

**Service Increments/Longevity**

Starting 16th year, 1% on the base annually and 1% additional on base annually every (4) years thereafter.

Teachers who received a service increment on September 1st, 2006 will be eligible for their next change on September 1, 2010.

For employees hired after July 1, 1995, service increments will be awarded only on the basis of years of service in the Woburn School Department.

**CONTRACT BETWEEN THE  
WOBURN TEACHERS  
ASSOCIATION, NURSE UNIT  
AND THE  
WOBURN SCHOOL COMMITTEE**

**SEPTEMBER 1, 2018 -  
AUGUST 31, 2021**

## **COLLECTIVE BARGAINING CONTRACT**

Pursuant to the provisions of Section 1781 of Chapter 149 of the General Laws of Massachusetts, THIS CONTRACT IS MADE THIS 14th DAY OF June, 2016, by the SCHOOL COMMITTEE OF THE CITY OF WOBURN, MASSACHUSETTS, (hereinafter sometimes referred to as the Committee) and the WOBURN TEACHERS ASSOCIATION NURSES UNIT (hereinafter sometimes referred to as the Association).

### **SCOPE**

For the purposes of collective bargaining on questions of wages, hours and conditions of employment, the Woburn School Committee recognizes the Woburn Teachers Association as the exclusive bargaining agent of the Woburn School Nurses.

### **PREAMBLE**

Recognizing that our prime purpose is to provide for the children of Woburn the best possible health care and that good morale within the nursing staff of Woburn is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Woburn, Massachusetts, has final responsibility for establishing the educational/health policies of the public schools of Woburn, Massachusetts.
- B. The Superintendent of Schools of Woburn, Massachusetts (hereinafter sometimes referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The nursing staff of the public schools of Woburn has responsibility for providing the best possible health care for the children.
- D. Fulfillment of these respective responsibilities may be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the Nursing Staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the nursing staff, and so,
- E. To give effect to these declarations, the following are hereby adopted:



## **PROCEDURES**

The School Committee of Woburn, Massachusetts and the Woburn Teachers Association, Nurses Unit, do hereby agree that the following procedures should be adhered to in regard to communication between the two groups.

### **MEETINGS**

The participating parties will meet upon the written request of any of them provided the request contains a specific reason for the meeting. The agenda for the meeting will be prepared by the Secretary of the School Committee and will specify the specific items or matters to be discussed by the participating parties. The agenda for any meeting is to be mailed three (3) days in advance of the date set for the meeting to each of the parties concerned.

### **DIRECTING REQUESTS**

The Association normally will make its request directly to the Superintendent or his representative. The Superintendent, the School Committee or their representative will make their request known to the President of the Association. Parties will agree to a mutually convenient meeting date within a reasonable period of time.

### **EXCHANGE OF FACTS. VIEWS**

Facts, opinions, proposals, and counter proposals will be freely exchanged in good faith during the meeting or meetings, and between meetings, if advisable.

### **REQUESTS FOR ASSISTANCE**

The participants may call upon competent professional and lay representatives to participate in the discussion and to make suggestions.

## **ARTICLE 1 ~ GRIEVANCE PROCEDURE**

### **A. PURPOSE**

The purpose of this procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that this procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved and that nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.

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

## B. LEVELS

### LEVEL ONE:

A nurse with a grievance will first discuss it with his/ her principal or immediate supervisor, either directly or through the Association's faculty representative with the objective of resolving the matter informally.

### LEVEL TWO:

If the grievance is not settled within five (5) school days after said discussion at Level One, it may within five (5) school days thereafter be referred in writing to the Superintendent, said written statement to include pertinent facts and information relating to alleged grievance. The Superintendent within five (5) school days after receipt of the written grievance shall meet with the aggrieved nurse and representative of the Association in an effort to resolve the matter.

### LEVEL THREE:

If the grievance is not settled within five (5) school days after said meeting with the Superintendent at Level Two, it may be submitted in writing to the Committee within five (5) days thereafter. The Committee within ten (10) school days after receipt of this written grievance shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter.

### LEVEL FOUR:

If the grievance still is unresolved at the end of five (5) school days next following said meeting with the Committee at Level Three, the Association may within fifteen (15) school days after said meeting with the Committee at Level Three submit the grievance to the American Arbitration Association for arbitration pursuant to its labor relation rules.

The Arbitrator shall be without power or authority to make any decisions either prohibited by law or to add to, alter, or modify this Agreement. The decision of the Arbitrator shall be in writing and shall set forth his findings of fact, reasoning, and conclusions of the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties if found to be within the law and not inconsistent with the terms of this Agreement. The expenses of such arbitration shall be shared equally by the Committee and the Association. By mutual agreement the parties may submit more than one (1) pending grievance to the same arbitrator.

## C. GENERAL PROVISIONS

1. If at the end of fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.

2. If, in the judgment of the Association, a grievance affects a group or class of nurses, the Association may submit any such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two, except when the action grieved against is within the principal's scope of authority, in which event the grievance shall commence at Level One.
3. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons and will be transmitted promptly to all parties in interest and the Association.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.
5. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or any officer of any teacher organization, other than the Association and its affiliates. When a nurse is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure

Any grievance not resolved by the end of school in June will be processed as though school were in session in the summer, each summer work day to be counted as though it were a school day for the purposes of proceeding through the Levels.

The parties may mutually agree to any extensions of time limits set forth herein.

## **ARTICLE 2 ~ PUPIL - NURSE RATIO**

The City of Woburn recognizes the need for health care of the highest quality in the schools. To this end, the School Committee will make every effort to adhere to the State recommended pupil-nurse ratio of one (1) nurse for every 250-500 students. This Article will not be subject to the grievance procedure.

Any special grouping shall be in accordance with State and Federal Law.

## **ARTICLE 3 ~ WORKING HOURS/YEAR AND WORK DAY**

### **A. WORK DAY**

1. Every nurse shall be in her/his building ten (10) minutes before the start of the school day and will be available for duty after school for ten (10) minutes or longer if an emergency situation arises. On Friday nurses may leave at the close of the school day.

2. Length of school day for children
    - Elementary School**  
6 hours, 15 minutes (8:25 - 2:40)
    - Middle School**  
6 hours, 15 minutes (8:00 - 2:15)
    - High School**  
6 hours, 21 minutes (7:30 - 1:51)
  3. Each nurse shall have a seventy (70) minute duty-free lunch and preparation period daily. During this period nurses shall remain on call for urgent needs requiring immediate attention. In schools where more than one nurse is on duty, lunch periods will be staggered so that a nurse is on duty at all times. The timing of the lunch/preparation times and how coverage will be provided will be decided at the building level by the nurse and building principal.
  4. On days when elementary teachers have released time for meetings, conferences, etc., the nurses shall have this time for group meetings, conferences, home visits, etc. All such activities shall be approved in advance by the Superintendent.
  5. Nurses will attend Back to School Night and parent conferences on dates and times that align with the Woburn Teachers' Association in the school to which they are assigned.
  6. Nurses are expected to follow the regular work schedule as prepared by the Nurse Leader and approved by the Superintendent or his/her designee. If the nurse, in her professional judgment, feels a variance in the schedule on a given day is necessary, she shall inform the building principal involved in the change and will remain on call. It is understood by both parties that such schedule variances are to be used only to handle necessary matters involving the nurse's professional duties and responsibilities, which could not be handled adequately otherwise.
  7. On the first day of school (Tuesday after Labor Day), the nurses will be expected to meet as a group.
- B. **WORKYEAR**
1. Nurses will work the same hours as the teachers in his/her building.

#### **ARTICIE 4 ~ NURSE TRANSPORTATION REIMBURSEMENT**

- A. Travel reimbursement for elementary school nurses shall be at the rate established by the IRS.

- B. Nurses who are required to make home visits, travel to other schools during the school day, or are otherwise required to travel in the performance of their professional duties shall be reimbursed at the rate established by the IRS.
- C. Payment shall be made on the schedule currently in effect for teachers in the Woburn Public Schools. Payment shall be on the basis of actual miles traveled.
- D. Travel between the nurse's home and school is not reimbursable under this Section.

#### **ARTICLE 5 ~ NURSE EMPLOYMENT AND RESIGNATION**

- A. At least half credit shall be given nurses for previous school nursing experience upon initial employment in Woburn provided they meet existing requirements of the Salary Schedule and ninety (90) days for each full year of experience. Any nurse who was hired and began her service during the school year will be granted her increment the following September provided she was employed ninety (90) days or more in that year.
- B. After September 1, 1971, nurses with previous nursing experience in the Woburn School System will, upon returning to the System, receive at least half credit for each full year of experience on the Salary Schedule for all outside school nursing experience, up to a maximum set forth in Section A above. Nurses who have not been engaged in school nursing on a fulltime basis will, upon returning to the System, be restored to the next position on the Salary Schedule above that at which they left, provided their last term of employment in Woburn included ninety (90) days of continuous employment or a lesser number of days at the discretion of the Committee.
- C. Resignations - Nurses intending to resign shall give at least four (4) weeks' notice, but no resignation shall be expected to take effect during May or June except on account of incapacity to work with the children. Nurses who plan to resign or retire at the close of school each June should submit their resignation on or before March 1 in order that the Superintendent may fill the position.
- D. Deductions for Absences - Deductions for absences for all nursing personnel, whether for business or illness, shall be made on the basis of the actual length of the nurse work year. For example, if the nurse work year is 182 ½ days, the deduction shall be based on 182 ½ of the annual salary. If it is necessary to make a deduction prior to the determination of the actual length of the nurse work year (see Article 20), the deduction shall be 1/182 ½ of the annual salary, with the appropriate adjustment in pay made in the affected nurses' last paycheck of the work year in order to reflect the actual length of the nurse work year.
- E. After twenty (20) consecutive days in a position, a permanent substitute nurse shall become a member of the Bargaining Unit. At least half credit will be given nurses for previous school nursing experience upon becoming a member of the Bargaining Unit,

provided the meet existing requirement of the Salary Schedule and ninety (90) days for each full year of experience. Any nurse who was hired and began their service during the school year will be granted their increment the following September provided they were employed ninety (90) days or more that year. Day-to-day substitute service shall not be counted as part of the ninety (90) days required for a year of nursing credit.

- F. Any nurse who was hired part-time or who voluntarily changed to a part-time position but who wishes for the following year to have increased part-time status may make application for posted vacancies as established in Article 7.
- G. Substitute Nurses – A substitute nurse may be hired to fill any day-to-day absence of a nurse or to replace the nurse leader when she is performing the duties of her job.

### **ARTICLE 6 ~ NURSE ASSIGNMENT**

- A. Nurses shall be notified of any change in their schedules for the coming school year, including the schools to which they will be assigned by July 15th by telephone, electronic mail and/or visit to the school office.
- B. All nurses hired for the City of Woburn Public Schools shall possess a RN with a BSN and DESE Certification.
- C. In arranging schedules for nurses who are assigned to more than one school, the amount of inter-school travel will be limited wherever possible according to the nursing programs prepared by the Nurse Leader and the Superintendent of Schools.
- D. Nurse Assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, sexual preference or activities within the Association.
- E. Nurses shall not be assigned to any non-nursing duties. Duties of a custodial nature\* are specifically defined as non-nursing duties. \*Custodial care is defined as those activities of daily living (ADL). ADL's are the skills that support personal independence: self-maintenance (breathing, eating, toileting, sleeping, dressing grooming, bathing); mobility (ambulation, wheelchair mobility, transfers); and communication. In every instance, the medical needs of the student will be considered when implementing skilled nursing intervention.
- F. Substitute nurses
  - 1. In the event a school nurse is absent, whenever possible, a qualified nurse will be provided beginning on the first day of absence.
  - 2. Nurses will not be taken from their school assignment to substitute for an absent nurse, except in cases of emergency.

## ARTICLE 7 ~ TRANSFERS AND VACANCIES

### A. Posting and Filling of Vacancies

1. Whenever a permanent vacancy in a nursing position occurs in the Woburn School System, as determined by the Superintendent, such position will be adequately publicized by the Superintendent by means of a notice to every school and by electronic mail to each member of the nursing staff, at least ten days prior to the closing date for applications.
2. Such notices shall set forth clearly all requirements (including certifications, degree(s) and experience), duties, application deadline and other pertinent information. No application shall be accepted after the closing date stated in the notice of vacancy; however, the Superintendent reserves the right to extend the deadline, with appropriate notification as stipulated above.
3. All nurses will be given adequate opportunity to make application for all available positions. All such requests will be acknowledged in writing and nurses will be given an interview. When, in the judgment of the Superintendent, the qualifications of internal and external candidates are substantially equal, strong consideration shall be given to qualified nurses already employed by the District. Internal applicants not chosen shall, upon request, be provided a verbal explanation for the selection of the successful applicant.
4. Every reasonable effort shall be made to fill such positions as promptly as possible after the closing date for applications particularly in any instance where the position is critical to the proper functioning of the School System.
5. If the qualifications and duties set forth for a particular position are changed between posting and hiring, the Woburn Teachers Association shall be duly notified in advance.
6. For positions involving the supervision of shower and dressing facilities for physical education, only nurses of the appropriate gender will be eligible.
7. A temporary vacancy shall be defined as a position to which a unit member on leave has a claim pursuant to Article 11 or 12. These positions shall be advertised and/or filled as temporary vacancies and must be posted and filled should they become permanent.

### B. Voluntary Transfers

1. A nurse desiring a transfer will submit a written request to the Superintendent with a copy to the nurse's principal stating the assignment preferred and reasons for the request for transfer.

2. Transfers normally will become effective at the beginning of the next school year.
3. Nurses will qualify to be considered for a transfer only after meeting required professional development activities as determined by the Superintendent.
4. All such requests will be acknowledged in writing.
5. Voluntary transfers within an elementary school or at the secondary level within a department and building can be approved by the Principal without being posted.

C. Involuntary Transfers

**1. Involuntary Transfers When There Is a Change in Student Population:**

- a. When a reduction in the number of nurses in a particular school is necessitated by a change in the student population or other unusual circumstances, qualified volunteer(s) from that school for other position(s) will be sought by the Administration prior to taking steps toward an involuntary transfer.
- b. When an involuntary transfer is necessitated, the least senior nurse in the affected school shall be transferred.
- c. When a decision has been reached on such involuntary transfer, the nurse so transferred will be notified in writing of the decision by May 15, when deemed possible by the Administration.

**2. Involuntary Transfers for Other Reasons:**

- a. When an involuntary transfer is necessitated by some reason other than a reduction in pupil enrollment in a particular school, volunteers will be sought from the nurses and considered for a voluntary move prior to the involuntary move of any nurse. The need for volunteers will be publicized. Volunteers will be considered first. In the event that a volunteer is not chosen, he or she will be given the reason verbally. If a volunteer is not chosen or no volunteers come forward, a nurse's area of competence, major and/or minor field of study, length of service in the Woburn Schools, and other relevant factors shall be considered in determining which nurse(s) will be transferred.
- b. In the event there are no volunteers chosen, notice to transfer a nurse involuntarily under this subsection shall be given to the affected nurse, in writing, including a statement of reasons therefore, as soon as practicable, and except in cases of emergency no later than June 15th.
- c. Any involuntary transfer under this subsection shall be made only after a



meeting between the nurse involved and the Superintendent, or his/her designee. The nurse may, at the option of the nurse, have an Association representative present at such meeting.

**ARTICLE 8 ~ POSITIONS - SUMMER SCHOOL-EVENING SCHOOL-FEDERAL PROGRAMS**

- A. Summer and Evening School and Federal Program openings will be advertised by e-mail as soon as possible.
- B. Regularly appointed nurses in the Woburn School System shall be considered for positions in the Woburn Summer School and Evening School including federally-funded programs.
- C. In filling such positions, consideration will be given to the nurse's area of competence, major and/or minor fields of study, quality of nursing performance, length of service in the Woburn School System, and in regard to Summer School and Evening School positions, previous Woburn Summer School or Evening School nursing experience.

**ARTICLE 9 ~ SCHOOL FACILITIES**

- A. All nurses, as members of the Woburn Teachers Association, shall be entitled to use the facilities mentioned below, as presented in the Contract between the Woburn Teachers Association and the Woburn School Committee.
  - 1. All custodial fees incurred in numbers three (3) and five (5) below will be paid by the Woburn Teachers Association. Building use shall be approved by the Superintendent of Schools in keeping with existing policies and regulations governing use of school facilities.
  - 2. The Association shall have the opportunity to announce, but not discuss, building membership meetings and matters under consideration at regularly scheduled faculty meetings for five(5) to ten (10) minutes.
  - 3. The Association shall have permission to use school facilities when not otherwise used for educational purposes, for appropriate educational activities of the recognized Association as approved. Rental applications must be filed with and approved by the Superintendent of Schools.
  - 4. The Association shall have access to nurses at their place of assignment before school as long as it does not disrupt the start of the school day and after the pupils have been dismissed at the close of the school day.
  - 5. The Association will be eligible to use the athletic facilities and equipment at the

- High School and the Middle Schools one (1) evening per week. The schedule and other related matters will be arranged in advance with the Superintendent. Rental application forms must be filed and approved by the Superintendent of Schools.
6. There will be one bulletin board in the teachers' room in each school building for the purpose of displaying notices, circulars, and other Association material.
  7. No nurse will be prevented from wearing pins or other identification of membership in the Association or any other nurse's organization.

## **ARTICLE 10 ~ SICK LEAVE AND OTHER LEAVES OF ABSENCE**

### **A. SICK LEAVE**

1. Sick Leave Interpretation - In every case the annual (current) sick leave allowed is to be used before using the days accumulated from previous years.
2. Any employee who is absent for six (6) consecutive days must have the School Department Health Form completed by her/his physician. A second form must be completed by the physician if the employee is absent for eighteen (18) days or longer, and an additional form must be completed by the physician for every additional eighteen (18) days of absence thereafter. These forms are required to remain on the payroll. Nurses may request to have the forms mailed to them.
3. Sick Leave Allowance - All employees are entitled to thirteen (13) days annual sick leave as of the first day of each year. Unused sick leave days each year are accumulated to an unlimited number. The record of a nurse's available sick leave will be furnished on or before October 1 of the school year.
4. Personnel entitled to compensation under the current sick leave rule shall be given full compensation for absences due to illness of one-half day or more as they are taken, in half day increments, and the Principal through the Superintendent of Schools shall report any abuse of the privilege to the School Committee.

### **B. FUNERAL LEAVE**

1. Death in the immediate family - a maximum of five (5) days shall be allowed due to the death in the immediate family - mother, father, wife, husband, spouse, domestic partner, sisters, brothers, children, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This will not be deducted from the annual or cumulative leave and shall be at full pay allowance. This leave shall not be cumulative.
2. Death of Relatives – A maximum of three (3) days shall be allowed for the deaths of other relatives. Absences for death of other relatives shall be

deducted from any current or cumulative days that personnel have available.

3. Upon request, The Superintendent may grant additional days.

C. ABSENCES FOR PERSONAL OR BUSINESS MATTERS

1. Three (3) days shall be allowed each year for personal business matters, and household or family matters. These three (3) days if not used can be accumulated as unused sick days. Any requests for further personal leave must be addressed to the Superintendent in writing for his consideration. The Superintendent or Assistant Superintendent shall have authority to grant additional personal days at his/her discretion only in highly unusual situations.
2. Personal days are not intended as vacation days.
3. In case of emergency, personal days may be requested after the fact.

D. RELIGIOUS HOLIDAYS

If two personal days are used for the purpose of observing a religious holiday, the nurse shall be granted one (1) additional personal day.

E. MATERNITY /PATERNITY LEAVE

1. A pregnant nurse, a nurse who is adopting a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically challenged, or a male nurse who is becoming a parent, may elect a short-term eight (8) week maternity/ paternity leave. Said nurse shall provide at least a two-week notice prior to the anticipated beginning of the leave.
2. In lieu thereof, a pregnant nurse may elect a long- term maternity leave. Said nurse shall provide the Superintendent with a thirty (30) day notice prior to leaving. A nurse electing such leave may return to her nursing duties at the start of a school year within fifteen (15) months after the birth of her child. A nurse will be considered for early reinstatement according to her ability and experience and the existence of a nursing position for which she is qualified. If the nurse on such leave is actively employed as a nurse by the Committee for more than ninety (90) days of the school year during which the leave is taken, she will be placed on the next step of the Salary Schedule on September 1 of her return to active employment. The nurse will retain any previous tenure, retirement and sick leave rights.
3. All language under the Federal Law, "Family Medical Leave Act" (FMLA) will be complied with. (FMLA requires employers to provide up to twelve (12) weeks of unpaid leave (female or male) to care for a newborn, adopted or foster child.

F. MILITARY LEAVE

1. There is to be no stated policy governing compensation for school employees who are drafted or who enlist in the Armed Services during a national emergency. Should such occasion arise, it is felt that all citizens in all lines of employment will be called upon to do their patriotic duty; and the only compensation will be that provided by the government. It is further felt that school personnel presently in the Reserves of the Armed Services who have to take their two (2) weeks of active training each year, should request that this training be assigned during the summer or vacation periods so as not to interfere with their nursing assignment. In the event such request is denied by the commanding officer, the nurse in question will be paid for such school days missed.

G. OTHER LEAVES OF ABSENCE WITHOUT COMPENSATION

1. Other leaves of absence will not be granted to nurses who do not have professional status. A request for a leave of absence for any reason for those with professional status must be made in writing to the Building Principal and other Administrative Supervisor (i.e., Director of Special Education, Director of Title I). Approval will be at the discretion of the Superintendent.

H. For all leaves of absence in Section D and F of this Article:

1. Notification must be made to the Superintendent in writing by February 1st whether the individual will return the following September. If there is no notification by that date, except for good cause as determined by the Sick Leave Bank Committee (membership is listed in the Sick Leave Bank Committee Article), it will be assumed that the person will not return. The Committee shall prepare budget and staffing plans based on the assumption that the person will no longer be employed.

**ARTICLE 11 ~ SABBATICAL LEAVE FOR NURSES**

- A. Sabbatical Leave for one (1) school year or for one-half (1/2) year as approved by the Superintendent of Schools for advanced study beyond the Bachelor's Degree or Registered Nurse Degree will be available after seven (7) consecutive years of service in Woburn. Applications must be submitted to the Superintendent not later than April 1 of the school year prior to that in which the leave is sought. Not more than one (1) nurse may take advantage of this in any one school year.
- B. Successful applicants will be paid at the rate of half (1/2) pay for a full year or at the rate of full pay for a half (1/2) year provided that the amount when compiled with any scholarship, grant or aid shall not exceed the rate of salary to which they would have been entitled.

- C. Before beginning a Sabbatical Leave, a nurse shall agree in writing to return to active service in the Woburn Schools for a period of at least two (2) school years following the expiration of the Sabbatical Leave period. A nurse who does not fulfill this agreement shall repay to the City the amount of salary received during the Sabbatical Leave, provided, however, that the nurse shall be released from such payment if his/ her failure to serve the two years is due to her/his illness, disability or death.

A nurse returning from Sabbatical Leave shall be placed on the step of the salary schedule she/he would have attained had she/he remained in the school system and shall be eligible for insurance benefits according to the City policy while on leave. No nurse may reapply for a second Sabbatical Leave unless she/he has completed seven (7) consecutive years since her/his last leave.

#### **ARTICLE 12 ~ PROFESSIONAL AND EDUCATIONAL DEVELOPMENT**

- A. The Committee will pay the cost of in-service courses sponsored by the Committee that nurses are required to take.
- B. The Committee shall consider paying the expenses including fees, meals, lodging, and/or transportation incurred by nurses whom the Committee has approved in advance to attend workshops, seminars, conferences, or other professional improvement sessions.
- C. Visiting Days - The Superintendent of Schools may give permission to nurses to visit schools or to attend conventions and conferences when in his judgment the best interest of the schools will be advanced thereby, and he may request from nurses a report of their observations. Not more than two (2) regular visiting days per nurse may be granted in any one (1) year, nor more than one (1) if the schools are closed for any convention.
- D. Any nurse awarded an educational grant or institute, which requires that he or she leave before the end of the school year, may be compensated up to a maximum of three (3) days upon recommendation of the Superintendent.
- E. The Committee will reimburse the cost of continuing education units (CEU's) necessary for registration renewal. (15 CEU's every two years)
- F. Money provided by the State of Massachusetts for the City of Woburn for Professional Development will be used for Professional Development courses.
- G. The Committee will provide a pool of money equaling \$4000 each school year for continuing education for nurses.
  - 1. Nurses interested in reimbursement for continuing education must submit the request by June 1<sup>st</sup> each year. This includes proof of payment to the college, university or course work provider and proof of course completion.
  - 2. The courses or workshops must be in the area in which the nurse is currently working or certified.

3. A Committee composed of the Nurse Leader, a second nurse appointed by the Nurse Leader and one administrator appointed by the Superintendent will review the applicant(s) information and determine the amount of reimbursement each shall receive. The decision of this Committee will be final.
4. The amount of reimbursement received by an individual applicant will be based on the amount of money she/he has spent and the amount requested by the total membership in the Nurses Unit.
5. Funds must be directed toward continuing education payments.

### **ARTICLE 13 ~ NURSE EVALUATION**

- A. Evaluation of nurses will be done in compliance with all State Laws and Regulations.
- B. All monitoring or observation of the work performance of a nurse will be conducted openly and with full knowledge of the nurse. The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited. Nurses will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss and sign such report with their supervisor. This signature does not indicate agreement or disagreement with its contents. The nurse shall have the right to respond in writing within thirty (30) days to the evaluation, which shall become part of the final Evaluation report.
- C. Within the framework of the evaluation procedures and criteria established by the Committee, including those contained therein, no nurse shall be denied employment, disciplined, reduced in rank, or denied compensation without due process.
- D. The Superintendent and the Woburn Teachers' Nurses Unit agree that the current evaluation tool may need to be re-negotiated during the life of this Contract.
- E. The Superintendent will not dismiss or suspend a nurse with three or more years of continuous employment in Woburn Public Schools from their nursing position without just cause.

### **ARTICLE 14 ~ INSURANCE AND ANNUITY PLAN**

- D. Effective September 1, 1971, the Committee will pay the maximum percentage permitted by City Government enactment of the cost of the following types of insurance coverage:

1. A \$5,000 term life insurance plan of the type presently available to teachers.
2. Individual or family coverage, whichever applies in the particular case, for the indemnity plan of the type presently available to teachers, or its substitute in the future. Payroll deductions authorized by teachers for medical insurance premiums shall be paid with pre-tax dollars via a Section 125 Plan.

NOTE: From 7/1/08 thru 8/31/09 non-indemnity coverage: 87.5/12.5;  
From 7/1/09-8/31/11: 85/15; Indemnity 75/25

3. Any other insurance plans which the City may provide for teachers and/or retired teachers.
4. Changes in Health and Life Insurance, except in instances of a change in family situations, shall be allowed only in June of each school year for the period beginning on July 1st.
5. Teachers may participate in a group dental plan provided that teacher so enrolled pay one hundred percent (100%) of the dental insurance premium. For those enrolled in the group dental plan, payroll deductions authorized by teachers shall be paid with pre-tax dollars via the aforementioned 'Section 125' Plan

NOTE: The 'Sections 125' Plan is available to teachers only for medical and dental insurance premiums paid by teachers.

6. Teachers will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Changes in Tax Sheltered Annuity deductions shall be allowed only in September and January of each school year

#### **ARTICLE 15 ~ TEXTBOOKS**

- A. The Committee will provide sufficient materials for proper instruction of those subjects for which the nurses are brought in to assist the teachers, or to instruct children in health, hygiene, etc.
- B. The Superintendent of Schools shall recommend to the School Committee all textbooks and curricula used in the schools as prescribed by the General Laws of Massachusetts and shall seriously consider the recommendations of the Curriculum Development and Innovation Committee.

- C. The Curriculum Development and Innovation Committee will submit evaluations and recommendations to the Superintendent prior to his recommendations made in accordance with Paragraph B above.

**ARTICLE 16 ~ NURSE FACILITIES**

- A. The Committee agrees to provide basic health facilities including:
  - 1. Space in each school where nurses may safely store supplies.
  - 2. A work area containing adequate equipment and supplies to aid in caring for a sick child.
  - 3. A serviceable desk and chair for each nurse in the health room.
  - 4. Adequate supplies for each nurse's use in the health room.
  - 5. A mailbox for each nurse.
  - 6. A telephone extension shall be available in each health room.
  - 7. Space for a professional library, centrally located.
- 8. A confidential fax machine or e-fax capability will be placed in each nurses' office for the use of the nurse.

**ARTICLE 17 ~ NURSE FREEDOM**

- A. The private and personal life of a nurse is not within the appropriate concern or attention of the Committee except as it may interfere with the nurses' responsibility to and relationship with students and/or the School System.
- B. Nurses will be entitled to full rights of citizenship, and no religious or political activities of any nurse (provided such activities do not take place during her/ his working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such nurse.

**ARTICLE 19 ~ PAYROLL DATES**

- A. For the 2014- 2018 school years the payroll dates will appear in the contract. Calendars, sent electronically.



## ARTICLE 20 ~ SICK LEAVE BUY BACK

- A. In recognition of dedicated service to the children of Woburn, any nurse covered by this Agreement who has taught twenty (20) or more years in the Woburn School System may obtain an incentive payment for their final year of teaching by following this established procedure.
- B. Eligible nurses who desire to participate in this program will notify the Superintendent by October 1st preceding the date of retirement or resignation. If such notice is submitted in writing by October 1st, then at the time of retirement all accumulated sick leave shall be eliminated from their record and in lieu thereof the teacher will be paid an incentive payment for school year 2010-2011, and for the life of this contract, \$80 per day at a maximum of 152 days. In the event it is necessary for a teacher to retire earlier than they anticipated for health reasons as documented by a physician, the October 1st filing date shall be waived. The payment of these monies will be made either at the end of the then current fiscal year or at the start of the next fiscal year, at the option of the School Committee. If the individual's date of retirement is after July 1st, then the individual will have the option of receiving this payment after the following January 1st for tax purposes. Once an individual submits a notice of retirement, and the Committee has formally accepted the retirement, a withdrawal of such notice shall not be allowed except when it is documented by greatly changed circumstances.
- C. A nurse who is laid off or teachers whose position is eliminated and who elect to retire under the provisions of the Massachusetts Teachers Retirement Act shall be paid the same benefits in a lump sum on the last payday upon prior notice to the Superintendent.
- D. In the event of the death of a nurse currently employed in the Woburn School System, whether or not they have twenty or more years of service in the Woburn School System and whether or not they have applied pursuant to Section B above, their estate shall be paid an amount of sick leave buy back consistent with paragraph B above.
- E. The provisions and benefits shall not apply to any employee in the bargaining unit discharged by the School Committee for disciplinary reasons.
- F. **403(b) Plan** ~ Effective September 1, 2001, the Committee and the Association shall establish a 403(b) plan for bargaining unit members according to the following terms and conditions:
  - 1. In lieu of the Sick Leave Buy Back set forth in this Article, newly hired nurses commencing with the 2001-02 school year shall be in this plan.

2. At the end of each school year, but no later than July 15 thereafter, the Committee shall place \$375 into this plan for each participant.
3. To the extent permitted by law, any participant in this plan may designate annually an amount to be contributed to their account in this plan via payroll deduction (before taxes), said amount not to exceed that established by federal law and/or tax code.
4. After seven (7) sick days, a \$25.00/day reduction in the amount placed in the 403(b) will begin. If a teacher is out nine (9) or more consecutive days and has the appropriate medical form(s) completed, they will not have any deductions taken from their 403(b). Nurses with good attendance may appeal to the Sick Leave Bank Committee.
5. Enrollment in the 403(b) will be open to the entire membership.

#### **ARTICLE 21 ~ PROTECTION/ASSAULT**

- A. Nurses will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the Superintendent, who will comply with any reasonable request from the nurse for information in its possession relating to the incident or the person involved and will act in appropriate ways as liaison between the nurse, the police and the courts.
- C. If criminal or civil proceedings are brought against a nurse alleging that she committed an assault in connection with her employment, the Committee will furnish legal counsel to defend her in such proceedings as provided under Chapter 41, Section 100C, of the General Laws of the Commonwealth of Massachusetts.

#### **ARTICLE 22 ~ PERSONAL INJURY BENEFITS**

- A. The Committee agrees that the provisions of Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members if permitted by law.

#### **ARTICLE 23 ~ CURRICULUM DEVELOPMENT AND INNOVATION**

- A. Nurses at all levels, i.e., elementary, middle school, and high school shall be members of the Curriculum Development and Innovation Committee if the matters being discussed have to do with health, hygiene, etc..

**ARTICLE 24 ~ PAYROLL DEDUCTIONS**

**A. Dues Deductions**

- 2. The Committee agrees to deduct from the salaries of its employees dues for the Woburn Teachers' Association, the Massachusetts Teachers' Association and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies with reasonable dispatch to the Treasurer of the Woburn Teachers' Association. Teacher's authorization will be in writing in the form set forth below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby request and authorize the Woburn School Committee to deduct the proper amount of money for membership in the Teachers 'Association checked below. I recognize that an amount sufficient to provide for regular payment of the membership dues as certified by each Association will be deducted in twelve (12) equal payments beginning with the first pay day in October, and that this amount of money will be transmitted to the Treasurer of the Woburn Teachers' Association for proper distribution to those organizations in which I desire membership. I understand that such deductions may be discontinued sixty (60) days after giving the Committee and Association writing a notice of my revocation of the authorization. I hereby waive all rights and claim for said monies to be deducted and transmitted in accordance with this authorization, and relieve the School Committee and al of its officers from any liability thereof.

**TEACHER ORGANIZATION:**

**Woburn Teachers Association  
 Massachusetts Teachers Association  
 National Education Association**

Dated: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_

- 3. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association

which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.

4. Any teacher desiring to have the Committee discontinue deductions they have previously authorized must notify the Committee and the Association concerned in writing sixty- (60) days prior to the effective date of such discontinuance.

## **B. Credit Unions**

Any teacher who wishes to participate in payroll deductions for a credit union may choose to deposit said deductions in either the City of Woburn Employees Federal Credit Union or the Massachusetts Teachers Association Credit Union after proper deduction forms have been forwarded to the School Department Business Office.

## **ARTICLE 25 ~ CHILDREN'S SERVICES**

- A. The Committee and the Association recognize that one of the most difficult tasks in education is to assist problem learners to become capable students and productive citizens, and that the expenditure of funds alone without careful planning and evaluation is of questionable value in achieving this goal. Accordingly, the Committee shall continue to fund a comprehensive psychological services program. The parties further agree that, to the extent that demonstrable results of value flow from this program or portions thereof, the expansion of this program or portions thereof warrants the very highest priority as far as commitment of available funds for school purposes is concerned. The Committee and Administration will welcome constructive and well-researched suggestions from the Association and/or any nurse as to possible improvements in the program.

The Committee and the Association recognize that nurses are an integral part in this evaluation of children with special needs. Participation by nurses on the CORE evaluation team (henceforth referred to as CET) is essential. It is therefore agreed that:

1. No nurse will be required to give up her/ his duty-free planning period, duty-free lunch period, or recess for participation in a CET, nor shall any other nurse be assigned the supervision of additional children.
2. In the event the CET meeting or home assessment is held outside the regular school day, the nurse will be consulted as to her/his availability for a CET

meeting. The nurse will be paid on a pro-rata basis for participation in such a CET meeting.

3. Nurses shall be paid on a pro-rata basis for home assessments after school, when such home assessments have been referred to the nurse by the Superintendent or his designated agent, through the Nurse Leader.
4. Recognizing the important responsibility of a nurse to all children under her/his care, the Association and the Committee agree that nurses shall make every effort to cooperate in the difficult and crucial task of evaluating children with special needs. Under certain circumstances, including the safety of the nurse, an administrator or an additional person may need to accompany the nurse on a home visit.
5. Nurses shall be notified at least one (1) week prior to the expected home assessments.
6. In the event that more than half the school day is in use for CET/home assessments, the School Committee agrees to provide a substitute for the nurse involved.

#### **ARTICLE 26 ~ SICK LEAVE BANK**

- A. A Sick Leave Bank will be established for use by eligible members of the bargaining unit who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.
- B. Participation in this Bank shall be voluntary. One day per year of a member's sick time shall be added to the sick bank. A member who wishes to "opt-out" of the sick bank must submit an opt-out form to the Sick Bank Committee during the month of September each year. Notwithstanding the above, for bargaining unit members with more than 3 years of service within the bargaining unit, one day will not be deducted until the sick bank falls below 1,000 days. Nurses who opt-out will not be eligible to receive Sick Leave Bank Benefits for that school year.

The current number of days in the sick bank as of the ratification of this contract will be placed in the agreement for historical purposes.

- CI. At the end of each school year, the remaining balance shall be reconciled with both the Superintendent's office and the Sick Leave Bank Committee. Unused days in the Sick Leave Bank at the end of the school year shall be carried forward to the Sick Leave Bank for the following school year.
- D. A Sick Leave Bank Committee consisting of three (3) members shall

administrate the Sick Leave Bank. Two members will be designated by the Association and 1 member shall be designated by the Superintendent to serve at its pleasure. Award of benefits from the Bank requires a majority vote of the full board.

- E. Any initial grant of sick leave by the board shall not exceed thirty- (30) days. If need continues, reapplication to the board may be made for further extensions up to a maximum of thirty (30) each. No more than a total of one hundred-eighty (180) days may be granted to any nurse for any given illness or injury.
- F. A nurse who has received a grant from the Sick Leave Bank will, upon their return to regular teaching duties, receive five (5) sick leave days from the Bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Bank on the last day of school.
- G. Subject to the provision of this Article, the board shall utilize the following criteria in administering the Bank and determining eligibility and amount of leave:
  - 1. Submission of the School Department Health form(s) as required in Section A of Article Ten.
  - 2. History of prior utilization of sick leave.
  - 3. No sick days will be awarded from the bank for elective procedures that can be deferred.
- H. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.
- I. Should any portion of this Article be found contrary to law, all other portions will continue in effect.

#### **ARTICLE 27 ~ GENERAL**

- A. Nurses will be entitled to full rights of citizenship, and no religious or political activities of any nurse or lack thereof, will be grounds for any discipline with respect to the professional employment of such nurse.
- B. The maximum number of days for each nurse is understood to be fully compensated by the basic salary schedule for the Woburn Teachers Association.
- C. The professional employees of the Nurses Unit of the Woburn Public Schools shall

receive the salaries as hereafter provided under Appendix A-1.

- D. The School Committee shall assume responsibility for reproducing copies of this Agreement within thirty (30) days of final signing of this Agreement. Fifteen (15) copies of this Agreement shall be given to the Woburn Teachers Association.
- E. There shall be no reprisals of any kind taken against any nurse by reason of her/his membership or non- membership in the Association or participation or non-participation in its lawful activities.
- F. The Nurse Leader shall receive a copy of that portion of the School Department budget pertaining to nursing and related services and a statement of the amount of money which she/he is responsible for administering.
- G. Full performance of the school year - All nurses covered by this agreement agree to work (except for excused absences) and the Committee agrees to pay for 182 ½ work days.
- H. The Committee agrees that the compensation of each nurse for such 182 ½ days shall be the total annual salary to which each nurse was entitled in accordance with her/his placement on the salary schedule effective in the Woburn School System.

#### **ARTICLE 28 ~ COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

- A. Subject to the provisions of this Contract (and except as otherwise provided) the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable for the duration of this Contract.

#### **ARTICLE 29 ~ HEALTH SERVICES STATUS**

- A. The nurse leader position will be full-time to fulfill the supervisory responsibilities of the position and will be fully compensated by the salary schedule for Woburn Teachers' Association.
- B. The nurse leader, as a member of the nurse's unit of the Woburn Public Schools, shall receive the salaries as hereafter provided under Appendix A-1.

#### **ARTICLE 30 ~ NURSE REIMBURSEMENT**

- A. The City of Woburn will pay the cost of the RN license renewal for each nurse employed by the School Department.
- B. The City of Woburn will pay the cost of the certification test for the nurses employed by the School Department.

### **ARTICLE 31 ~ EARLY RETIREMENT INCENTIVE**

- A. In recognition of dedicated service to the children of Woburn, any nurse covered by this Agreement who has been employed for twenty or more years in the Woburn School System may obtain an incentive payment for her/his final year of teaching by following this established procedure.
- B. Eligible nurses who desire to participate in this program will notify the superintendent by October 1 of the year of retirement of their intention to retire under the provisions of the Massachusetts Teachers Retirement Act. If such notice is submitted by October 1, then the nurse (or their estate in the event of death) shall receive the incentive payment of \$6,750. The incentive payment will be made after the effective date of retirement.
- C. In lieu of the above plan, a nurse who will have retired at age 62 or earlier and who provides sufficient early written notice to the superintendent as to the school year at the end of which they intend to retire (under the provisions of the Mass. Teachers Retirement Act) will receive a deferred payment of \$2,750 for each of the last three years of teaching. Thus, the nurse who provides notice by October 1 of his/her third - to -last year of employment in Woburn shall receive a deferred lump sum incentive payment of \$8,250 payable to the nurse (or to his/her estate in the event of death) after the effective date of retirement.
- D. The payment of these monies under Section B and C above will be made either at the end of the then- current fiscal year or at the start of the next fiscal year, at the option of the School Committee. If the individual's date of retirement is after July 1, then the individual will have the option of receiving this payment after the following January 1 for tax purposes. Once an individual submits a notice of retirement, and the retirement has been formally accepted by the Committee, a withdrawal of such notice shall not be allowed except when it is documented by greatly changed circumstances.

### **ARTICLE 32 ~ PERSONAL FOLDER**

- A. Nurses will have the right, upon request, to review the contents of their personnel file. A nurse will be entitled to have a representative of the Association accompany her/him during such review.
- B. In case of any complaints regarding a professional staff member made to any official of the School Department, the complainant shall be referred to the staff member's immediate supervisor. That staff member shall be notified promptly and discreetly of the complaint



**ARTICLE 33 ~ DURATION**

- A. This agreement shall become effective as of September 1, 2018 and shall remain in full force and effect until August 31, 2021 and from year to year thereafter unless either party notifies the other prior to any October 15<sup>th</sup> thereafter of its desire to terminate or modify the Agreement.
- B. Negotiations for any school year shall commence by October 15<sup>th</sup> of the prior calendar year.

**ARTICLE 34 ~ REDUCTION IN FORCE**

**See Article 27 in Teachers' Contract ..... MOA agreement to be the same.  
Replace "teacher" with "nurse" in language.**

**ARTICLE 35 ~ Nurse/Teacher Units Merging Language**

A joint/labor management committee will work on reviewing and making recommendations for the purpose of integrating the Woburn Nurses' Unit into the Teachers' Unit Collective Bargaining Agreement by the date of a next contract. This committee shall make recommendations to the Administration and the Union on or before the next contract date. Changes to either contract shall be subject to ratification by the Association memberships and the approval by the School Committee.

**ARTICLE 36 ~ SCHOOL CALENDAR**

The first day for nurses will be as follows:

2018-2019 ..... September 4  
2019-2020 .....September 3  
2020-2021 ..... September 8

**APPENDIX A-I  
SALARY SCHEDULE**

<b>2018-2019</b>		<b>2.00%</b>						
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	47,071	47,660	48,444	50,452	52,461	54,225	55,990	57,753
2	49,822	50,520	51,449	53,474	55,500	57,275	59,055	60,833
3	52,571	53,381	54,454	56,495	58,537	60,330	62,123	63,917
4	55,323	56,242	57,460	59,517	61,573	63,382	65,188	66,997
5	58,072	59,101	60,467	62,539	64,733	66,437	68,255	70,078
6	60,825	61,962	63,472	65,564	67,652	69,486	71,321	73,155
7	63,574	64,822	66,474	68,588	70,691	72,542	74,390	76,241
8	66,324	67,682	69,482	71,611	73,729	75,594	77,457	79,322
9	69,076	70,545	72,486	74,632	76,766	78,646	80,526	82,407
10	71,825	73,402	75,494	77,654	79,805	81,699	83,592	85,487
11	74,579	76,262	78,497	80,676	82,843	84,751	86,659	88,566
12	77,330	79,123	81,503	83,699	85,882	87,805	89,726	91,650
13	80,102	82,007	84,533	86,748	88,944	90,883	92,820	94,758

<b>2019-2020</b>		<b>2.00%</b>						
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	48,012	48,613	49,413	51,461	53,510	55,310	57,110	58,908
2	50,818	51,530	52,478	54,543	56,610	58,421	60,236	62,049
3	53,622	54,448	55,543	57,625	59,708	61,537	63,366	65,196
4	56,429	57,367	58,609	60,707	62,805	64,649	66,492	68,337
5	59,233	60,283	61,676	63,790	66,028	67,765	69,620	71,480
6	62,041	63,201	64,741	66,875	69,005	70,876	72,748	74,619
7	64,845	66,118	67,804	69,960	72,105	73,993	75,877	77,766
8	67,651	69,036	70,872	73,043	75,203	77,106	79,006	80,909
9	70,458	71,956	73,936	76,125	78,302	80,219	82,136	84,055
10	73,262	74,870	77,004	79,207	81,401	83,333	85,264	87,197
11	76,071	77,788	80,067	82,289	84,500	86,446	88,392	90,337
12	78,877	80,706	83,133	85,373	87,600	89,561	91,521	93,483
13	81,704	83,647	86,223	88,483	90,723	92,701	94,676	96,653

<b>2020-2021</b>	<b>2.00%</b>							
<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>B+45/M</b>	<b>M+15</b>	<b>CAGS/M+30</b>	<b>M+45</b>	<b>M+60/PhD</b>
1	48,973	49,585	50,401	52,491	54,580	56,416	58,252	60,087
2	51,835	52,561	53,527	55,634	57,742	59,589	61,441	63,290
3	54,695	55,537	56,654	58,777	60,902	62,767	64,633	66,500
4	57,558	58,514	59,781	61,921	64,061	65,942	67,822	69,703
5	60,418	61,489	62,909	65,066	67,349	69,121	71,013	72,909
6	63,282	64,465	66,036	68,212	70,385	72,294	74,203	76,111
7	66,142	67,441	69,160	71,359	73,547	75,473	77,395	79,321
8	69,004	70,416	72,289	74,504	76,707	78,648	80,586	82,527
9	71,867	73,395	75,415	77,648	79,868	81,823	83,779	85,736
10	74,727	76,368	78,544	80,791	83,029	85,000	86,969	88,941
11	77,592	79,343	81,668	83,935	86,190	88,175	90,160	92,144
12	80,454	82,320	84,796	87,081	89,352	91,352	93,351	95,353
13	83,338	85,320	87,948	90,253	92,537	94,555	96,570	98,586

**Service Increments/Longevity**

Starting 16th year, 1% on the base annually and 1% additional on base annually every (4) years thereafter.

Teachers who received a service increment on September 1st, 2006 will be eligible for their next change on September 1, 2010.

For employees hired after July 1, 1995, service increments will be awarded only on the basis of years of service in the Woburn School Department.

**APPENDIX A-2  
COURSE CREDIT**

Courses taken subsequent to September 1, 1978, must be related to the Employee's duties in order to be used for advancement to the RN+15 and RN+30 tracks. Credit will be given only for those courses, which meet the above requirement and then only if the course is taken at a college approved by a regional accrediting agency or from a recognized health care institution or agency. Official transcripts or other documents from the college, institution or agency must be submitted for verification and approval to the Superintendent of Schools for purposes of advancing on the schedule.

**APPENDIX B-1**

- A. In addition to the salary schedule, nurses shall be eligible for the longevity percentage payments added to their regular base as printed under each Salary Schedule.
- B. For employees hired after July 1, 1995, service increments will be awarded on the basis of year of service in the Woburn School Department.

## **SIGNATURE PAGE**

The signatures below of the representatives of the Nurses unit of the Woburn Teachers Association and the members of the Woburn School Committee indicate that the parties have duly ratified the Agreement and that the Agreement will be in full force and effect from September 1, 2014 to August 31, 2018.

The Association and the Administration agree that during the life of the Contract the following will occur:

1. A nurse (guest) will be on the stipend review committee.
2. The issue of evaluating nurses will be discussed during the 2016-17 school year.

Signed this 11th day of June 2019.

**For the Association**  
**Denise Danizio, RN**  
**Paula Riley, RN**

**For the School Committee**  
**Ellen Crowley**  
**Michael Mulrenan**  
**John M. Wells**  
**Patricia Chisholm**  
**Christopher Kisiel**  
**Rick Metters**  
**Joe Demers**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE SCHOOL COMMITTEE  
CITY OF WOBURN**

**AND THE**

**WOBURN TEACHERS ASSOCIATION  
PARAPROFESSIONAL ASSOCIATION  
(An Affiliate of the Woburn Teachers  
Association)**

**September 1, 2018 – August 31, 2021**

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made by and between the Woburn Teachers Association Paraprofessional Unit and the Woburn School Committee. Whereas the Association and the Committee agree to amend it as follows for the September 1, 2014 to August 31, 2018.

### **SCOPE**

For the purposes of collective bargaining on questions of wages, hours and conditions of employment, the Woburn School Committee recognizes the Woburn Teachers Association as the exclusive representative of the Woburn Teachers Para professionals Association in the City of Woburn. This will include, but not limited to, all special educational paraprofessionals, regular education paraprofessionals, pre-school paraprofessionals, and kindergarten paraprofessionals.

### **ARTICLE 1 - GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to produce a prompt and equitable solution to those problems which, from time to time, arise and affect the conditions of employment of the employees covered by this Agreement.
  
- B. Levels
  - 1. Level One - A paraprofessional with a grievance shall first discuss it with his/her principal or administrative supervisor. Association representation may be present.
  
  - 2. Level Two - If after five (5) school days the grievance is not satisfactorily settled, it may be raised within five (5) school days in writing to the Superintendent. A meeting shall be arranged within five (5) school days with the aggrieved paraprofessional and WTA representative in an effort to resolve the matter. The exception being a class action grievance.
  
  - 3. Level Three - If after the meeting, the grievance is not settled within five (5) school days, it may be submitted within five (5) school days, in writing, to the School Committee. The School Committee shall meet within ten (10) school days of receipt of the grievance with the grievant and the Association representative.
  
  - 4. Level Four -If the grievance is still unresolved at the end of five (5) school days after the meeting with the School Committee, the Association may, within fifteen (15) school days submit the grievance to the American Arbitration Association for arbitration pursuant to its labor relation rule.
  
- C. General Provisions



1. All responses to grievances shall be in writing.
2. All documents, communications, and records dealing with the grievance shall be filed separately from the grievant's personnel file.
3. The grievant shall have the right to have a representative of the Association present at all levels.
4. If at the end of fifteen (15) school days next following the occurrence of any grievance or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure, the grievance shall be deemed to have been waived. Unless time constraints specified at each level of the grievance procedure are mutually extended, grievances not presented within the specified time constraints shall be deemed waived.

#### **ARTICLE 2 - CLASS SIZE**

- A. Any special grouping shall be in accordance with the State and Federal Law.
- B. Special Education classes having less than eight (8) students will have a paraprofessional assigned or reassigned on overall class needs at the discretion of the Administrator of Special Education or the Superintendent of School or, in the absence of the Superintendent, the Assistant Superintendent for Curriculum.

#### **ARTICLE 3 - WORKING HOURS AND WORKING LOAD**

- A. The duties of the paraprofessional will be consistent with the job description in existence at the time of the signing date of this Contract.
  1. Full-time para professionals may be asked to attend up to two meetings a year with the appropriate supervising administrator.

Part-time paraprofessionals may be required to attend one meeting a year. These meetings will be scheduled on early release days. These meetings will be no longer than 35 minutes. A schedule of dates will be emailed to paraprofessionals in September for the year.
- B. Length of School Day for Paraprofessionals

Elementary and Pre-School Paraprofessionals will be in their classroom ten (10) minutes before the start of the day for children and may leave after the children have been dismissed. On Fridays, paraprofessionals may leave at the close of the school day.

Secondary School paraprofessionals will be in their classroom five (5) minutes before the start of the day for children and will be available for five (5) minutes at the close of each day. On Fridays, paraprofessionals may leave at the close of the school day.

#### Length of School Day for Children

**Elementary School**

6 hours 15 minutes (8:25-2:40)

**Middle School**

6 hours 15 minutes (8:00-2:15)

**Senior High School**

6 hours 21 minutes (7:30-1:51)

- C. Transportation Needs of Students
1. Certain paraprofessionals may be designated anytime during the year to attend to their students' transportation needs during the students' arrival and departure time.
  2. For the life of this Contract, paraprofessionals designated for bus or van duty will receive an annual stipend of \$1400.00.
  3. The transportation stipend is to be paid in two installments, December and June. The stipend may be pro-rated.
- D. A fifteen (15) minute break for all paraprofessionals will be mutually developed between the teacher and the paraprofessional.
- E. Elementary paraprofessionals shall have a duty-free lunch of thirty-six (36) minutes daily. Secondary paraprofessionals shall have a thirty-six (36) minute duty-free lunch period daily. Paraprofessionals will have appropriate time, as determined by their appropriate supervising administrator, in their daily schedule to consult with the teachers to whom they are assigned regarding services to students. Recess and lunch duty are not the primary responsibilities of the paraprofessional. If duties are assigned to the paraprofessional, every effort will be made to assign the paraprofessional to lunch or recess duty for the students he/she serves.
- F. The paraprofessional's responsibility is to assist the classroom teacher within his/her daily work schedule.

It is understood that the paraprofessional will be covering classes for brief periods of time. If, however, the paraprofessional is required to cover class(es) for forty (40) minutes or longer with no substitute present, the paraprofessional will be compensated for all such coverage including the initial time period, at one and one half (1 ½ ) times her/his hourly rate. Compensation will be made within two pay periods following the service date.

- G. Whenever a paraprofessional is assigned to work with a child who requires specialized programming, appropriate training will be provided in order to carry out that assignment.
- H. The Association recognizes that an Individual Education Plan may require a paraprofessional to be with a student at lunch and/or recess and this may necessitate a break in the lunch period. It is understood that all paraprofessionals will have the full amount of time each day.
- I. On days when the students have mid-year or final exams, high school paraprofessionals will be allowed to leave when their students are dismissed for the day.

#### **ARTICLE 4 - PARAPROFESSIONAL ASSIGNMENT**

- A. When practical, paraprofessionals will be notified on or before August 1 in writing and/or by electronic mail, of their school and class assignments for the coming year. If a paraprofessional position is stable, notification will be made by July 1<sup>st</sup>.
- B. Paraprofessional positions will be posted via electronic mail as they become available. Present staff may apply and be considered for these positions. Paraprofessionals will be notified by electronic mail within two weeks if he/she is the successful candidate. It is the sole prerogative of the Superintendent to hire paraprofessionals. Paraprofessionals will be given an interview if qualified. Current employees will be considered before outside candidates and if a paraprofessional is not selected for a vacant position, s/he will be provided with the reasons (verbally) that s/he was not selected.
- C. Paraprofessionals will be notified regarding the source of funding (grant, regular budget, etc.) for their position by October 1<sup>st</sup> of each year.
- D. A paraprofessional who has performed successfully in a position will not be transferred to another position without meeting with the Director of Special Education, the Assistant Superintendent of Schools or the Superintendent of Schools. At this meeting the paraprofessional will be told the reason for the transfer and will be allowed to discuss the transfer.
- E. A paraprofessional will be allowed to have Union representation at any meeting of a disciplinary nature.

- F. Administrative guidelines will be developed that govern alterations in para professional's schedules that are impacted by program changes during the school year.

**ARTICLE 5 - PARAPROFESSIONAL VACANCIES**

- A. If a vacancy occurs after the start of a school year, it may be filled based on need for the balance of the school year at the discretion of the Superintendent or his designee. Such vacancies filled by new hires, if needed the following year, along with any vacancies that are known for the start of the following school year, shall be posted in each building and electronically mailed to each paraprofessional before the conclusion of the school year. Notice shall also be sent to the President of the Association or his/her designee. Employees may apply in writing to the Superintendent of Schools for such positions within five (5) school days after the posting. Current paraprofessionals will be given an interview if qualified. Current employees will be considered before outside candidates. If a currently employed paraprofessional is not selected for a vacant position, s/he will be provided with the reasons (verbally) that s/he was not selected. For vacancies that develop over the summer, a listing will be sent to any employee who submits a written request to the Superintendent. Employees may apply for such vacancies, in writing to the Superintendent within five (5) school days of the mailing. All candidates will be notified in writing as to the outcome of their application prior to the start of the school year.
- B. Filling such vacancies will be at the discretion of the Superintendent and will be based on training, experience and demonstrated skill. Time as an employee in the Woburn School System will also be considered. If an employee so requests, a meeting with the Superintendent of Schools or his designee will be held to discuss the reason why he/she was not recommended for and/or appointed to fill the vacancy.

**ARTICLE 6 - SCHOOL FACILITIES**

- A. The Association shall have access to paraprofessionals at their place of assignment either before the school day begins, and/or after the pupils have been dismissed at the close of the school day.
- B. No para professional will be prevented from wearing pins or other identification of membership in the Association or any other para professional organization.

**ARTICLE 7 - SICK LEAVE AND OTHER LEAVES OF ABSENCE**

- A. Sick Leave
  - 1. Sick Leave Interpretation - In every case the annual (current) sick leave allowed is to be used before using the days accumulated from previous years.
  - 2. Any employee who is absent for six (6) consecutive days must have the School Department Health Form completed by her/his physician. The physician must complete a second form if the employee is absent for eighteen (18) days or

longer, and the physician must complete an additional form for every additional eighteen (18) days of absence thereafter. These forms are required to remain on the payroll. Paraprofessionals may request to have the forms mailed to them.

3. Sick Leave Allowance - All employees are entitled to thirteen (13) days annual sick leave as of the first day of each school year. Unused sick leave days each year are accumulated to an unlimited number. The record of a paraprofessional's available sick leave will be furnished on or before October 1 of the school year.
4. Personnel entitled to compensation under the current sick leave rule shall be given full compensation for absences due to illness of one-half (1/2) day or more as they are taken and any abuse of the privilege shall be reported to the School Committee by the Principal through the Superintendent of Schools.

#### B. Funeral Leave

1. Death in the immediate family - A maximum of five (5) days shall be allowed due to the death in the immediate family - mother, father, wife, husband, spouse, domestic partner, sisters, brothers, children, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew.

This will not be deducted from the annual or cumulative leave and shall be at full pay allowance. This leave shall not be cumulative.

2. Death of Relatives – A maximum of three (3) days shall be allowed for the deaths of other relatives. Absence for death of other relatives shall be deducted from any current or cumulative days that personnel have available.
3. Upon request, the Superintendent may grant additional days.

#### C. Absences for Personal or Business Matters

1. Three (3) days shall be allowed each year for personal business matters and household or family matters. These three (3) days if not used can be accumulated as unused sick leave days. Any requests for further personal leave must be addressed to the Superintendent in writing for his consideration. The Superintendent or Assistant Superintendent shall have authority to grant additional personal days at his/her discretion only in highly unusual situations. Personal days may be taken in half-day increments.
2. Personal days are not intended as vacation days.

3. In case of emergency, personal days may be requested after the fact.
4. Religious Holidays: If two (2) days are used for the purpose of observing a religious holiday, the paraprofessional shall be granted one (1) additional personal day.

D. Maternity/Paternity Leave

1. A pregnant paraprofessional, a paraprofessional who is adopting a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically challenged, or a male paraprofessional who is becoming a parent, may elect a short-term eight (8) weeks of unused sick leave maternity/paternity leave. Said paraprofessional shall provide at least a two-week notice prior to the anticipated beginning of the leave.
  2. In lieu thereof, a pregnant paraprofessional may elect a long-term maternity leave. Said paraprofessional shall provide the Superintendent with a thirty (30) day notice prior to leaving. A paraprofessional electing such leave may return to her duties at the start of a school year within fifteen (15) school months after the birth of the child. A paraprofessional will be considered for early reinstatement according to her ability and experience of a paraprofessional position for which she is qualified. If the paraprofessional on such leave is actively employed as a paraprofessional by the Committee for more than ninety (90) days of the school year during which the leave is taken, she will be placed on the next step of the Salary Schedule on September 1 of her return to active employment. The paraprofessional will retain any previous tenure, retirement and sick leave rights.
  3. All language under the Federal Law, "Family Medical Leave Act" (FMLA) will be complied with (FMLA requires employers to provide up to twelve (12) weeks of unpaid leave (female or male) to care for a newborn, adopted or foster child.)
- E. Military Leave -There is to be no stated policy governing compensation for school employees who are drafted or who enlist in the Armed Services during a national emergency. Should such occasion arise, it is felt that all citizens in all lines of employment will be called upon to do their patriotic duty and the only compensation will be that provided by the government. It is further felt that school personnel presently in the Reserves of the Armed Services who have to take their two (2) weeks of active training each year, should request that this training be assigned during the summer or vacation periods so as not to interfere with their paraprofessional assignment. In the event such request is denied by the commanding officer, the paraprofessional in question will be paid for such school days missed.

F. Other Leaves of Absence without Compensation

1. A request for a leave of absence for any reason for those with more than three years of experience must be made in writing to the Building Principal and/or other Administrative Supervisor (i.e. Director of Special Education, Director of Title I). Approval will be at the discretion of the Superintendent.

**ARTICLE 8 - PARAPROFESSIONAL EVALUATION**

5. All monitoring or observation of the work performance of a paraprofessional will be conducted openly and with the full knowledge of the paraprofessional. The use of eavesdropping, public address, or audio systems, and similar surveillance devices shall be strictly prohibited. Paraprofessionals will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss and sign such report with their supervisor. This signature does not indicate agreement or disagreement with its contents. The Paraprofessional shall have the right to respond in writing to the evaluation, which shall become part of the final Evaluation report.
6. Paraprofessionals will have the right, upon request, to review the contents of their personnel file. A paraprofessional will be entitled to have a representative of the Association accompany him/her during such review.
- C. In case of any complaints regarding a paraprofessional made to any official of the School Department, the complainant shall be referred to the paraprofessional's immediate superior. That staff member shall be notified promptly and discreetly of the complaint.
- D. Within the framework of the evaluation procedures and criteria established by the Committee, including those contained herein, no paraprofessional shall be denied employment, disciplined, reduced in rank, or denied compensation without due process. The Superintendent will not dismiss or suspend a paraprofessional with three or more years of continuous employment in Woburn Public Schools from their paraprofessional position without just cause.
- E. A study committee of para professionals and administrators will be formed to develop an evaluation instrument.

**ARTICLE 9 - INSURANCE PLAN**

- A. Effective September 1, 1971, the Committee will pay the maximum percentage permitted by City Government enactment of the cost of the following types of insurance coverage:

1. \$5,000 term life insurance plan of the type presently available to Para-professionals.
2. Individual or family coverage, whichever applies in the particular case, for the indemnity plan of the type presently available to teachers, or its substitute in the future. Payroll deductions authorized by teachers for medical insurance premiums shall be paid with pre-tax dollars via a Section 125 Plan.

NOTE: From 7/1/08 thru 8/31/09 non-indemnity coverage: 87.5/12.5;  
From 7/1/09-8/31/11: 85/15; Indemnity 75/25

3. Any other insurance plans which the City may provide for para-professionals and/or retired para-professionals.
4. Changes in Health and Life Insurance, except in instances of a change in family situations, shall be allowed only in June of each school year for the period beginning on July 1st.
5. Para-professionals may participate in a group dental plan provided that teacher so enrolled pay one hundred percent (100%) of the dental insurance premium. For those enrolled in the group dental plan, payroll deductions authorized by teachers shall be paid with pre-tax dollars via the aforementioned 'Section 125' Plan

NOTE: The 'Sections 125' Plan is available to para-professionals only for medical and dental insurance premiums paid by para-professionals.

6. Par-professionals will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Changes in Tax Sheltered Annuity deductions shall be allowed only in September and January of each school year.

#### HEALTH INSURANCE:

1. YEAR 1 (18/19): 0% Increase  
YEAR 2 (19/20): 0% Increase  
YEAR 3 (20/21): 0% Increase

- 2A. There will be no implementation of plan design changes prior to September 1, 2018 unless agreed to by the City and the affected unions.
- 2B. The city will pay \$1500/year for eligible active employees who opt out of an individual health plan and \$3000/year for eligible employees who opt out of a family plan, as long as such employees have been covered on City health



insurance plan for the previous 24 consecutive months, and are not eligible for health insurance coverage, at any time, through another city of Woburn employee. Employees who opt out of City's health insurance plans cannot re-enroll for at least 12 months unless a qualifying event occurs

#### **ARTICLE 10 - PARAPROFESSIONAL FACILITIES**

- A. Use and conditions of facilities for paraprofessionals are to be the same as provided for the teaching staff.

#### **ARTICLE 11 - PERSONAL RIGHTS AND PROTECTION**

- A. The private and personal life of a paraprofessional is not within the appropriate concern or attention of the Committee except as it may interfere with the paraprofessional's responsibilities to and relationships with students and/or the School System.
- B. Paraprofessionals will be entitled to full rights of citizenship and no religious or political activities of any paraprofessional (provided such activities do not take place during her/his working hours) or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such paraprofessional.
- C. Paraprofessionals will immediately report in writing to the Superintendent of Schools all cases of assault suffered by them in connection with their employment. This report will be forwarded to the School Committee who will comply with any reasonable request from the paraprofessional for information in its position relating to the incident or the persons involved, and will act in appropriate ways as liaison between the paraprofessional, the police and the courts.
- D. The School Committee will do whatever the statutes require regarding protection of its employees.

#### **ARTICLE 12 - PERSONAL INJURY BENEFITS**

- A. The Committee agrees that the provisions of Chapter 152, Section 69, General Laws of the Commonwealth of Massachusetts, providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members if permitted by law.

#### **ARTICLE 13 - SICK LEAVE BANK**

- A. A Sick Leave Bank will be established for use by eligible members of the bargaining unit who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.

- B. Participation in this Bank shall be voluntary. One day per year of a member's sick time shall be added to the sick bank. A member who wishes to "opt-out" of the sick bank must submit an opt-out form to the Sick Bank Committee during the month of September each year. Notwithstanding the above, for bargaining unit members with more than 3 years of service within the bargaining unit, one day will not be deducted until the sick bank falls below 1,000 days. Teachers who opt-out will not be eligible to receive Sick Leave Bank Benefits for that school year.

The current number of days in the sick bank as of the ratification of this contract will be placed in the agreement for historical purposes.

- CII. At the end of each school year, the remaining balance shall be reconciled with both the Superintendent's office and the Sick Leave Bank Committee. Unused days in the Sick Leave Bank at the end of the school year shall be carried forward to the Sick Leave Bank for the following school year.
- D. A Sick Leave Bank Committee consisting of three (3) members shall administrate the Sick Leave Bank. Two members will be designated by the Association and 1 member shall be designated by the Superintendent to serve at its pleasure. Award of benefits from the Bank requires a majority vote of the full board.
- E. Any initial grant of sick leave by the board shall not exceed thirty- (30) days. If need continues, reapplication to the board may be made for further extensions up to a maximum of thirty (30) each. No more than a total of one hundred-eighty (180) days may be granted to any teacher for any given illness or injury.
- F. A teacher who has received a grant from the Sick Leave Bank will, upon their return to regular teaching duties, receive five (5) sick leave days from the Bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Bank on the last day of school.
- G. Subject to the provision of this Article, the board shall utilize the following criteria in administering the Bank and determining eligibility and amount of leave:
  - 1. Submission of the School Department Health form(s) as required in Section 2 of Article Ten.
  - 2. History of prior utilization of sick leave.
  - 3. No sick days will be awarded from the bank for elective procedures that can be deferred.
- H. The decision of the Sick Leave Bank Board with respect to eligibility and

entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.

- I. Should any portion of this Article be found contrary to law, all other portions will continue in effect.

#### **ARTICLE 14 - SICK LEAVE BUY-BACK UPON RETIREMENT, RESIGNATION OR NON-REHIRE**

- A. In recognition of dedicated service to the children of Woburn, any individual covered by this agreement having served five (5) or more years of continuous service in the Woburn School System may obtain an incentive payment for their final year of work by following the procedure below. This does not apply to an employee who is terminated or leaves for disciplinary purposes.
- B. Eligible individuals who desire to participate in this program will notify the Superintendent in writing by October 1<sup>st</sup> prior to the school year during which or at the end of which the individual intends to retire or resign. In the event it is necessary for a paraprofessional to retire earlier than he/she anticipated for health reasons as documented by a physician, the October 1<sup>st</sup> filing date shall be waived. The accumulated sick leave will be totaled at the beginning of the last year of service and shall be payable up to a maximum of one hundred fifty-two (152) days on their last payday. For the life of this contract, the para-professional will be paid \$70.00 per day.
- C. If the individual having requested the use of this program dies prior to collecting, the payment shall be made to their estate.
- D. 403(B) Plan - Effective September 1, 2001, the Committee and the Association shall establish a 403(B) plan for bargaining unit members according to the following terms and conditions.
  1. In lieu of the Sick Leave Buy Back set forth in this Article, newly hired paraprofessionals commencing with the 2001-2002 school year shall be in this plan.
  2. Any para professional employed by the Committee prior to the 2001-2002 school year has the option of retaining her/his sick leave buy back benefit or electing to participate in this plan.
  3. At the end of each school year, but no later than July 15<sup>th</sup> thereafter, the Committee shall place \$425.00 in the 403B for each participant in this plan if present guidelines are met.

4. To the extent permitted by law, any participant in this plan may designate annually an amount to be contributed to his/her account in this plan via payroll deduction (before taxes), said amount not to exceed that established by federal law and/or tax code.
5. After seven (7) sick days, a \$12/day reduction in the amount placed in the 403(b) will begin. If a para is out nine (9) or more consecutive days and has the appropriate medical form(s) completed, they will not have any deductions taken from their 403(b). Paraprofessionals with good attendance may appeal to the Sick Leave Bank Committee.

#### **ARTICLE 15 – CHILDREN’S SERVICES**

- A. Paraprofessionals may be asked to participate in SST meetings or team meetings during school hours.

#### **ARTICLE 16-GENERAL**

- A. All paraprofessionals covered by this Agreement agree to work (except for excused absences) and the School Committee agrees to pay paraprofessionals for the amount of student days in a given year covered by this Agreement 2018-2019; 2019-2020; 2020-2021; one hundred eighty and a half (180 1/2) days.
- B. The School Committee and the Woburn Teachers Association shall assume financial responsibility for reproducing their own copies of this agreement within thirty (30) days of final signing of this Agreement. Two (2) master copies of this Agreement shall be prepared, one for each party.
- C. There shall be no reprisals of any kind taken against any para professional by reason of his/her membership or non- membership in the Association or participation or non-participation in its lawful activities.
- D. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, statute, or valid regulation, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### **ARTICLE 17 – SENIORITY**

- A. Seniority as well as the needs of the student will be considered when making paraprofessional assignments for the upcoming school year. In the event of a layoff or reduction in force among unit members who have performed satisfactorily during the

previous year, the Administration shall apply the principle of seniority with the least senior paraprofessional being laid off or reduced first.

- B. The non-rehire of a paraprofessional who has not performed satisfactorily during the previous school year will not be considered a layoff or reduction in force for the purposed of this Article.
- C. The Association and the Administration will work together to create an up-to-date seniority list.

Association will maintain the list, with the Administration providing the personnel changes to the Association as they occur. This list will be used for reference purposes only.

- D. A para professional who is not rehired due to layoff or reduction in force will, if he/she chooses, be put on a recall list and, if a position becomes available, he/she shall be considered for the position in order of seniority.
- E. Paraprofessionals who have been laid off will be rehired in order of most senior.

#### **ARTICLE 18 - SCHOOL COMMITTEE RIGHTS**

- A. Subject to the provisions of this Agreement or any supplement thereto, the Committee and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities, to control, supervise, and manage the public schools and their professional staff under governing law, ordinances, rule, and regulations. In all matters under this Agreement calling for exercise of judgement or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, i.e., not arbitrarily, capriciously, or without rational basis of fact except where some other standards of grievability or arbitrability is set forth in this Agreement.

#### **ARTICLE 19 - COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT**

- A. Subject to the provisions of this Contract and except as otherwise provided, the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this contract shall continue to be so applicable for the duration of the contract and shall continue until a successor agreement is reached.

#### **ARTICLE 20 - AGENCY FEE**

- A. As a condition of his/her continued employment by the Committee while this agreement is in effect, every employee covered by this Agreement, if and when not a member in good standing in the Association, shall pay, or by payroll deduction, shall have paid to the Association an agency service fee of 100% of the affiliated dues.
- B. Upon written notification from the Association, the Superintendent shall meet promptly, but in no event later than ten (10) days, with the employee and a representative of the

Association and inform the employee that if the agency service fee is not paid by February 1<sup>st</sup>, a recommendation for non-rehire will be made to the Committee for the next school year.

- C. If the employee pays the agency service fee by February 1<sup>st</sup>, no further action shall be taken. If the employee does not pay the agency service fee by February 1<sup>st</sup>, the Superintendent shall notify the employee that he will recommend to the Committee their non-rehire for the next school year.

**ARTICLE 21 – SALARY SCHEDULE**

Paraprofessional Salary Schedule  
Fiscal 2018 to 2021

Wage Reopener – The City agrees to reopen negotiations of salaries under this Agreement if the Mayor voluntarily negotiates and agreement with another non-school bargaining unit, for a fiscal year covered by this Agreement, greater than the increase provided herein, such reopener to be for the year or years in question.

**ARTICLE 22 – LONGEVITY**

Starting in the 6 <sup>th</sup> year	3%
Starting in the 9 <sup>th</sup> year	4%
Starting in the 12 <sup>th</sup> year	5%
Starting in the 15 <sup>th</sup> year	7%

Starting in the 18 <sup>th</sup> year	8%
Starting in the 21 <sup>th</sup> year	9%
Starting in the 24 <sup>th</sup> year	10%

Paraprofessionals who work as a Woburn paraprofessional and are then hired to teach in Woburn, will keep their seniority, transferring it to the teacher’s unit for longevity purposes only. It is the responsibility of the paraprofessional/teacher to keep documentation that can be verified and notify the business office when eligible for longevity.

**ARTICLE 23 – PROFESSIONAL DEVELOPMENT**

- A. The School Committee and the Association will work together to insure that quality professional development will be available for the paraprofessionals.
- B. The School Committee will provide a training/professional development budget of \$1000 per year to be used for quality professional development for the paraprofessionals, based on Section A above.
- C. A committee composed of the Assistant Superintendent for Curriculum (or his/her designee), Special Education Director, three (3) paraprofessionals appointed by the WTA Paraprofessional Association and one (1) administrator, will review professional development opportunities proposed by the Administration, working towards ensuring that all levels are communicated with and are aware of the professional development. The Committee will meet at least once each year. The Superintendent (or his/her designee) will have final approval. In addition, this Professional Development Committee is established to study the professional learning needs and the technological needs of the employees covered under this agreement. This committee shall make recommendations to the Superintendent regarding improvements in the professional development and technology utilized by the employees covered under this agreement.
- D. All new paraprofessionals will be required to attend a training session within the first 30 days of employment. This training will be either during regular school hours, or paraprofessionals will be compensated at their hourly rate.

**ARTICLE 24 - SUMMER SCHOOL EMPLOYMENT**

- A. Paraprofessionals who are currently working in the City of Woburn will be given priority in the hiring of summer school staff.

**ARTICLE 25 - EARLY RETIREMENT INCENTIVE**

- A. In recognition of dedicated service to the children of Woburn, any paraprofessional

covered by this Agreement who has been employed for fifteen (15) years of service or more years in the Woburn School System may obtain an increase in compensation for her/his final year of employment by following this established procedure. Eligible paraprofessionals who desire to participate in this program will notify the Superintendent by October 1<sup>st</sup> of the fiscal year prior to the fiscal year during which retirement or resignation is intended, of their intention to retire under the provisions of the City of Woburn Contributory Retirement System. If such notice is submitted in writing by October 1<sup>st</sup>, then the paraprofessional (or his/her estate in the event of death) shall be compensated \$6,750.00 dollars upon completion of his/her final year of employment. This money will be pro-rated for part-time paraprofessionals according to their FTE, provided they work twenty (20) or more hours per week. In the event of retirement or resignation forced by documented ill health or other emergency, the aforementioned date of notification shall be waived with payment to be made at the time of retirement.

#### **ARTICLE 26 - PAYROLL DEDUCTIONS, DATA**

- A. The paraprofessionals in the City of Woburn shall be entitled to have their annual dues for the Woburn Teachers Association, the Massachusetts Teachers Association and the National Education Association deducted from their pay. The twelve (12) deductions will be taken from the checks starting in October and will continue until the full amount has been deducted. The appropriate forms will be provided by the Association.
- B. The paraprofessionals in the City of Woburn will be paid on the same days as stated below. The paraprofessionals may opt for twenty-two (22) or twenty-six (26) payments subject to the same provisions as the teachers.
- C. Payroll dates are listed below for regularly appointed paraprofessionals as of September 1, 2014, respectively with each paycheck reflecting 1/26<sup>th</sup> of the annual rate, except that the employees in the Bargaining Unit may elect to receive 1/22<sup>nd</sup> of their respective annual rates over the first twenty-two (22) payroll dates. The last four (4) payments for those continuing the traditional practice of receiving 1/26<sup>th</sup> of the annual rate and the last payment for those electing the twenty-two (22) payment plan shall be paid within one (1) week of the last workday for the paraprofessionals, if possible, but in no event shall the last payments be paid to paraprofessionals later than June 30<sup>th</sup>. The first payroll date shall be the second Thursday of the work year.
- D. Payroll dates for the 2018-2021 schoolyear will be listed in this Contract.

#### **ARTICLE 27 – DURATION**

- A. The contract shall be in full force and effect for a period of three years from September 1, 2018 through August 31, 2021. Negotiations shall begin for a successor agreement not later than October 1, 2020. A request shall be made by the Association to commence negotiations.



## **ARTICLE 28 - SCHOOL CALENDAR**

The school calendar for the paraprofessionals will be sent electronically.

## **ARTICLE 29 - MENTORING PROGRAM**

A mentoring program will be established for the Paraprofessionals. This program is to help new and veteran paraprofessionals who may want assistance in their job.

## **SIGNATURE PAGE**

The signatures below of the representatives of the Woburn Teachers Association Paraprofessionals and of the members of the School Committee indicate that the parties have duly ratified this Agreement. Said Agreement to be in effect from September 1, 2018 to August 31, 2021.

Signed this 11<sup>th</sup> day of June 2019.

**On behalf of the Committee**

**Patricia Chisholm,  
Rick Metters,  
Joe Demers,  
Ellen Crowley,  
Christopher Kisiel,  
Michael Mulrenan,  
John Wells**

**On behalf of the Association**

**Maura White  
Lisa McCabe,  
Paraprofessional Liaison Lynda Peitzsch**