

**AGREEMENT**

**between the**

**SOUTHBOROUGH TEACHERS  
ASSOCIATION**

**and the**

**SOUTHBOROUGH SCHOOL  
COMMITTEE**

**2017-2020**

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## CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE by the SCHOOL COMMITTEE OF THE TOWN OF SOUTHBOROUGH (hereinafter sometimes referred to as the Committee) and the SOUTHBOROUGH TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

## PREAMBLE

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

1. Under the law of Massachusetts, the Committee elected by the citizens of Southborough, Mass., has final responsibility for establishing the educational policies of the public schools of Southborough;
2. The Superintendent of Schools of Southborough (hereinafter sometimes referred to as Superintendent) has responsibility for carrying out the policies so established;
3. The teaching staff of the public schools of Southborough has responsibility for providing in the classrooms of the schools education of the highest possible quality;
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the teaching staff in the formulation and application of policies relating to salaries, and other conditions of employment for teaching staff, and so;
5. To give effect to these declarations, the following principles and procedures are hereby adopted:

## PRINCIPLE I

### Commitment to the Student:

In fulfilling our obligations to the student, we:

1. shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. shall not unreasonably deny the student access to varying points of view;
3. shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. shall not intentionally expose the student to embarrassment or disparagement;
6. shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family social, cultural background unfairly:
  - a. exclude any student from participation in a program;
  - b. deny benefits to any student;
  - c. grant any advantage to any student;
7. shall not use professional relationship with students for private advantage;
8. shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling purpose or is required by law.

## PRINCIPLE II

### Commitment to the Profession:

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, we shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, we:

1. shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. shall not misrepresent his/her professional qualifications;
3. shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
4. shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. shall not assist a non-educator in the unauthorized practice of teaching;
6. shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. shall not knowingly make false or malicious statements about a colleague;
8. shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

## ARTICLE I

### RECOGNITION

- A. For the purpose of collective bargaining with respect to salaries, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining representative of all professional employees of the Committee including teachers, tutors, guidance and adjustment counselors, Occupational Therapists, Physical Therapists, Speech and Language Therapists, Behavioral Therapists and school nurses (such employees as defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) excepting however, excluding the Principals, the Director of Student Services, Director of ELL, Nurse Leader, Assistant Director of Student Services, Director of Curriculum, Director of Technology, Superintendent, Director of Business, and the Assistant Superintendent.
- B. Subject to the provisions of the Contract the salaries 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.
- C. The Committee reserves the right to continue to contract Occupational Therapists, Physical Therapists and Speech Therapists based on the needs of students only if after posting they cannot fill the position. Posting timelines may be shortened or waived by the parties if there are extenuating circumstances.

## ARTICLE II

### DUES DEDUCTION/AGENCY FEE

The Committee hereby accepts the provisions of Section 170 of Chapter 180 of the General Laws of Massachusetts and in accordance therewith shall certify to the Treasurer of Southborough all payroll deductions for payment of dues to the Association duly authorized by employees covered by this Contract.

Employees may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education of an amount, which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty days.

### Agency Fee

Members of the bargaining unit who are not members of the Association shall be required to pay the agency service fee. Said fee shall be in the amount and be implemented as prescribed under Massachusetts General Law, Chapter 150E and the regulations of the Massachusetts Labor Relations Commission.

The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

It is understood that the deduction of the agency service fee may be made by the School Committee, with the person's written permission, through its Treasurer, pursuant to Massachusetts General Law, Chapter 180, §17b.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this Agreement.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved teacher and to the President of the Association shall permit the aggrieved teacher or teachers to proceed to the next step.
- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. No reprisals of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any member of the Personnel Committee of the Association, or any other participant in the grievance procedure by reason of such participation.
- E. A grievance that affects a group or class of teachers from a different building or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.
- F. If any teacher covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- G. When a grievance arises, the grievance must be filed within twenty (20) calendar days from the day of the event upon which the grievance is based or from the date when the teacher had or should have had knowledge of the event.

### Level One

A teacher with a grievance shall present it to the building Principal within twenty (20) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

## Level Two

- (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved teacher at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within five (5) school days of the disposition under Level One.
- (b) The Superintendent shall represent the School Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or a designee shall meet with the aggrieved teacher and the said Principal in an effort to settle the grievance. The aggrieved teacher shall have the right to be represented by a member of the Association at this level.
- (c) If the subject matter of the grievance involves any action of the Superintendent or building Principal pursuant to Chapter 71, Sections 38, 40, 41, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the Association within ten (10) school days after the Level Two meeting may initiate arbitration by giving written notice of its intention to the Superintendent.

## Level Three

In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting, or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance.

## Level Four

- (a) In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
  - (b) The arbitrator shall be without power or authority to modify or alter the terms of this Agreement.
  - (c) The decision of the arbitrator shall be in writing.
  - (d) This decision shall be final and binding on both parties.
  - (e) The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.
- H. Only a single grievance, or two or more grievances involving the same issue, may be included in any demand for arbitration, unless expressly agreed to in writing by the parties.



## ARTICLE IV

### STAFFING REQUIREMENTS

The Association commends the Committee and the Administration for long recognizing that the essential ingredient in a quality program is an adequate number of competent classroom teachers and a realistic and workable class size. The Association also recognizes that the following proposed staffing ratio is in no way intended to inhibit innovation, experimentation, large group instruction for specific and valid educational purposes, and effective operating programs such as team teaching. It further recognizes the courageous and consistent leadership of the Committee and the Administration in planning and executing building programs that have and will continue to provide adequate physical space.

The ratios will adhere to the School Committee's Class Size policy when feasible:

K, 1, 2	16-18
3, 4, 5	18-20
6, 7, 8	16-18

## ARTICLE V

### PREPARATION AND PLANNING PERIODS

- A. All teachers shall have, in addition to their lunch period, an average of at least one preparation period per day.
- B. A team planning period may be substituted for one of the five (5) preparation periods when deemed necessary by the Administration.
- C. Teachers will not be required to substitute in the event a regular substitute cannot be found. When a regular teacher voluntarily agrees to serve as a substitute during his/her preparation period, said teacher will be paid an additional fourteen dollars (\$14.00) for each period substituted. Such arrangements will be made by the Principal of the school.

## ARTICLE VI

### SPECIALISTS AND SPECIAL PROGRAMS

- A. The Committee and Administration have long recognized that a quality education requires an adequate number of competent specialists in addition to regular classroom teachers. It is recommended that the following qualified specialists should be employed by the Southborough School System:

- Adjustment Counselors
- Guidance Counselors
- Reading (Remedial and Developmental)
- Art
- Physical Education



Music (Vocal and Instrumental)  
School Nurse  
Technology Integration Specialists  
Library Media Specialists  
School Psychologists  
Speech Teachers  
Occupational Therapists

## ARTICLE VII

### OPERATIONAL CONDITIONS

#### A. School Year

1. The work year for teachers will be one hundred and eighty-five (185) days as scheduled by the School Committee. Scheduled days, which are cancelled, for reasons of an emergency nature will not be considered part of the required days listed above.
2. The day before Thanksgiving shall be a half-day for students and teachers. The day before Winter vacation and the last day of classes **may** be half-days for students but teachers will be required on such days to engage in professional activities after the students' departure to the extent required by State school-day regulations.
3. Teachers shall not be required to work Saturdays except by mutual agreement between the Association and the School Committee.

#### B. School Day

1. It has been the policy of the School Committee not to stipulate the time teachers should arrive at school or at what time they should leave. It is agreed that teachers as professionals should be aware of their responsibility to be in their classrooms when their students arrive and their responsibility to be available to students for make-up work and special help when this is needed. The practice of handling this in a professional manner shall be continued.
2. The length of the school day shall not be increased or decreased without mutual consent of the Association and the School Committee unless otherwise required by the State Department of Education.

#### C. After-School Meetings

1. The Southborough Teachers Association and the Southborough School Committee each recognize their crucial role in fostering constructive and cooperative interactions with parents and community members.

2. Teachers are expected to keep parents informed of students' progress completing all written reports fully and accurately, making special presentations, and displaying sensitivity to the needs and expectations of the student. Teachers will continue to establish effective home school partnerships, in appropriate ways, while maintaining professional boundaries.
3. Teachers are required to reserve one afternoon a week, designated by mutual agreement, for staff meetings, policy formulation, curriculum planning and revision, evaluation, and instructional purposes. A morning meeting may be substituted for an afternoon meeting provided the decision to hold a morning meeting is mutually agreed upon by staff and administration. Nothing in this section shall prohibit additional meetings required in the team teaching program.
4. Teachers will continue to meet with parents before school, after school, and during planning periods. It is important that demands on teacher time be reasonable. Building principals may grant additional morning or afternoon release time to individual teachers when the need for parental conferences warrants it.
5. Release Time
  - a. There shall be made available released time from 12 noon to 3 p.m. four times per year for parent teacher conferences and other professional purposes as determined by building principals **and in coordination with District and school calendars.**
  - b. Additional release time days may be granted by the School Committee in response to administrative proposals expressing a need for such meetings. Professional development days cancelled due to weather will be made up after the students' 180 day school year is completed.
  - c. The President of the Southborough Teachers Association will be released from teaching and non-teaching duties one (1) day per month. Scheduling of the released days shall be worked out between the President and his/her immediate administrator. Additional time may be provided at the discretion of the immediate administrator.
6. Evening Meetings: Members of the bargaining unit shall be required to attend three (3) evening meetings per school year. Two (2) of these evening meetings shall be for parent/teacher conferences. The remaining required meeting shall be for curriculum presentations. The Superintendent will monitor administrative compliance with this provision.

#### D. Lunch Period

All teachers shall have a daily duty free lunch period of 30 minutes.

- E. All non-teaching building duties shall be distributed on a fair and equitable rotating basis among all members of the bargaining unit by mutual agreement between the administration and the association.
- F. The Southborough School Committee and The Southborough Teachers Association reaffirm their commitment to shared decision making in providing meaningful professional development opportunities for all educators.

## ARTICLE VIII

### NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree to limit as far as possible the following non-teaching duties.

- A. Selling and collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.
- B. Duplicating instructional or other material, keeping registers and other cumulative record cards, preparing the non-academic sections of the report cards and other similar clerical functions.
- C. Teachers will not be required to drive pupils in private vehicles for any school related activities.
- D. Nothing in the above sections particularly Section B, is intended to relieve the teacher of the professional responsibility for selecting instructional material, selecting items for tests, determining the proper academic grade for each pupil, determining the proper comments to be included in the cumulative record card and similar professional judgments.

## ARTICLE IX

### TEACHING ASSIGNMENTS AND TRANSFERS

- A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be hired or assigned except in accordance with the regulations of the Department of Elementary and Secondary Education (DESE).
- B. Teachers shall be notified in writing of any change in their assignments for the ensuing school year as soon as possible, but not later than the end of the preceding school year. No teacher shall be transferred without consent except as provided herein, Article IX, Sections C, D, and E below.
- C. Teachers **pursuing** a change in grade, school and/or subject assignments shall **provide** a written statement of **interest** with the Superintendent of Schools no later than **January 15<sup>th</sup>**.
- D. In the determination of assignments and transfers, qualifications, convenience, and wishes of the individual teacher will be **considered** to the extent that these **requests** do not conflict with the instructional requirements and the best interests of the school system and pupils.
- E. When the transfer of teachers in the Southborough School System is necessary, those qualified teachers applying in Section C (above) shall be given serious consideration. No involuntary transfer shall occur until the teacher has had an opportunity to discuss the matter with the Superintendent.

## ARTICLE X

### REDUCTION IN FORCE AND RECALL

**A. In the event that a reduction in the number of teachers with professional teacher status (PTS) is deemed advisable by the Superintendent, the following rules shall apply in the determination of which teachers are to be laid off:**

- 1. Teachers with PTS shall not be laid off if there is a teacher without PTS whose position the teacher with PTS is qualified to fill.**
- 2. Reduction in force of a teacher with PTS within the targeted disciplines shall be based on a teacher's job performance and the best interest of the students, which is defined as the teacher's most recent summative overall evaluation ratings as compared to other teachers' most recent summative overall evaluation ratings (with ratings of Meets the Standards of the Southborough School District for evaluations prior to 2013-2014). Proficient and Exemplary will be considered equal.**
  - a. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. If there is still a tie, versatility and/or licensure will be the determining factor. A teacher's placement on the salary schedule shall not be a factor in the consideration of layoffs.**
- 3. Seniority shall be defined by the length of uninterrupted service in full-time equivalent years and days working under a valid license, from the most recent commencement of service. A seniority list by name shall be provided to the Association by November 15. Disputes over the list shall be submitted to the Superintendent within 30 calendar days of distribution. The Superintendent will respond in writing within 30 calendar days.**
- 4. Unpaid leaves of absence shall not cause an interruption in seniority, but shall not be counted toward credit. Professional status teachers who face the prospect of employment termination, as a result of a reduction in force, shall be informed in writing by May 1 of the school year preceding the anticipated reduction, when feasible.**
- 5. Teachers with professional teacher status who have been reduced shall be eligible for continued participation in group insurance plans at their own expense to the extent provided by federal (COBRA) regulations.**

#### **B. Teacher Recall Procedures**

**In the event of a layoff or a reduction in force, teachers who have been rated Proficient or Exemplary at the time of layoff are eligible for recall. No new employee shall be hired for a permanent position until such time as every**

**eligible employee on the recall list has been given an opportunity to apply in writing to fill the vacancy.**

- 1. The Superintendent shall maintain a complete list of all professional personnel formerly under the contract who are, by virtue of declining student enrollment and/or school closings, dismissed. It is the applicant's responsibly to furnish current information and an updated resume.**
  - a. A teacher's name shall be maintained on the recall list until the September 1<sup>st</sup> two years after the date on which the layoff occurs. Personnel on this list are encouraged to provide notification if they no longer wish to be considered for recall.**
  - b. Names still listed at the end of the recall period will be dropped.**
  - c. Individuals who refuse a job offer (of equal FTE) will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.**
  - d. When a vacancy occurs, the personnel department will notify each qualified former employee on the recall list by mail that a vacancy exists. Those interested must express this interest in writing within a 14-day calendar period from the date of the notification's postmark.**
- 2. Upon recall, employees shall advance one step on the salary schedule, provided that they are employed by the District (90) days in the year directly preceding their layoff, and have satisfied all other contractual requirements. PTS returning to service shall have their accrued sick days and seniority restored. Any teacher with professional teacher status electing to be placed on such recall list will be deemed to have waived his hearing rights under MGL, Chapter 71, Section 42. This section does not abrogate the teacher's right to the grievance procedure as described herein.**

## ARTICLE XI

### VACANCIES AND PROMOTIONS

- A. Whenever any vacancy of more than eight (8) weeks in a professional position occurs during the school year (September to June), including those outside the bargaining unit, it will be adequately publicized by the Superintendent via electronic formats at least ten (10) school days prior to the appointment. Postings will include the length of anticipated vacancy, qualifications and salary by contract.**
- B. All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background and other attainments of all applicants.**
- C. Neither the Committee nor the Association will discriminate against any employee covered by this agreement because of race, color, religion or religious creed, national or ethnic origin, age, disability or handicap, sex or gender, gender identity, sexual orientation, military or**



**Veteran's status, genetic information, or any other characteristic protected under applicable Federal, State or local law.**

## ARTICLE XII

### TEACHER EVALUATION

- A. 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 him/her during such review.
- B. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review that material. **The employee's singular personnel file is maintained by the Superintendent's Office.** The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding any teacher made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the teacher.
- D. All observations of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Teachers will be shown any evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors.
- E. The Southborough Evaluation Instruments are hereby incorporated into this Agreement by reference. **They will be available on the District's website under Staff Resources.** Any substantive changes must be ratified by both parties. **Tutors will be evaluated based on the tutor's evaluation instrument.**
- F. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, provided, however, that the right to discharge a teacher without professional status because of unsatisfactory work performance will be within the sole discretion of the Administration, as will the determination as to what constitutes unsatisfactory work performance. Unsatisfactory work performance as used in this Article refers to those matters included in the teacher's personnel file.

## ARTICLE XIII

### SCHOOL FACILITIES

- A. Each existing school will provide the following facilities provided no physical alterations are necessary.
- B. In planning new buildings, these facilities shall be incorporated in the plans.
  - 1. Space in each classroom in which teachers may safely store instructional materials and

supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. This room will be in addition to the above mentioned teacher work area.
4. A separate dining area for the exclusive use of the teachers.

#### ARTICLE XIV

##### USE OF SCHOOL ATHLETIC FACILITIES

- A. Association members shall be entitled to use the school athletic facilities without charge during non-school hours.
- B. Members will be subject to the following responsibilities and restrictions.
  1. The member or members using the school facilities will be held responsible for any damages to school property or equipment.
  2. Use of the school facilities shall be secondary to and shall in no way interfere with or hinder the normal functioning of the school program.
  3. The facilities shall not be exploited for private gain.
  4. Permission from the respective principal shall be obtained prior to use.

#### ARTICLE XV

##### SICK LEAVE

Teachers will accrue thirteen (13) days of sick leave as of the first day of the school year. Use of sick leave shall be without loss of pay. Sick time accrual shall be prorated for unit members on unpaid leave or hired after the start of the school year.

Total sick leave shall be cumulative up to one hundred forty-five (145) days.

Deductions for excused absences beyond the allowable sick leave, or for other causes, shall be computed at the rate of 1/185th of the annual salary for each day to be deducted. Salaries obtained from extra-curricular activities will not be included in the deduction.

In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Superintendent will require the filing of a doctor's certificate, or the Superintendent may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination to be at the Committee's expense.

#### ARTICLE XVI



## SICK BANK

The sick leave bank shall be administered by the Sick Bank Committee. This committee shall consist of five (5) members of the Association plus four (4) members of the Administration appointed by the Superintendent. All members of the Sick Bank Committee shall be entitled to one (1) vote.

1. Assistance is aimed at those individuals who have long-term, terminal, and/or serious extended illness or accident which results in the exhaustion of accumulated sick leave.
2. Funding of the bank will be at the rate of two (2) days per member annually. **Members who are employed fifty-percent (50%) or less will donate one (1) day per member annually.**
3. Individual petitions will be presented to the Sick Bank Committee by interested parties.
4. When the sick bank falls below two hundred fifty (250) days accumulation, each member will then contribute one (1) more day, to be deducted from his/her yearly sick day credit.
5. First year employees are not eligible for sick bank.
6. Second and third year employees can match the number of their remaining sick days (i.e. if an employee has 11 days left, he/she is eligible for 11 days from the sick bank).
7. In special circumstances, the Superintendent may agree to allow sick bank.
8. Petitioner or his/her representative must present pertinent medical data and proof of illness. A response to any petitioner will be forwarded within two weeks.
9. All decisions by the Sick Bank Committee will be by simple majority vote.
10. All petitions are to be held in strict confidence within the confines of the Sick Bank Committee only.
11. Employees who have exhausted their own sick leave because of an injury covered by workers' compensation are not entitled to draw additional sick leave from the bank to supplement workers' compensation payments.
12. It is understood that an employee may not simultaneously receive benefits from the town's long-term disability insurance and the Sick Bank.

## ARTICLE XVII

### TEMPORARY LEAVE OF ABSENCE WITH PAY

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year.
  1. Personal Leave - A total of three (3) days of absence may be taken for legal, or personal business, or household or family matters which require absence during school hours.

Application for personal leave will be made to the Principal at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section. Personal days may not be taken immediately preceding or following a vacation or holiday. **In special circumstances the superintendent may authorize the use of personal leave days immediately preceding or directly following holidays and vacations.** Under no circumstances shall said days be used to extend a vacation or holiday. **Requests for personal time to be taken after May 15 shall state a reason for the request and be approved by the Superintendent of Schools no less than 48 hours prior to the dates requested for personal leave. If the School Committee should change the school calendar to one where classes are held on days currently designated as religious holidays, either party may request to impact bargain over the change.**

2. Educational Leave - Temporary leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature will be allowed, but limited to not more than ten percent of, or one member from, each building faculty on any given day. Application will be made to the Principal on the provided form at least one (1) week in advance.
3. Bereavement - Up to three (3) school days at any one time in the event of the death of a teacher's spouse, child, grandchild, parent, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, sibling, significant other, or other member of the immediate household. Teachers will be granted one (1) day at any one time in the event of the death of a teacher's brother-in-law, sister-in-law, uncle, aunt, niece, nephew, or cousin. If additional days for bereavement are required, they may be granted at the discretion of the Superintendent of Schools to be charged to accrued sick leave.
4. Family Illness - Teachers will be granted up to five (5) days per year in the event of illness requiring bedside or household attention for the teacher's spouse, child, father, mother, or other member of the teacher's immediate household. Additional days per year may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section shall be deducted from sick leave.
5. Religious Holidays - Bargaining unit members may be granted up to three (3) days each school year to observe recognized major religious holidays of the religious faith to which such members belong, when such holiday falls upon a day when school is in session. The Superintendent of Schools shall be the final arbiter of what is **recognized as any "Bona Fide or Sincerely Held religious beliefs."** **Notification must be provided to the Superintendent at least (10) school days in advance of the holiday.** In no case will the absence be approved with less than **48 hours'** notice. Approved absence for such religious holiday shall not be deducted from personal leave or sick leave.
6. Parental Leave - Teachers will be granted up to (10) days in the event of a birth, adoption, or foster care placement. Five (5) additional days may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section shall be deducted from sick leave. Nothing in this section shall be construed so as to limit any benefit available pursuant to the Family and Medical Leave Act (FMLA) of the Massachusetts Maternity Leave Act (MMLA). Any leave granted under this section shall run concurrently with an approved FMLA or MMLA leave.

- B. Leaves taken pursuant to Section A 1-3 will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute.
- C. One day Professional Association Leave with pay annually for up to four (4) Association members to attend the MTA Annual Convention.

## ARTICLE XVIII

### SABBATICAL LEAVE

- A. Sabbatical leaves may be granted to members of the Association as part of an organized program of professional advancement or versatility which has been submitted in writing to the Superintendent and approved by the Superintendent. Such programs must be designed to improve the quality of education in Southborough and to increase the benefits accruing to the pupils.
1. The employee shall have completed at least seven (7) consecutive full school years of employment.
  2. No more than one (1) member of the teaching staff will be absent on sabbatical leave at any one time.
  3. Requests or notification of intention for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than November 11, and action must be taken on all requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.
  4. In the event that more than one application is received the applications will be evaluated upon the following factors:
    - a. the educational value of proposed program to the Southborough Schools
    - b. the quality of past performance by the employee
    - c. the length of service by the employee
- B. Upon return to employment the teacher shall be placed on the appropriate step in the salary schedule as though such employee had not been on leave.
- C. The employee will agree in writing that upon termination of leave he/she will return to service in the Southborough Schools for a period equal to twice the length of such leave and that in default of completing such service, he/she will refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- D. Employees on sabbatical leave for one full school year shall be paid 40% of their regular salary for that school year providing that such payment, when added to grants received, does not exceed the present salary. Employees on sabbatical leave for ninety (90) consecutive school days shall be paid 70% of their regular salary for the school year provided that such payment, when added to grants received, does not exceed the present salary. This 70% shall comprise the total compensation to the employee for that year.

## ARTICLE XIX

### EXTENDED LEAVES OF ABSENCE WITHOUT PAY

The provisions of this Article are applicable to Professional Status teachers only. However, the School Committee in its discretion may apply the provisions of this Article to non-Professional Status teachers.

- A. A Leave of Absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time teacher in any of such programs. Upon return from such leave, a teacher will be considered as if he/she had been actively employed by the Committee during the leave, and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Military leave will be granted to any teacher with one (1) year's service in Southborough who is inducted, or enlists because induction is imminent, into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of three (3) years.
- C. Parental Leave
  - 1. Parental leave of up to two (2) years will be granted without pay or increment, except as provided under Section 3 of this article, beginning when such leave is taken. A teacher must return within two (2) years from the date when parental leave began. A teacher desiring such a leave shall notify the Superintendent of the intent ninety (90) days prior to the due date. Appropriate medical evidence of fitness may be required by the School Committee prior to return from such leave.
  - 2. Such parental leave shall not affect the employee's right to receive length of service credit, benefits, plans or programs for which he/she was eligible at the date of the leave.
  - 3. A teacher returning from parental leave who has taught ninety three (93) or more days of the year of the leave will be placed on the next step of the salary schedule.
  - 4. Teachers must return at the beginning of a school year unless otherwise agreed to by the School Committee.
- D. Leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.
- E. A leave of absence without pay for up to two (2) full years may be granted upon request.
- F. All benefits as enumerated in Sections A, B, C, D, and E above to which a teacher was entitled at the time his/her leave of absence commenced, including, but not limited to, unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position with proper placement on the salary schedule and tenure status.

G. All requests for leave will be applied for and granted in writing.

H. Teachers are to notify the Superintendent of Schools on or before **January 15<sup>th</sup>** of the school year preceding the school year in which they wish to return. Failure to respond by **January 15<sup>th</sup>** will result in the forfeiture of the teacher's position and shall be considered a voluntary resignation. The leave granting document shall contain **the notification of intent to return information and** forfeiture provisions of the collective bargaining agreement and acceptance of this provision shall be a condition of the leave.

## ARTICLE XX

### PROFESSIONAL DEVELOPMENT POOL

The Committee agrees to establish a professional development incentive program in the amount of \$35,000. The funds in this Professional Development Pool will be made available to bargaining unit members for professional development purposes. A committee consisting of two (2) Association representatives and two (2) members of the **Superintendent's Office** representing the Committee shall determine annual goals and distribution of said funds. **The deadline for requesting reimbursement of said funds is June 1.**

**Professional leave may be granted to attend workshops, conferences, seminars and visitations. These activities must be directly related to the teacher's present responsibilities and aligned with the District and School Strategic Plan. Prior approval by the building principal and Superintendent is required. All requests should include a description of the course and a completed application form ten (10) days prior to the event.**

## ARTICLE XXI

### TEXTBOOKS

The School Committee agrees that recommendations for selection, changes, revisions, and purchases of textbooks shall be made by the teacher or teachers concerned, the Principals and the Superintendent.

ARTICLE XXII  
SCHEDULE A- SALARY

FY 18 2%

	BA	BA+15	MA	MA+18	MA+36/CAGS	M+60
0	\$46,984	\$48,734	\$50,870	\$52,778	\$54,487	\$56,764
1	\$49,776	\$51,528	\$54,257	\$56,171	\$58,029	\$60,457
2	\$52,569	\$54,322	\$57,642	\$59,565	\$61,569	\$64,150
3	\$55,362	\$57,116	\$61,030	\$62,957	\$65,110	\$67,843
4	\$58,153	\$59,911	\$64,416	\$66,351	\$68,651	\$71,536
5	\$60,945	\$62,705	\$67,802	\$69,744	\$72,191	\$75,229
6	\$63,737	\$65,497	\$71,190	\$73,137	\$75,732	\$78,923
7	\$66,530	\$68,292	\$74,576	\$76,530	\$79,272	\$82,615
8	\$69,322	\$71,086	\$77,963	\$79,923	\$82,814	\$86,308
9	\$72,114	\$73,881	\$81,350	\$83,317	\$86,353	\$90,001
10	\$74,907	\$76,674	\$84,737	\$86,709	\$89,895	\$93,694
11	\$77,699	\$79,468	\$88,123	\$90,103	\$93,435	\$97,389



FY 19 2%

	BA	BA+15	MA	MA+18	MA+36/CAGS	M+60
0	\$47,924	\$49,708	\$51,888	\$53,833	\$55,577	\$57,899
1	\$50,772	\$52,559	\$55,342	\$57,295	\$59,189	\$61,667
2	\$53,620	\$55,409	\$58,795	\$60,756	\$62,801	\$65,433
3	\$56,469	\$58,258	\$62,250	\$64,217	\$66,412	\$69,200
4	\$59,316	\$61,109	\$65,704	\$67,678	\$70,024	\$72,966
5	\$62,164	\$63,959	\$69,159	\$71,138	\$73,634	\$76,734
6	\$65,011	\$66,807	\$72,614	\$74,600	\$77,247	\$80,501
7	\$67,860	\$69,658	\$76,068	\$78,060	\$80,858	\$84,267
8	\$70,709	\$72,508	\$79,522	\$81,522	\$84,470	\$88,034
9	\$73,556	\$75,358	\$82,977	\$84,983	\$88,080	\$91,801
10	\$76,405	\$78,208	\$86,431	\$88,443	\$91,693	\$95,568
11	\$79,252	\$81,058	\$89,885	\$91,905	\$95,304	\$99,336

FY 20 2%

	BA	BA+15	MA	MA+18	MA+36/CAGS	M+60
0	\$48,882	\$50,702	\$52,926	\$54,910	\$56,689	\$59,057
1	\$51,787	\$53,610	\$56,449	\$58,441	\$60,373	\$62,900
2	\$54,693	\$56,517	\$59,971	\$61,971	\$64,057	\$66,741
3	\$57,598	\$59,423	\$63,495	\$65,501	\$67,740	\$70,584
4	\$60,503	\$62,331	\$67,018	\$69,032	\$71,425	\$74,426
5	\$63,407	\$65,238	\$70,542	\$72,561	\$75,107	\$78,268
6	\$66,312	\$68,143	\$74,066	\$76,092	\$78,792	\$82,111
7	\$69,217	\$71,051	\$77,589	\$79,621	\$82,475	\$85,953
8	\$72,123	\$73,958	\$81,112	\$83,152	\$86,159	\$89,795
9	\$75,027	\$76,865	\$84,637	\$86,683	\$89,842	\$93,637
10	\$77,933	\$79,772	\$88,160	\$90,212	\$93,526	\$97,479
11	\$80,838	\$82,679	\$91,683	\$93,743	\$97,210	\$101,323

**The Doctorate Degree awarded from an accredited college or university will be compensated at the rate of 1.04% of the appropriate step of the M+60 scale.**

**Upon initial employment, full credit will be given for previous consecutive public school teaching experience, which directly precedes the date of employment by the District or at the discretion of the Superintendent.**

**Beginning teachers shall receive full credit for a partial year providing they have taught ninety-three (93) school days. A total of five (5) days of substitute teaching at the level of which the person is being hired may be included in the ninety-three (93) total.**

**During their first three years of employment, new teachers are required to successfully complete a course, provided by the district and approved by the Superintendent, dealing with effective teaching strategies. (Note: this provision is subject to funding)**

**A. Course approval and reimbursement**

1. All teachers are required to receive prior approval for any courses taken that may apply to advancement on the salary schedule lanes.
2. A "Request for Approval Form" and appropriate documentation, which includes course descriptions, must be completed and submitted to and approved by the Superintendent of Schools prior to the start of the coursework.
3. All coursework submitted for reimbursement and advancement in lanes must be taken at an accredited institution for graduate studies or be identified as courses receiving approved "in-District credit."
4. Teachers must submit an official transcript when applying for a move in lanes. No advancement of lanes on the salary schedule will be made without a copy of the official transcript.
5. Approval for 12 on-line credit hours per school year will be granted. Additional on-line coursework may be submitted for approval by the Superintendent of Schools.
6. Courses will not be counted more than once towards the completion of a degree or salary schedule advancement. All grades must meet the particular school's requirement for graduate credit. The statement of purpose must align with the District's Strategic Plan, school improvement plans or professional development plans. Course descriptions and proposed institution of learning should be identified at the time of application for approval.

**B. Bachelor's Degree Plus Fifteen (15) Semester Hours**

1. Teachers who have accumulated fifteen (15) semester hours in an approved graduate program leading to a Master's Degree will be eligible for this salary schedule.

**C. Master's Degree Plus Eighteen (18) Semester Hours**

1. Teachers requesting placement on Master's Degree plus eighteen (18) salary scale must have completed eighteen (18) hours towards a CAGS or equivalent program approved by the Superintendent.
2. Teachers who have qualified for Section B under this Article may transfer up to six (6) semester hours of accumulated credits towards a Master's Degree Plus Eighteen (18) credits with the approval of the Superintendent after earning a Master's Degree.
3. Only credits earned after completion of a Master's Degree are applicable for lane change to MA+18, MA+36/CAGS or MA+60.

**D. C.A.G.S or Equivalent**

1. The equivalent shall meet the following criteria:
  - a. A minimum of thirty-six (36) hours must be obtained as follows:

- (1) 24 semester hours in an area of concentration (for example, but not limited to, Language Arts, Social Science, Guidance-Psychology, or Physical Sciences).
  - (2) 12 optional semester hours in areas related to the teacher's field of instruction.
2. An approved second Master's Degree is considered to fully qualify a person for this salary level.
  3. Teachers with a Master's Degree may also achieve placement on the "Advanced Study" column of the salary schedule by the following procedure.
    - a. Prepare a detailed program of study which includes thirty-six (36) credit hours in a discipline which the teacher feels would advance his/her professional career and would be of value to the Town of Southborough. The statement of purpose must align with the District's Strategic Plan and/or school improvement plans. Course descriptions and proposed institution of learning should be identified at the time of application for approval.
    - b. Submit this program to the Superintendent for approval. The Superintendent will respond to the program submitted within two (2) weeks.
    - c. Negotiate any revisions suggested by the Superintendent.
- E. Teachers with a CAGS or Equivalent may advance to the M+60 level by the following procedure:
1. All 24 additional credits needed for placement on this schedule must be current and relevant.
- F. Increment to be paid as teacher advances to proper step at that time (September).
- G. Teachers will be granted three (3) in-district credits toward lane change for course work required for SEI endorsement if they have not paid tuition.
- H. Teachers shall notify the Superintendent by August 1, each year as to any change in the method of payment for the following year. The method of payment shall be either:
1. Twenty-six (26) equal payments occurring every other week beginning in September each year and ending in August, with the option of receiving a lump sum payment in June, after the last day of school, providing a thirty (30) day notice has been given.
- Or
2. Twenty-one (21) equal payments occurring every other week beginning in the second week of September each year and ending by the third week of June.
  3. All employees will be required to enroll in direct deposit.

## SCHEDULE B - STIPENDS

A. Head Teacher, Team Leader, Subject Matter Specialists, and Mentor Coordinator will be posted every three years. All other positions in addition to teaching will be posted annually by **April 15<sup>th</sup>**. **Appointments will be made whenever possible by June 1.** Job descriptions will be developed by the Administration and will be made available at the time of posting.

1. There shall be no position of Head Teacher in any building where an Assistant Principal has been assigned. In the event there are 10 or more teachers on a team, there will be two team leader positions each with a full stipend. In the event a principal is absent for a significant period of time, or if there are extenuating circumstances, the head teacher, Superintendent and the Association will meet and discuss an additional stipend.
2. Each person appointed to the following positions will be paid for such administrative and instructional assistance as indicated:

Head Teacher	<b>\$2,200</b>
Team Leader	<b>\$2,400</b>
Subject Matter Specialist	<b>\$2,000</b>
Mentor	<b>\$500</b>
Mentor Coordinator	<b>\$1,500</b>

3. A stipend will be paid for the following positions on a yearly basis as indicated:

Interscholastic Sports	\$2,050
Middle School Coach	1,050
Elementary Coach	1,050
Year Book Advisor	1,550
Student <b>Government</b> Advisor	1,550
Career Day Coordinator	800
Newspaper Advisor	1,050
Math Team Coach	1,050
Cheerleading	1,050
Literary Magazine	1,050
Approved Clubs	1,050
Video Club Advisor	1,050
Talent Show	1,050
CARE Coordinator	1,050
Open Circle Coordinator	800
Overnight Chaperone	125 night
(for example: Stone, DC)	

4. Services performed in conjunction with school plays or musicals will be paid according to the following schedule.

**DRAMA**

Director	\$1,150
Assistant Director	1,150
Technical Director	650
Set Designer	550
Costumer	450

**MUSICAL**

Director	\$1,150
Assistant Director	1,150
Technical Director	650
Music Director	550
Choral Director	550
Pianist	450
Choreographer	550
Set Designer	550
Costumer	450

5. Additional music positions.

Big Band Director	\$1,550
Stage Band Director	1,350
Neary Chorus	600
4th Grade Band Director	550
5th Grade Band Director	550
Neary Orchestra	600
Chamber Ensemble Director	400
Chamber Ensemble Coach	150

The School Committee will provide funds and stipends for activities at the **middle and elementary** levels designed to enhance the curriculum **and support extracurricular activities that meet the needs of the students.** The annual activities will be determined at the school level under the direction of the building administration, based on the number of minimum meetings, and compensated as follows.

<b>Club Category A: Club meets seasonally, approximately 12 times during the year, or 10 to 25 hours per club. Advisor mostly monitors meetings.</b>	<b>Club Category B: Club meets per semester, approximately 26 to 50 hours per club. Advisor conducts meetings and activities.</b>	<b>Club Category C: Club meets throughout the year, in excess of 50 hours. Advisor conducts meetings and oversees all activities.</b>
<b>\$300</b>	<b>\$600</b>	<b>\$900</b>

**Note: Subject to funding**

## B. Workshops

Salary for conducting workshops whether during the school year or during the summer will be paid according to the following schedule:

Participant.....\$27.50 per hour

Participation in curriculum workshops will be voluntary.

## C. Travel Allowance (Mileage Allowance)

Bargaining unit members who are required to use their personal vehicles in fulfilling their daily and/or weekly assignments shall be compensated for travel related expenses in accordance with the following mileage payment schedule:

<u>Frequency of Travel</u>	<u>Annual Payment</u>
1 day	\$150.00
2 days	200.00
3 days	250.00
4 days	300.00
5 days	350.00

Members of the bargaining unit who are required to travel from one building to another building to fulfill their next teaching assignment shall be provided with at least twenty minutes, exclusive of their duty-free lunch period, between such scheduled assignment and completion of their previous assignment.



SCHEDULE C - LONGEVITY PAY

- A. Bargaining unit members will receive longevity payments for their years of service to the Southborough School System in accordance with the following schedule:

13th year through 15th year	\$ 500
16th year through 20th year	1,150
21st year through 25th year	1,250
26th year through 30th year	1,350
31st year and beyond	1,600

## ARTICLE XXIII

### PROTECTION

- A. Teachers will immediately report in writing to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
- 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. If criminal or civil proceedings are brought as the result of an assault involving a teacher in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceeding if he/she requests such assistance subject to the following qualifications.
  - 1. Need for counsel must occur during the term of the teacher's employment contract.
  - 2. When the teacher is the plaintiff or defendant, the Committee will pay the cost of the counsel only if the teacher prevails.
  - 3. If the teacher is acting as a witness only, the Committee will not provide or pay for counsel. No deduction will be taken from the teacher's pay for time spent acting as a witness.

## ARTICLE XXIV

### ANNUITIES

The Southborough School Committee, in accordance with Chapter 71, Section 37B of the Massachusetts General Laws, agrees to enter into a written agreement with any of its employees to purchase an individual or group annuity contract for such employee.

## ARTICLE XXV

### INCENTIVE PAY PLAN

Teachers in the Southborough School System may submit to the Superintendent, on an annual basis, proposals for innovative projects or programs for consideration of additional **remuneration**. The School Committee will approve or disapprove the program on the basis of educational priority and funds available and establish that the program will be compensated on the basis of \$500.00, \$1000.00 or \$2000.00 total. The amount of compensation will be established and put in writing prior to the commencement of the project. Said payment will be made upon acceptable completion of the project, as determined by the Superintendent and/or his/her designee within thirty (30) days.

## ARTICLE XXVI

### LEAVING THE SYSTEM

Teachers intending to leave the Southborough School System for any and all reasons shall notify the Superintendent of Schools, in writing, of said intent on or before July 1.

## ARTICLE XXVII

### PARENTAL LEAVE

- A. The parties recognize that the law is in a state of change and that this Article is intended to permit compliance with federal and state laws governing maternity leave.
- B. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, every full time employee is entitled to at least eight (8) weeks **parental** leave **provided they have** completed an initial probationary period of three (3) consecutive months and if **they give** at least two (2) weeks' notice of **the** expected departure and return dates.
- C. The parties agree that to qualify for benefits under this Article a teacher who becomes pregnant must notify the Superintendent in writing as soon as possible but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return.

Such notification shall provide the Administration with as much opportunity as possible to secure a replacement teacher and insure continuity of assignments.

- D. The Southborough Teachers Association accepts the recommendation that due consideration will be given to maternity leaves commencing at the end of a marking term.
- E. The teacher upon completion of the eight-week period or sooner upon request, shall be restored as soon as practicable to the position held when **the** leave commenced or to a substantially equivalent position.

## ARTICLE XXVIII

### PART-TIME TEACHERS

Part-time teachers will be paid in accordance with the appropriate step and level of the negotiated salary schedule in direct proportion to the percentage of service rendered to the system.

## ARTICLE XXIX

### RETIREMENT INCENTIVE PROGRAM

Upon written notice of intent to retire from the Southborough School System through the Massachusetts Teachers' Retirement System, a bargaining unit member with fifteen (15) or more years of completed service as a teacher in the Southborough School System and who began service before July 1, 2011 shall be entitled to an incentive payment of twenty-five

percent (25%) of his/her final year's salary upon his/her official departure from the employ of the Southborough School System. Notice of intent to retire must be received no later than **January 15<sup>th</sup>** of the school year in which the retirement is to take place. Effective with the 2015-16 school year individuals will not be eligible for the above incentive unless they complete the school year. Exceptions will be made at the discretion of the superintendent.

In the event the Commonwealth of Massachusetts enacts legislation providing for an early retirement incentive program of which the Town of Southborough agrees to become a participant partner, those bargaining unit members meeting the eligibility requirements of the legislated early retirement incentive programs would have the option of participating in only one of the two available programs. The decision as to which program to select remains with the bargaining unit member. Any member who applies for the state program and is rejected will still be eligible for the Southborough program.

Any notice of intent to retire may be withdrawn up until the time approval is received from the Massachusetts Teachers' Retirement Board.

The Committee is under no obligation to carry more than three (3) persons who would be receiving benefits under the plan in a given year; the Superintendent may use his/her discretion in recommending applicants to the School Committee based on the needs of the System. Such discretion may include increasing the number of applicants.

#### ARTICLE XXX

##### NURSES

- A. Newly-hired nurses will be placed on the salary schedule at the discretion of the Superintendent and will be given credit for prior service as a nurse.
- B. Malpractice insurance will remain the status quo but will increase as approved by the Southborough Finance Committee.

#### ARTICLE XXXI

##### TUTORS

The Southborough School Committee and the Southborough Teachers Association agree to the inclusion of tutors in the recognition clause of Unit A.

### TUTORS' SALARY SCHEDULE A

The salary schedule will be an eight-step schedule with step eight being the maximum amount listed below.

	2%	2%	2%
	2017-18	2018-19	2019-20
STEP			
1	\$26.67	\$27.21	\$27.75
2	\$27.72	\$28.28	\$28.84
3	\$28.80	\$29.38	\$29.97
4	\$30.03	\$30.63	\$31.24
5	\$31.16	\$31.78	\$32.42
6	\$32.42	\$33.06	\$33.73
7	\$33.74	\$34.42	\$35.10
8	\$35.22	\$35.93	\$36.64

Each tutor shall be entitled to thirteen (13) days of sick leave, as of the first day of the school year, without loss of pay in any school year, which shall be cumulative up to **one hundred forty-five (145) days**.

**Tutors are eligible for the longevity stipend identified in ARTICLE XXII, SCHEDULE C. The following Articles will not apply to the tutor position as they are based on the work schedule and/or job classification: ARTICLE IV, ARTICLE V, ARTICLE VI, ARTICLE VII, ARTICLE VIII, ARTICLE X, ARTICLE XVIII, ARTICLE XXII SCHEDULE A, AND ARTICLE XXX.**

### ARTICLE XXXII

#### INSURANCE

- A. Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Pension Reform Act) effective January 12, 1988, the Southborough School Committee agrees to make the necessary changes in its payroll procedures to allow employee contributions to health and dental insurance to be paid with pre-tax earnings.
- B. Insurance benefits available to bargaining unit members under provisions of Massachusetts General Laws Chapter 32B as currently provided would not be diminished unless agreed upon through collective bargaining. The Town of Southborough will provide and make payroll

deductions for all teachers unless they have indicated in writing that they elect not to be covered. Any such request may be made by a teacher in writing and shall be filed with the Superintendent.

- C. The Town of Southborough shall provide Worker's Compensation. The Town will contribute fifty percent (50%) towards an indemnity plan and seventy-five percent (75%) towards a Health Maintenance Organization (HMO) plan. The Town shall offer dental insurance and life insurance at a cost of fifty percent (50%) to the employee.
- D. The Plan Design of the co-payment structure for Fallon Community Health Plans (Select Care/Direct Care) and Tufts Health Plan HMO, will be as follows:

In-patient Hospital treatment	\$300
Out-patient Hospital treatment	\$150
CAT Scans, MRI, PET Scans	\$100
Physician Office Visits	\$20
Emergency Room	\$100
Prescriptions	
Generic	\$ 10
Preferred	\$ 25
Non-preferred	\$ 50

- E. The Town of Southborough will provide a Health Reimbursement Account (HRA) for all employees. All in-patient and out-patient co-payments, as well as the difference between the old co-payment and new co-payment for CAT Scans, MRI, PET Scans will be fully reimbursed through the HRA for Southborough Teachers Association members.
- F. The Committee through its agent (Town of Southborough) will provide Flexible Spending Accounts for all interested employees. The accounts will be funded by employee contributions in accordance with the terms of the plan and applicable law. The plan will be administered using an administrator of the Town's choosing.
- G. The Southborough Teachers Association acknowledges and agrees that the Town of Southborough may implement a Health Insurance Opt-out program for its members.
- H. The Southborough Teachers Association agrees to participate in the Insurance Advisory Committee annually in order to explore options to reduce health care costs.

### ARTICLE XXXIII

#### INCLUSION

The Southborough School Committee and the Southborough Teachers Association agree to work together to promote the practice of appropriate inclusive education. To that end, efforts will be made:

- To provide both special and regular education staff with in-service training on inclusion;
- To assure adequate time for and participation in shared decision making and collaboration regarding inclusion;

- To continue to provide reasonable class sizes so the needs of all children will be met.

#### ARTICLE XXXIV

##### JOB SHARE

1. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers.
2. A job-sharing situation will be considered only if two (2) professional status teachers jointly develop a plan for the job share and approach the superintendent with it together; individuals cannot request job sharing.
3. In approving job-sharing requests, the Superintendent will consider the merits of the request and the impact the job share will have on the school system.
4. In the event that one professional employee involved in the job-sharing is unable to complete the school year, the other individual must resume the position full-time or propose a plan acceptable to the Superintendent which would allow the continuation of the job-sharing arrangement.
5. The application to job share must be submitted to the Superintendent by January 15<sup>th</sup> of the preceding school year.
6. Effective 2012-2013 school year, individuals who apply for and are granted a job share position will remain in a job share position until such time as a vacancy occurs for which the individuals are qualified.
7. The following working conditions shall apply to teachers participating in job sharing.
  - a. Both teachers will be present on duty for the entire workday during the first week of school.
  - b. Both teachers will be required to attend the district's four professional development days.
  - c. Both teachers will be present for parent conferences.
  - d. Both teachers will arrange meeting times to collaborate, evaluate students and mark report cards.
  - e. If there is a temporary staffing interruption due to illness or other reason, the teacher who is available for work will cover for the absent teacher, whenever possible, thereby eliminating the need for a substitute. **At the conclusion of the school year, each teacher in the job share should be present an equivalent number of calendar days. In instances where there is a long-term staffing interruption, the District has the option of posting for the position. In all instances, the teacher who is absent shall be credited as using the appropriate leave time and this time will be deducted**



**from his/her accredited time, i.e., personal, sick.**

8. The number of job share positions shall be at the discretion of the principal.
9. It is understood in the application process that only one teacher in a job share is entitled to health insurance. The other teacher must opt out of town provided health insurance for the year and secure that benefit through another source. Should that teacher lose the alternative source of health insurance during the year the individual would be eligible for Cobra with the former insurance provider. The District also has the right to make the position full time should such a situation occur. If the teacher without insurance is unable to continue in the job share arrangement, he or she will not be eligible for the Reduction in Force language during that school year.

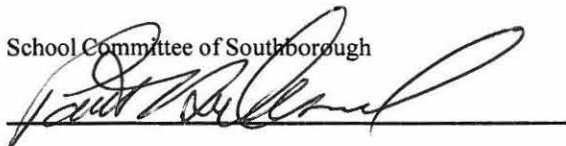
#### DURATION

- A. This agreement shall become effective as of the first day of the **2017-2018** school year and, subject to the provisions set forth below, shall continue in full force and effect to and including the day prior to the start of the **2019-2020** school year.
- B. Either party may initiate a request to enter into negotiations over the terms of a successor agreement by the first Wednesday of December of the year preceding the year in which the agreement expires. Negotiations will commence no later than February unless an extension is agreed to by both parties. Otherwise, this Contract will remain in full force and effect from year to year thereafter unless such written notice of desire to terminate or modify the same is given by the first Wednesday of December, for modifications to take effect the following year.

#### SALARY RE-OPENER PROVISION

If, at any time during the term of this current Agreement, educational reform legislation is enacted which impacts upon any provision of this document, the parties to this Agreement agree to re-open contract negotiations with respect to such impacted provisions.

School Committee of Southborough



Southborough Teachers Association

