AGREEMENT BETWEEN THE WESTBOROUGH SCHOOL COMMITTEE

AND

THE WESTBOROUGH EDUCATION ASSOCIATION EDUCATIONAL SUPPORT PROFESSIONALS, UNIT B

JULY 1, 2026 - JUNE 30, 2029

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this 1st day of July, 2026, by the School Committee of the Town of Westborough (hereafter referred to as the Committee) and the WEA (Westborough Education Association) Education Support Professionals (ESPs) Unit B (hereinafter referred to as the Association).

ARTICLE I: RECOGNITION

The Committee hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining for a unit defined as follows: All full-time and regular part-time school ESPs employed by the Westborough School Committee, excluding the media technician, all managerial, confidential, and casual employees; and all other employees, including previously assigned clerical ESPs.

In the interest of maintaining accurate membership lists, the Committee agrees to provide the Association with quarterly reports of all personnel changes in the bargaining unit, including new hires, transfers, leaves of absence or separations that have occurred.

ARTICLE II: MANAGEMENT RIGHTS

Except as specifically provided in this Agreement, the parties recognize that the Committee and/or the Superintendent has and will continue to retain, whether exercised or not, the sole right and responsibility to direct the operation of the public schools of Westborough. Nothing contained herein shall limit the Committee and/or the Superintendent in the exercise of its powers pursuant to state law and regulations. No action taken by the Committee and/or the Superintendent with respect to these rights, responsibilities and powers other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement. The failure of the Committee and/or the Superintendent to exercise any right or power hereby reserved to it, or the exercise by it of any such right, shall not be deemed a waiver nor a restriction of any such exercise of rights, nor a lack thereof.

ARTICLE III: GRIEVANCE PROCEDURES

A. Definition: A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
C. Informal Procedure: Nothing herein contained will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement. Said ESP may require the Association to be present at such adjustment and to state its views.
D. Miscellaneous:
    1. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
    2. 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.
    3. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

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4. A grievance that affects a group or class of ESPs may be submitted in writing by the Association (who shall be considered the aggrieved party) to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. Such a Grievance must be filed within twenty (20) school days from the date upon which the grievance is based.
5. If any employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
6. Rights of ESPs to Representation - In the processing of a grievance at the level of the employee's principal or at any higher level, an aggrieved employee shall, if he/she/they so elects, be represented by or accompanied by an officer or member of the Association, or by an attorney, or any other person, and he/she/they shall call in witnesses to testify on the matter of his/her/their grievance. When a grievant does not elect to be represented by officers or members of the Association, the latter shall have the right, when and if the issue reaches the level of the Superintendent of Schools and thereafter, to appear at the hearing of the grievance in the presence of no more than three of its officers or members, and state or argue its views.
7. When a grievance arises, the grievance must be filed within twenty (20) school days from the day upon which the grievant knew or should have known of the event upon which the grievance is based. Any person may request and receive a receipt for the delivery of any communication.

E. Formal Procedures:

Introduction

a. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits, however, may be extended through a written memorandum of understanding signed by both parties to this agreement.
b. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

1. Level One:

A ESP with a grievance shall present it in writing to his/her/their Principal within twenty (20) school days from the date that the grievant knew or should have known of the event on which the grievance is based and the initial grievance must be specific to include the exact article and section alleged to have been violated and a statement of the circumstances of the incident which precipitated the grievance. The Principal shall answer said written grievance in writing within ten (10) school days. Any meeting with reference to the above shall be held during non-school hours.

2. Level Two:

In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee 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 (including references to the Principal's written answer to the grievance and reasons for disagreement with the Principal's resolution of the grievance, which need not be elaborated but should be directly responsive to the issues at dispute) and referred to the Superintendent of Schools within five (5) school days of the disposition under Level One. If the subject matter of the grievance involves any action of the Superintendent or the building principal(s) pursuant to Chapter 71, Sections 38, 40, 41, 42, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the

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aggrieved party, the aggrieved party within ten days of the decision through the Association, may initiate arbitration by giving written notice of its intention to the Superintendent.

a. 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, he/she/they or his/her/their designee shall meet with the aggrieved employee in an effort to settle the grievance. The aggrieved employee shall have the right to be represented by a member of the Association at this level. The Superintendent shall answer the grievance in writing within ten (10) school days following said meeting.

3. Level Three:

In the event that the grievance will not have been disposed of to the satisfaction of the aggrieved party at Level Two, and if the matter being grieved is subject to the authority of the Committee, 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 within five (5) school days of the disposition at Level Two. The appeal of the grievance shall contain references to the written answer by the Superintendent of Schools with reasons why the Superintendent's resolution of the grievance was not accepted, which need not be elaborated but should be directly responsive to the issues in dispute. 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 aggrieved party and the Association in an effort to settle the grievance.

4. Level Four: Arbitration

If the grievance involves a personnel matter defined in Section 3a and has not been disposed of under Level Two to the satisfaction of the aggrieved party, or if the grievance has not been disposed of under Level Three to the satisfaction of the aggrieved party, he/she/they may, through the Association, not later than ten (10) school days after the decision rendered at Level Two or Level Three as the case may be, initiate arbitration of the grievance by giving written notice to the Committee of this intention.

The Association and/or the Committee shall submit the grievance to the American Arbitration Association. The parties shall be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the arbitrator shall be final and binding upon the parties. The cost of the services of the arbitrator(s), including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of the case.

a. Arbitrator's Decision
    i. When the dispute is submitted to the Arbitrator, as a result of the appeal of the grievance, the only items which the Arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.
    ii. The arbitrator selected shall confer promptly with the representatives of the Committee and the Association, shall review the records of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she/they shall deem required.
    iii. The arbitrator's award shall be in writing and shall set forth his/her/their findings of fact with reasoning and conclusions. He/she/they shall arrive at his decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or

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modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding upon the Committee, the Association, and the ESP or group of ESPs who initiated the grievance. The decision of the Arbitrator shall be implemented as soon as is reasonably possible.

ARTICLE IV: SHORT-TERM PAID LEAVE

Definition: For the purpose of this Article, the term day shall be equivalent to the number of hours worked per day.

A. **Sick Leave:** All ESPs who are regularly employed as of 7/1/10 for 6 hours or more per day shall be granted 1.5 days of sick leave with full pay per month, cumulative to 150 days. All ESPs who are regularly employed as of 7/1/10 for less than 6 hours per day shall be granted 1.0 days of sick leave with full pay per month, cumulative to 90 days. All ESPs hired after 7/1/10 who are regularly employed for 6 hours or more per day shall be granted 1.0 days of sick leave with full pay per month, cumulative to 150 days. All ESPs who are regularly employed after 7.1.10 for less than 6 hours per day shall be granted 0.5 days of sick leave with full pay per month, cumulative to 90 days. Said leave may be used for personal illness. Sick leave may be used for medical appointments and/or for dental appointments. No more than 15 sick leave days per year may be used for serious illness or injury of the employee's spouse or children, or other relatives, at the discretion of the Superintendent of Schools. Where a question regarding sick leave usage exists, medical certification of illness may be required.

B. **Attendance Incentive:** Any ESP who is employed for an entire school year (August-June) and who does not use any sick leave days during the school year shall receive a payment of $500 at the conclusion of the school year.

C. **Sick Leave Bank:**

1. The School Committee agrees to establish a sick leave bank for the use of ESPs who have exhausted their accumulated and annual sick leave days and require additional leave because of serious, extended illness. The Sick Leave Bank is intended to provide a benefit to ESPs who require additional leave to make a recovery from illness and return to work.
2. Only ESPs who have completed three (3) full years of service and have worked a minimum of 10 hours per week shall be eligible to receive the benefits of this bank.
3. At the beginning of the school year, each ESP shall contribute one day if the sick bank has fallen below 200 days.
4. These days set aside in the above bank will be used to provide employees in the bank, extended sick leave at full pay upon exhaustion of their own individual sick leave in accordance with the terms provided herein.
5. Employees may receive benefits from the sick leave bank, subject to the following rules:
   a. The need to draw from the sick leave bank is based upon a serious and extended illness or injury.
   b. Application for benefits shall be in writing to the Director of Human Resources, accompanied by a doctor's certificate as to the need for the use of the sick leave bank and the date by which the doctor anticipates the ESP will be able to return to work.
   c. Application for benefits may be made prior to the employee's exhaustion of his/her/their own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted, the employee has been absent without sick leave for 30 work hours, and adequate medical certification has been provided. If approved, the sick leave bank benefits will be retroactive to the first day of this absence after the employee's own sick leave is exhausted.
   d. Hours drawn from the bank shall be actual work hours, excluding weekends and holidays.
   e. Maximum sick leave bank usage shall not exceed 75 days.

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f. The employee requires additional leave to make a recovery and return to work unless retirement or death occurs.

6. A five (5) member committee composed of two (2) representatives of the Westborough Education Association and two (2) school committee members and the Director of Human Resources shall administer the sick leave bank. The Director of Human Resources only votes to break a tie. The sick leave bank committee's decision is final and binding and not subject to the arbitration provision of this agreement. A member whose request has been denied by the sick leave bank committee may resubmit the request with additional information within 10 days of the initial decision.
7. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per the sick leave provisions for ESPs.
8. Employees may not utilize the sick leave bank for illness in their immediate family.

D. **Sick Leave Benefits and Worker's Compensation:** In the case of absence due to a job-related accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from Workers' Compensation. Such a difference shall be deducted from sick leave. If the question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for such payments in the event he/she/they receives Workers' Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation. Employees receiving workers' compensation payments shall not be eligible to draw from the sick leave bank.

E. **Personal Day Leave:**

1. ESPs who are absent for personal business will be entitled to a maximum of three (3) days' leave per year. These three (3) days per year will not be accumulated from year to year.
2. Personal business is defined as essential personal matters that cannot be cared for during non-working hours.
3. Personal day leave may not be taken on days immediately preceding or following regular school vacations, and on the Mondays and Fridays preceding and following, respectively, Tuesday and Thursday no-school days, Thanksgiving break, or before/after the summer vacation break.
4. Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

F. **Religious Holidays**

Leave for the observance of Religious Holidays up to a maximum of two (2) days per school year, will be allowed upon application, said leave not to be deducted from personal day leave or sick day leave. Religious days are expected to be taken on the actual religious holiday not a future or prior date to the holiday. Travel time to celebrate religious holidays with loved ones is considered personal time

G. **Bereavement**

In the event of each case of death in the immediate family, the employee will be granted his/her/their request for reasonable and necessary time off as funeral leave on any of the days prior to the funeral, on the day of the funeral, or on the days after the funeral. Such leave shall be without loss of pay to the extent set forth in the following schedule:

1. Death of spouse, child, parent, brother or sister, relative living in the same house, grandparent, grandchild, parent-in-law, or individual who served in the capacity of parent, spouse or child: Up to five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, uncle, aunt or cousin: One (1) day without loss of pay plus one (1) day in a non-pay status or chargeable at the employee's option to any available personal day leave.
3. Bargaining unit members may be granted additional bereavement leave at the discretion of the Superintendent.
4. Leave may also be taken for a memorial service if no funeral is held.

H. **Emergency Days**

In the event of a declared state of emergency by appropriate state or local officials, and if the Commissioner of Education determines that the students of Westborough do not have to make up that day, all ESPs will be paid for their regular work hours for that day as if they had worked that day.

ARTICLE V: PARENTAL LEAVES OF ABSENCE

A. Eligible ESPs are entitled to take up to eight (8) weeks of leave, pursuant to Massachusetts General Laws, Chapter 149, Section 105D, for the purpose of giving birth, or for the placement for adoption by the employee of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled. Any two employees of the same employer shall only be entitled to 8 weeks of parental leave in the aggregate for the birth or adoption of the same child. The employee shall give at least two (2) weeks' notice of his or her expected departure and return dates, or provide notice as soon as practical if the delay is for a reason beyond the employee's control. An ESP is encouraged to provide the administration with as much prior notice as possible of his or her expected departure date. ESPs who have completed one year of service may be eligible for and may request up to twelve (12) weeks of leave consistent with the Family and Medical Leave Act (FMLA). (Parental leave and FMLA leave run concurrently).

ARTICLE VI: FAMILY AND MEDICAL LEAVE ACT AND LONG-TERM LEAVES

A. Discretionary leave of absence without pay of up to one (1) year may be granted by the School Committee. Such discretion shall be equitably exercised and shall not unreasonably be denied.
B. An ESP who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

ARTICLE VII: WORK YEAR, WORKDAY AND WORKING CONDITIONS

A. A full-time employee shall be defined as an employee who works 30 hours or more per week on a regular basis. All working hours shall be continuous and without interruption.
B. A thirty (30) minute duty-free lunch shall be granted to all full-time employees.
C. The building principal may assign bargaining unit members lunch and recess-related duties for up to ten (10) hours within a four (4) week period, provided that volunteers for said duties will be solicited first.
D. An ESP who is required by his/her/their supervisor to attend evening meetings or meetings outside school hours at other times of the day shall be compensated a the hourly rate for the hours worked.
E. A bargaining unit member who is required by his/her/their supervisor to work beyond his/her/their regularly scheduled work day shall be compensated for the additional time at his/her/their regular hourly rate.
F. Full-time ESPs shall work 184 days per year. If a bargaining unit member is required to work in excess of 184 days per year, he/she/they will be compensated at his/her/their hourly rate for the additional time.
G. The School Department will make every effort to identify ESP assignments by June 1 for the next school year.
H. ESPs carry out their assigned duties under the supervision and direction of the school principal or designee. The primary task of the ESP is to assist in delivering educational programs and instructional procedures to

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students to facilitate the achievement of desired educational goals.

I. Beginning in the 2026-2027 school year, ESPs will attend two Monday meetings every month including the Monday faculty meeting and one other pre-determined Monday and under the same conditions as the Unit A members. This equates to 20 additional hours for 20 Mondays during the school year. The required Mondays for the following school year will be communicated to the ESP Unit by the last day of school of the preceding school year. Meetings will begin 15 minutes after the end of the school day and last for 45 minutes. ESPs will be compensated at their normal rate of pay for this time. It is understood that this is a step in furthering professional collaboration between Units A and B, and as such, the ESPs will be incorporated into the program of meetings as fellow educators and peers.

ARTICLE VIII: IN-SERVICE/PROFESSIONAL DEVELOPMENT/TUITION REIMBURSEMENT

A. The Administration agrees to allow all ESPs to participate in appropriate in-service courses or workshops. In addition, consistent with the increased training mandated for ESPs, the Committee agrees to provide a minimum of three (3) in-service education opportunities for all members during each contract year. In-service courses shall be relevant to the ESPs' assigned duties.

B. All members will be entitled to be reimbursed an amount not to exceed $1200 per person per year for an approved course. If the total amount requested exceeds $7,500, reimbursement shall be prorated on the basis of credits so that the cap is not exceeded. If the total requested does not exceed $7,500, the balance shall be prorated among those who have applied for reimbursement for a second course to a maximum of $1200 per person per year.

ARTICLE IX: SMOKE-FREE SCHOOLS

The association agrees that the committee has fulfilled its bargaining obligations regarding the establishment of smoke-free schools.

ARTICLE X: INDIVIDUAL RIGHTS

This agreement shall not abridge any individual rights protected under state and/or federal law.

ARTICLE XI: PROMOTIONAL OPPORTUNITY

Bargaining unit members shall be given the opportunity to apply for promotional opportunities within the bargaining unit and Unit A. All said vacancies which the committee intends to fill shall be posted for a period of five (5) school days, and at all times, such notice shall be sent to the Association President and the president of the ESP Association. The Administration shall evaluate applications from all qualified bargaining unit members. Consistent with state and federal laws and in accordance with the policies of the Massachusetts Commission Against Discrimination, the parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation (as defined by law), age (as defined by law), race, color, religion, handicap, national origin, genetic information or other legally protected class. For the month of August, posting day requirements may be shortened as agreed upon by the Union President and the Director of Human Resources to have vacancies filled by the beginning of the school year, or as soon as possible thereafter.

ARTICLE XII: TRANSFERS

A. The superintendent retains discretion to transfer ESPs between buildings. If time allows, the superintendent will make reasonable efforts to solicit volunteers before making involuntary transfers unless the position needs to be filled more quickly. An explanation will be provided to the ESP as to the reason for the transfer.

B. ESPs shall be given a minimum of one (1) calendar week's notice of any involuntary transfer, unless the

position needs to be filled more quickly. An explanation will be provided to the ESP as to the reason for the transfer.

C. If, after an ESP is involuntarily transferred and a vacancy occurs at his/her/their former school, the involuntarily transferred ESP shall be given first consideration to fill this vacancy if his/her/their qualifications match the position. "First consideration" does not guarantee the transfer.
D. In the event that a Tier 3 position is eliminated in a particular school and one is not available in another school to be transferred to, the employee will have the option to transfer into a vacant Tier 2 position, if there is one available, and remain at the Tier 3 rate for one school year following moving to Tier 2, if the change occurs at the beginning of the school year. If the change occurs after the beginning of the school year, the staff member previously at Tier 3 will continue to be paid at Tier 3 for the remainder of that school year. Thereafter, the employee would be paid as a Tier 2, unless moved back up to Tier 3.

ARTICLE XIII: REDUCTION IN FORCE

In the event it becomes necessary for the superintendent to reduce the number of employees in the bargaining unit because of financial limitations, decrease in pupil enrollment, or changes in the curriculum or reorganization, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

Section 1. The superintendent will attempt to meet the reduction in force by natural attrition.

Section 2. If attrition does not meet the demands of the reduction, layoffs shall be determined by order of seniority. Any senior ESP who has completed three years of service and is being laid off is entitled to a meeting with the principal to discuss the decision and all reasons behind the decision. The ESP may also request time to acquire the qualifications that would make him/her/their appropriate for the discussed position.

Section 3. Exceptions to seniority may be made:

a. When it can be demonstrated through timely written documentation that the performance of a senior ESP is less than satisfactory. Such a senior ESP must have received at least one previous, unsatisfactory, written report of performance.
b. A junior ESP holding a relevant teaching degree must be retained to preserve an existing program or service to students for which a senior ESP who has completed three years of service cannot readily acquire and demonstrate the skills required for the position.

Section 4. If an individual next on the seniority list, but not targeted for reduction, does not accept a transfer into a position to be vacated by a junior employee who has been targeted for reduction, that senior individual shall be laid off and placed at the end of the recall list. This language will not apply to an individual who obtains a leave of absence.

Section 5. Seniority shall mean length of continuous service in years and number of days in a paid position covered by the collective bargaining unit. Members who work 20 hours or more for greater than 50% of the school year will be given full seniority credit for the period worked. Members who work less than 20 hours for greater than 50% of the school year will be given half seniority credit for the period worked. This includes any time spent on a paid leave of absence. If an ESP takes a Long Term Sub position, which was pre-approved by the Superintendent, the ESP's seniority will be restored upon returning to the unit. (A lottery shall be used in determining layoff when seniority is identical.) Any leave of absences greater than two calendar months shall have that time added to their seniority date. Additional leaves of absence, within the

same fiscal year, will be added to the leave of absence time already taken, cumulatively. A leave of absence is defined as 10 consecutive days or more of absence.

Section 6. The Director of Human Resources shall forward annually to the Association President a seniority list containing the names of all bargaining unit members. Such a list shall be provided by November 30th and include the seniority date of each member of the unit. If the Association makes no challenge to the list within thirty (30) calendar days of receipt of the list, the list will stand as written.

Section 7. Employees covered herein will receive thirty (30) calendar days' notice prior to layoff. Where possible, notification of a layoff for the subsequent school year will be provided by June 15.

Section 8. Discretionary decisions of the superintendent and/or School Committee will be made after consulting with an Association representative. These decisions are final and binding. Only the procedures hereunder are subject to arbitration.

Section 9. Recall rights:

a. ESPs with less than one (1) year of continuous service will not be entitled to recall rights. Any break in service of more than ninety (90) days, excluding those periods when school is not in session, will not be considered continuous service. An approved leave of absence granted by the School Committee does not constitute a break in service, but does not count towards seniority.
b. An ESP who is laid off hereunder and is eligible for recall will be placed on a recall list for twenty-four (24) calendar months. The recall will be to the position from which the employee was laid off or to an equivalent position.
c. Recall shall pertain to both employees laid off and involuntarily transferred into a given position.

Section 10. During the recall period, employees shall be notified by certified mail to their last address of record and given preference for positions for which they are eligible as defined in 9b, as they develop in the inverse order of their respective layoff. All benefits that an employee was entitled to at the time of the layoff shall be restored in full upon reemployment with the recall period. Preference will be valid for no longer than fifteen (15) days after the mailing date of the notice. During the recall period, employees who have been laid off shall be given preference on a substitute list as they so desire.

Section 11. Laid-off employees who are eligible for recall may continue the group health and life insurance coverage at their own expense, consistent with the town's policy for laid off employees.

Section 12. ESPs in their first year of employment who were hired to work one-on-one with a special needs child may have their contract terminated if the child is placed in another setting during the course of that year.

ARTICLE XIV: WAGE PLAN

A. A new wage schedule is attached as Appendix A and includes the wage grids in effect from July 1, 2026-June 30, 2029. The parties agree that the basis for placement and advancement on this wage grid is seniority in the bargaining unit.
B. Any members who are currently receiving additional pay for PDPs earned prior to this contract (staff hired before 6/30/2020 and who were already eligible to receive PDP wage adjustments) are grandfathered in and will continue to receive the additional hourly pay as stated in FY26-FY-29 contract.

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C. Initial placement and eligibility for movement on the salary schedule shall be based upon education and experience as determined by the superintendent.

D. Employees shall receive longevity pay as follows:

10 years completed $1.25 per hour
13 years completed $2.00 per hour
16 years completed $2.75 per hour
19 years or more completed $3.50 per hour

Eligibility for longevity payments will be for any members who have an adjusted seniority date of October 15th or earlier for the current school year that places them on the longevity schedule.

E. Additional Compensation:

- If a PK-12 ESP is required to cover for a classroom teacher or work alone and unsupervised for an instructional period they will receive an additional $12 for that instructional period.
- If an ESP covers a class as the teacher for a half day (3 hours) they will receive an additional $30 per day and if covers a class as the teacher for a whole day they will receive an additional $50 per day. Class coverage is paid as a single period ($12 as stated above), half-day, or full-day (not a combination of both).
- "Alone and unsupervised" is construed to include instructional time where a paraeducator is working with a student or students in a setting where they are responsible for the well-being of said student(s), there is no expectation that a teacher is available during that time, and is part of the regular schedule.
- If a noon aide covers a class as the teacher for a whole day they will receive an additional $75 per day, and $35 for a half-day (3 hours). Providing teacher coverage for less than 3 hours, in addition to regularly scheduled noon aide hours, will be paid hourly at the noon aide's rate of pay.
- Home Room and lunch coverage is excluded from any class coverage pay.
- If a noon aide covers a class as the teacher for a whole day they will receive an additional $75 per day, and $35 for a half-day (3 hours). Providing teacher coverage for less than 3 hours, in addition to regularly scheduled noon aide hours, will be paid hourly at the noon aide's rate of pay.
- If a Tier 2 ESP covers a FULL day for a Tier 3 ESP, they will receive an additional $20 compensation for the day.
- Tier 2 ESPs can be scheduled into specialized programming up to 2 periods per day, not to exceed 1.5 hours, nor placed in a situation where they are not trained or supported, without receiving additional compensation.

ARTICLE XV: PAYROLL PAYMENTS

ESPs shall have two (2) options (option A or B below) regarding payroll payments. ESPs will be presented with both options upon hire and will be asked to elect option A or B. ESPs who desire to change their payment option must notify the Superintendent by August 1. If no option is selected, payment shall be made under option A.

A. Twenty-one (21) equal payments (bi-weekly, September -June).

B. Total pay is divided into twenty-six (26) installments with twenty-one (21) bi-weekly payments from September - June and an additional lump sum payment of five installments with the last pay in the regular school year.

C. Employees will have their salaries directly deposited into a bank account of their choosing. The Committee will provide employees with pay advisories electronically instead of in paper format.

D. Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by the town for its Employee Flexible spending programs. Such plans

shall be in accordance with the federal tax code and related regulations for healthcare, childcare, and other expenses authorized by law.

ARTICLE XVI: PAYROLL DEDUCTIONS

The committee shall certify to the Treasurer of the Town of Westborough all payroll deductions for payment of dues to the Association covered by this contract.

ARTICLE XVII: EVALUATION

A. The evaluation of ESPs shall be based in part on input from the teacher or teachers with whom the ESP works. Each ESP shall be evaluated twice during the school year:
    1. Mid-Year verbal check-in (unless the ESP is at-risk for rating of "needs improvement," then a written evaluation at the mid-year point is required).
    2. End-of-the-Year Summative written evaluation. If the ESP's performance is less than proficient, the ESP will receive two written evaluations the following year:
        a. Mid-Year
        b. End-of-Year Summative

    Nothing in this Section A shall diminish the right of the Superintendent or Principal to non-renew an ESP pursuant to Article XX, section 1 or dismissal of an ESP pursuant to Article XX, section 2.

B. Evaluations will be in writing on the ESP Summative Evaluation Report and Performance Improvement Plan, guided by the ESP Evaluation Rubric. The completed Evaluation Report will be given to the ESP at a minimum of two weeks prior to the close of the school year. The ESP will have five days from its receipt to attach his/her/their written comments and, if desired, to request a meeting with the primary evaluator. Evaluations, once signed, will be placed in the employee's personnel folder. The employee's signature will constitute acknowledgement of receipt of the evaluation, not necessarily acceptance of its contents.

C. An ESP may appeal his/her/their evaluation of performance to the Evaluation Appeals Committee, which will be comprised of one (1) ESP (designated by the ESP Unit B President), two (2) administrators, and one (1) designee of the Teacher Unit A President. This committee will strive to reach consensus, but if unable to do so, the Superintendent will make the final determination. A timely written response will be provided to a bargaining unit member who appeals a performance evaluation to the Superintendent. This response will include information related to the employee's concerns regarding the performance evaluation in question and will be provided within thirty (30) calendar days of the appeal.

D. Should an Improvement Plan be recommended by the primary evaluator, the ESP will have one (1) year to comply with the recommendations as stated in the plan. If an ESP receives an unsatisfactory summative rating at the end of that school year, he/she/they can be terminated subject to the employment security provisions that exist elsewhere in the contract.

E. All Evaluation Reports are confidential to ensure that the bargaining unit members' privacy is protected.

F. Performance evaluations are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XVIII: RETIREMENT INCENTIVE AND SICK LEAVE BUYBACK

A. Bargaining unit members who have completed ten years of continuous service as an instructional ESP in the Westborough Public Schools will be eligible to receive a lump sum payment of $2,000.00 after ten years of service or $4,000.00 after twenty years of service upon resignation or retirement. .

B. If an ESP voluntarily retires after 15 years of service in the Westborough public schools, they will receive pay of $25 per day at the time of retirement for each unused sick day the employee has accumulated, starting with days in excess of 46 days. Any request for such voluntary retirement must be submitted to the Superintendent. The payroll office

will pay a bonus in accordance with the provision after the last date of employment. However, the maximum amount payable to any one employee will not exceed $3,000.

C. To be eligible for one or both the retirement incentive and the sick leave buyback outlined above, in addition to what is stated in A and B, the staff member must file a written request with the Superintendent of the Westborough Public Schools on or before December 1st for end of year June retirements (staff retiring the last day of school) and for other retirement dates, 7 months notice prior to the retirement date, must be given. Such request submitted is an irrevocable letter of retirement signed by the staff member with the date of retirement the same as the date of anticipated retirement.

ARTICLE XIX: SAVINGS

This agreement is a full agreement between the parties and supersedes any other oral or written understandings regarding wages, hours or terms and conditions of employment. If any provision of this Agreement is found to be contrary to law, the remaining provisions shall continue in full force and effect.

ARTICLE XX: EMPLOYMENT SECURITY

Section 1 - ESPs employed for less than three years may be nonrenewed by the principal or superintendent. Such nonrenewal is not subject to the grievance and arbitration process outlined in Article III.

Section 2 - ESPs employed for three years may be dismissed by the principal or superintendent for good cause. Good cause shall mean any grounds put forth by the principal or superintendent that are not arbitrary, irrational, unreasonable, or in bad faith or irrelevant to the sound operation of the school system. The arbitrator must use the definition of "good cause" as defined herein in determining whether the dismissal met the good cause standard. Timely written documentation of the incidents that led to the dismissal shall have been presented to the ESP within a reasonable period of time after the occurrence or of the administration's knowledge of the event. Such documentation shall include, but need not be limited to, any relevant evaluations. If there is no compelling reason to do otherwise before dismissal, the employee shall be given a hearing and an opportunity to correct the complained behavior.

ARTICLE XXI: MILEAGE

Mileage shall be paid to any ESP who uses his/her/their car to perform duties, but shall not include transportation to and from school at the beginning or ending of the day. The latter includes ESPs who are required to travel between buildings during the day. Reimbursement according to the above provision shall be at the rate of the current Town reimbursement per mile.

ARTICLE XXII: TRAINING

A. The School Committee will offer appropriate in-service or training programs relevant to the ESPs' assigned duties to enhance the knowledge and skills required of the employees in the performance of their duties. These programs shall be offered on both student early-release days as available and as after-school programs. ESPs are required to stay for the full workday on student early-release days.

B. When any specialized services for students are required, as outlined in the student's Individualized Educational Plan, the administration shall use best efforts to provide the necessary training to the assigned ESP within a reasonable amount of time prior to the ESP starting in the position. This training provision includes any ESP who is transferred into a new position during a school year.

C. If non-mandated ANV (Applied Non Violence) training is offered to an ESP who does not work in a sub-separate self-contained classroom, and said ESP chooses not to take the training, their decision will not impact their Performance Evaluation Report and/or any future job assignments.

D. In an emergency situation, if any trained ESP is needed for class coverage, the building principal will first solicit volunteers for that coverage, and if none can be found he/she/they may select the most qualified non-trained Instructional ESP available, for that classroom coverage.
E. Depending on skill level, Tier 3 ESPs may be required to take up to two weeks paid training in the summer. This is applicable for Tier 2 ESPs moving to Tier 3, as well as Tier 3 ESPs hired externally.

ARTICLE XXIII: WAGES STATEMENT

Beginning the 2008-2009 school year: Within the first 90 calendar days or by November 30th, a statement will be provided by the Westborough Public Schools, containing information on wages, eligibility for longevity, professional development, and similar increments.

ARTICLE XXIV: SUMMER SCHOOL POSITIONS

All openings for summer school positions will be posted in each school. Bargaining unit members will be given first consideration for summer school positions if they have previous experience, positive evaluations and the necessary qualifications for the position.

ARTICLE XXV: DURATION

This agreement shall be effective from July 1, 2026 and shall terminate automatically on June 30, 2029. Should either party desire to negotiate a new agreement, such party shall by January 1, 2029 provide written notice to the other party.

Executed this 10 day of March, 2026

WESTBOROUGH EDUCATION ASSOCIATION
EDUCATIONAL SUPPORT PROFESSIONALS, UNIT B :

Cynthia Arnold, President

WESTBOROUGH SCHOOL COMMITTEE:

School Committee Chair

APPENDIX A: SALARY SCHEDULE

($.50 increase to each rate and $1.20 and $1.30 increase between steps remain)

Step	Noon Aides, Tier 1	ESP, Tier 2	ESP, Tier 3
1	17.50	21.75	24.75
2	18.70	23.05	26.05
3	19.90	24.35	27.35
4	21.10	25.65	28.65
5	22.30	26.95	29.95
6	23.50	28.25	31.25
7	24.70	29.55	32.55
8	25.90	30.85	33.85
9	27.10	32.15	35.15
10	28.30	33.45	36.45
11	29.50	34.75	37.75
12	30.70	36.05	39.05

KEY:

ESP, Tier 1: Noon Aides

ESP, Tier 2: Moderate special education support professionals, library support professionals, technology support professionals (hired on or after 7/1/2025) and kindergarten support professionals

ESP, Tier 3: BORO job coaches, technology support professionals (hired before 7/1/2025,) and intensive and therapeutic special education support professionals (which may require 1-2 weeks of paid summer training). Tier 2 and Tier 3 job description attached as Appendix B.

APPENDIX B: DIRECT STUDENT SUPPORT TIER 2, TIER 3, and BORO JOB COACH JOB DESCRIPTIONS

TIER 2 ESP

(inclusive of general education, moderate special education, and preschool ESPs)

Skills:

- Ability to apply professional standards of conduct and maintain professional boundaries with students and families/caregivers.
- Ability to maintain regular attendance, arrive and depart at specified contractual times, and follow appropriate protocols when absent or tardy
- Creates a welcoming, supportive, and equitable learning environment
- Implements instructional and assessment modifications and/or accommodations across settings as directed
- Empowers students to be critical thinkers who can reflect on their learning, thoughts, feelings, and behaviors, and implement learned strategies
- Partners and collaborates with team teachers, department colleagues, and specialists
- Communicates clearly and effectively, both orally and in writing
- Establishes and maintains effective relationships with students and colleagues
- Integrates technology in order to enhance and extend student learning experiences
- Demonstrates a passion for working with students
- Demonstrates a belief in growth mindset for students and self
- Multitasks in a fast-paced environment
- Maintain a high level of ethical behavior and confidentiality of information (including but not limited to records, performance, and personal information
- Maintain professional boundaries with students and families/caregivers
- Think and work flexibly with the ability to adjust when needed
- Possessing Bilingual skills, especially in Spanish and Portuguese, is highly desirable

Essential functions of the job may include (but are not limited to):

- Provide support to students in large groups, small groups, and one-to-one settings, Assist the teacher in addressing the educational and functional impacts of individual students' special needs
- Assist with implementing accommodations and modifications to the setting, content, and instruction in accordance with a student's IEP
- Administer or assist in the administration of alternative testing, including classroom, district, and state assessments.
- Correct day-to-day student work, under teacher direction; not responsible for grading or communication with parents.

- Participate in staff development programs as assigned.
- Participate as an active member of the Student Services Team
- Review and implement educational, social-emotional, and behavioral supports outlined in students' IEPs and/or BIPs
- Collect and record data as directed by the educational team.
- Attend two Monday after school meetings per month to collaborate with faculty and other school personnel
- Perform other appropriate tasks designated by the supervising teacher/principal
- Cover classroom responsibilities in the absence of the teacher, when necessary.
- Preschool TIER 2 ESPs will also be responsible for lifting, toileting, diapering, and supporting the emerging communication and emotional regulation skills of 3 and 4 year olds

TIER 3 ESP

TIER 3 ESPs provide intensive, individualized support for K-22 students with complex needs, including behavioral, emotional, medical, and safety requirements.

In addition to **TIER 2** skills and responsibilities, the **TIER 3 ESPs** must also be able to perform job responsibilities outlined below:

- Implement teacher-created, specially designed instruction and activities, including core curriculum instruction, academic support, and support of related service and therapy activities.
- Provide support to students with diverse cognitive abilities and varying social-emotional and behavioral regulation needs
- Assist with lifting, transfers, and mobility, as well as non-medical personal care needs (e.g., toileting, diapering, and personal hygiene)
- Provide specialized instruction and support in specialized programs, 1:1 settings, and inclusion environments under the direction of a special education teacher or related service provider
- Deliver consistent social, emotional, physical, and academic supports to promote student success across a variety of inclusion opportunities
- Collect, document, and maintain accurate data related to academics, behavior, and other IEP goal areas
- Implement individual behavior support plans and safety plans with fidelity
- Respond appropriately to emergency situations, including behavioral crises, student altercations, and medical needs
- Maintain focus on student safety and instructional priorities in busy, noisy, and potentially stressful environments
- Cover classroom responsibilities in the absence of the teacher, when necessary.
- Implement de-escalation strategies and approved physical management techniques as required

- Follow and implement feeding protocols and medical plans, including seizure protocols
- Support students in the use of AAC systems and assistive technology devices

Specialized training for all TIER 3 ESPs may include, but not be limited to:

- Crisis prevention and behavioral management training
- De-escalation techniques
- Data collection and analysis
- ABA methodologies
- AAC devices
- Lift/Transfer Protocol
- Medical plans (including seizure protocols)

Additional BORO PROGRAM JOB COACH duties:

- Direct supervision of students in community and employment training settings to ensure well-being and safety of the student at all times
- Serve as an advocate for students' needs and skills in both the employment and community settings to promote engagement at their highest level of independence.
- Willingness to drive the District provided vehicles to transport students to a variety of community sites. Ability to effectively respond to urgent or emergency situations.

Additional BORO SUGAR SHACK JOB COACH duties:

- Assigned duties may be under the direction of the Special Education Teacher, Sugar Shack Store Manager and/or Program Director
- Assist in preparation and inventory of instructional and employment training materials utilized in community settings.
- Maintain understanding of and assist in daily store operations and support student engagement in these tasks and activities
- Promote and model student engagement and social skills with customers in a retail environment.
- Assist students and work collaboratively with the team in production of product
- Support student engagement in BORO Sugar Shack onsite and/or community-based sales and/or promotional activities
- Provide retail operational support notwithstanding students' attendance for scheduled shifts
- Any other relative duties as assigned