AGREEMENT BETWEEN

WESTBOROUGH EDUCATION ASSOCIATION

AND

WESTBOROUGH SCHOOL COMMITTEE

EFFECTIVE

JULY 1, 2026 - JUNE 30, 2029

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CONTRACT

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 (hereinafter sometimes referred to as the Committee) and the WESTBOROUGH EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

I. RECOGNITION

A. It is understood and agreed that the COMMITTEE acting in accordance with the authority of Massachusetts General Laws, Chapter 150 E, has recognized the ASSOCIATION as the exclusive representative for the purposes of collective bargaining of the Westborough School Employees' unit identified as follows:

1. All regular day school teaching personnel employed by the Westborough School Committee who hold certificates or waivers under Chapter 71 of the Massachusetts General Laws and all other personnel who hold such certificates or waivers and who perform a school-related function such as librarians, counselors, reading specialists, nurses, curriculum coordinators with teaching responsibilities, school psychologists, (English Language Learner) ELL teachers, physical therapists, occupational therapists, school adjustment counselors, Board Certified Behavior Analysts (BCBAs), and speech/language pathologists.

   Included within the category of waiver of personnel shall be those for whom an application for waiver has been filed and is still pending.

   Excluded from the unit: the Superintendent, Assistant Superintendent, Director of Finance and Operations, Director of Student Services, Director of Technology, Director of Human Resources, Principals, Supervising Assistant Principals, Director of Fine Arts, Director of Wellness, Athletics Director, Director of ELL, Early Childhood Director, Curriculum Coordinators, Special Education Coordinators, substitutes and all other employees of the municipal employer.

B. Unless otherwise indicated, the employees of the above unit will be hereinafter referred to as the "TEACHERS," and reference to teachers will include all Unit members, PK-22.

II. RIGHTS OF COMMITTEE

A. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement will be deemed to derogate from the powers and responsibilities of the Committee, the Superintendent or the building principal under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. Except as otherwise provided in this Agreement, the Committee and/or the Superintendent retain the powers, rights and duties that they have by law. These powers, rights and duties include, but are not limited to, hiring, promoting, transferring, assigning and retaining teachers; disciplining teachers in accordance with

statutory authority; establishing work schedules; controlling and supervising the schools, staff, students and properties of the Westborough Public Schools; and establishing policies, rules and regulations.

B. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while at the same time they must be construed in accordance with the terms of the Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or the principal(s) must now do so. It is the parties' intention that the obligations of this agreement continue to be fulfilled even though the statutory powers to act may have been delegated to and must be exercised by persons and entities other than those named expressly herein.

C. The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner, will not be deemed a waiver nor a restriction of any such exercise of rights, nor a lack thereof.

III. GRIEVANCE PROCEDURE

A. 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 teacher 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 teacher may request 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 teacher and to the President of the Association will 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 will be deemed to be acceptance of the decision rendered at that step.
3. No reprisals of any kind shall be taken by any party to 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.
4. A grievance that affects a group or class of teachers may be submitted in writing by the Association (who will be considered the aggrieved party) to the Superintendent directly

and the processing of such grievance shall be commenced at Level Two. Such grievance must be filed within twenty (20) school days from the date of the event upon which the grievance is based.

5. If any teacher covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance will be consistent with the provisions of this Contract. The Association will be permitted to be heard at each level of the procedure under which the grievance will be considered.
6. Rights of Teachers to Representation: In the processing of a grievance at the level of the employer's principal or at any higher level, an aggrieved teacher may, 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 may call in witnesses to testify on the matter of his/her/their grievance. When a teacher 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 on the grievance in the person 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 of the event upon which the grievance is based.
8. Grievances and grievance responses will not be filed in an individual's personnel file.

E. FORMAL PROCEDURE

1. Introduction:
    a. Since it is important that the grievance 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 specified may, however, be extended by mutual 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.

2. Level One

    A teacher with a grievance will present it in writing to his/her/their principal within twenty (20) school days 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 statement of the circumstances of the incident which precipitated the grievance. The principal will 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.

3. Level Two
    a. In the event that the grievance will 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 (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 ten (10) 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, his/her/their designee will meet with the aggrieved teacher in an effort to settle the grievance. The aggrieved teacher will have the right to be represented by a member of the Association at this level. The Superintendent will answer the grievance in writing within ten (10) school days following said meeting.

c. 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, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the aggrieved party within ten (10) days of the decision through the Association may initiate arbitration by giving written notice of its intention to the Superintendent.

4. 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 will be referred in writing to the School Committee within ten (10) school days of disposition at Level Two. The appeal of the grievance will 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 elaborate 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 will meet with the aggrieved party and the Association in an effort to settle the grievance. Only grievances that do not involve personnel matters delineated in Section 3c may proceed to Level Three.

5. Level Four - Arbitration

a. If the grievance involves a personnel matter defined in Section 3c 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 that 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.

b. The Association and/or the Committee will submit the grievance to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association currently in force. The decision of the Arbitrator will be final and binding upon the parties. The cost of the services of the arbitrator(s), including the 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 will bear its own expenses for the presentation of the case.

c. 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 requisite.
   iii. The arbitrator's award will be in writing and will set forth his/her/their findings of fact with reasoning and conclusions. He/she/they shall arrive at a decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator will have no power to add to, subtract from or modify any of the terms of this contract. Subject to the foregoing, the decision of the arbitrator will be submitted to the Committee and the Association and the teacher or group of teachers who initiated the grievance. The decision of the arbitrator will be implemented as soon as is reasonably possible.

IV. COMPENSATION

A. SALARY SCHEDULES

TEACHER SALARY SCHEDULE
FISCAL YEAR 2026-2027
COLA 3% (plus 3.84% step increase steps 1-11, 5.4% step increase 11 to 12)

Step	B	B+15	M	M+15	M+30	M+45	M+60	M+75	DOC
1	62,383	64,396	68,412	70,438	72,440	74,461	75,461	77,492	78,506
2	64,780	66,871	71,041	73,144	75,224	77,322	78,360	80,471	81,522
3	67,269	69,441	73,771	75,955	78,115	80,294	81,372	83,563	84,656
4	69,855	72,109	76,606	78,874	81,117	83,380	84,499	86,774	87,909
5	72,539	74,880	79,550	81,906	84,234	86,584	87,747	90,110	91,288
6	75,327	77,758	82,607	85,053	87,471	89,911	91,119	93,572	94,796
7	78,221	80,746	85,781	88,321	90,833	93,366	94,620	97,168	98,439
8	81,228	83,849	89,079	91,716	94,323	96,955	98,257	100,902	102,221
9	84,349	87,072	92,501	95,241	97,948	100,680	102,033	104,780	106,150
10	87,591	90,418	96,057	98,901	101,713	104,550	105,954	108,806	110,230
11	90,957	93,893	99,748	102,701	105,621	108,567	110,026	112,988	114,466
12	95,877	98,971	105,142	108,256	111,334	114,439	115,976	119,099	120,656

TEACHER SALARY SCHEDULE
FISCAL YEAR 2027-2028
COLA 3% (plus 3.84% step increase steps 1-11, 5.4% step increase 11 to 12)

Step	B	B+15	M	M+15	M+30	M+45	M+60	M+75	DOC
1	64,254	66,327	70,464	72,551	74,613	76,695	77,725	79,817	80,861
2	66,723	68,877	73,172	75,339	77,481	79,642	80,711	82,885	83,968
3	69,287	71,524	75,984	78,234	80,459	82,702	83,813	86,070	87,195
4	71,950	74,273	78,904	81,241	83,550	85,881	87,034	89,378	90,547
5	74,715	77,126	81,936	84,363	86,761	89,181	90,379	92,813	94,027
6	77,587	80,091	85,085	87,605	90,095	92,608	93,853	96,380	97,640
7	80,568	83,168	88,355	90,971	93,558	96,167	97,459	100,083	101,392
8	83,665	86,365	91,751	94,468	97,153	99,864	101,205	103,929	105,288
9	86,879	89,684	95,276	98,098	100,886	103,701	105,094	107,923	109,334
10	90,219	93,130	98,938	101,868	104,764	107,687	109,133	112,070	113,536
11	93,686	96,710	102,741	105,782	108,790	111,824	113,326	116,378	117,900
12	98,753	101,940	108,297	111,504	114,674	117,872	119,455	122,672	124,276

TEACHER SALARY SCHEDULE
FISCAL YEAR 2028-2029
COLA 3% (plus 3.84% step increase steps 1-11, 5.4% step increase 11 to 12)

Step	B	B+15	M	M+15	M+30	M+45	M+60	M+75	DOC
1	66,182	68,317	72,578	74,727	76,851	78,995	80,056	82,211	83,287
2	68,725	70,943	75,368	77,599	79,805	82,031	83,132	85,371	86,487
3	71,366	73,669	78,263	80,581	82,872	85,184	86,328	88,652	89,811
4	74,109	76,501	81,272	83,678	86,057	88,457	89,645	92,059	93,263
5	76,956	79,440	84,395	86,894	89,364	91,857	93,091	95,597	96,847
6	79,914	82,493	87,638	90,233	92,798	95,386	96,668	99,271	100,569
7	82,985	85,663	91,006	93,700	96,364	99,052	100,382	103,086	104,434
8	86,175	88,956	94,503	97,302	100,068	102,859	104,241	107,047	108,447
9	89,486	92,375	98,135	101,041	103,913	106,812	108,247	111,161	112,614
10	92,926	95,924	101,907	104,924	107,907	110,917	112,407	115,432	116,943
11	96,497	99,611	105,823	108,956	112,054	115,179	116,726	119,869	121,437
12	101,715	104,998	111,546	114,849	118,114	121,409	123,039	126,352	128,004

FUTURE CONTRACT NEGOTIATIONS
Parties agree to reopen contract negotiations in May of 2028 for the purposes of negotiating a new three-year contract.

LONGEVITY
Effective the first day of the teacher work year as explained below. Teachers will be eligible to receive the following longevity payments based upon years of continuous service in the Teacher Unit in Westborough. Payments will be made in the first pay period in October; the teacher must be on the payroll in October to receive the payment.

$1500	AFTER 14 COMPLETED YEARS - 19 COMPLETED YEARS, effective September* following 14-19 completed years
$2000	AFTER 20 COMPLETED YEARS - 25 COMPLETED YEARS, effective September* following 20-25 completed years
$3000	AFTER 26 OR GREATER COMPLETED YEARS, effective September* following 26 or more completed years

* Members who have an adjusted seniority date of October 15th or earlier will be eligible for placement on the longevity scale based on the current school year.

SUPER LONGEVITY ELIMINATED
As of this contract, effective July 1, 2026, Super Longevity has been eliminated.

Grandfather Exception:
Members who are currently receiving superlongevity will continue to receive the remaining superlongevity payments per the FY23-FY26 contract. Members who have been notified that they will begin Superlongevity in September 2026, 2027 or 2028 will begin receiving payments in September 2026 for the three years of this contract cycle. Members who meet the above criteria for continued Super Longevity will be paid regular longevity as follows:

1. A member who has started receiving superlongevity payments per the 2023-2026 contract, will continue to be paid the 2023-2026 regular longevity payment amounts below:
    a. $ 1000 September* following 14-19 completed years
    b. $ 1250 September* following 20-25 completed years
    c. $ 1750 September* following 26 or more completed year
2. A member who starts receiving superlongevity payments in 2026 will not be eligible for new 2027 - 2029 regular longevity scheduled payment amounts but will continue to be paid according to the scale in (1) above until the September following their final superlongevity payment.
3. Members who retire, resign or are terminated for cause shall forfeit any remaining unpaid superlongevity amounts.

B. CO-CURRICULAR ACTIVITIES

Any proposed co-curricular activity must be negotiated by the Committee and the Association prior to its implementation. A stipend committee consisting of three (3) Association members and three (3) members of the Administration/School Committee shall continue to exist and shall meet as required. Stipend amounts will be increased annually by no less than 2%.

The co-curricular stipends list appears at the end of this contract and includes changes recommended by the Stipend Committee to the Association and the School Committee provided that such recommended change(s) has/have been approved by the Association and the School Committee.

C. SUPERVISORY POSITIONS

High School and Middle School Department Heads will:

1. Perform half of Article VIII mandated observations for each department member. Additional observations may be made. Written feedback will be shared in Frontline based on the observations, as appropriate.
2. Focus on Standards I and II in the Teacher Evaluation Rubric, but Standards III and IV may also be commented upon.
3. Maintain and share a log of observation and conference dates with the Building Administration.
4. Work three additional days at a mutually agreed upon time with the building principal. One of the three days will be to attend a district leadership retreat.

5. Coach and support department members.
6. Oversee curriculum development and recommendations.
7. Provide feedback to the primary evaluator to inform formative or summative performance evaluations for members of their departments.

Pre-K to Grade 6 Team Leaders will:

1. Assist teachers in aligning instruction and curriculum.
2. Identify, plan, and coordinate curriculum-related field trips and grade-level events.
3. Participate in monthly meetings held by the Principal and periodic meetings with the Assistant Superintendent and curriculum coordinators; communicate relevant information back to the team.
4. Assist in the recruitment, screening, hiring, and training of team personnel.
5. Lead monthly team meetings to collaborate on upcoming events and grade-wide initiatives.
6. Foster a sense of community that supports a collaborative and professional working environment.
7. Assist in coordinating the SEL curriculum.
8. Consult on the annual grade/hall budget to ensure adequate supplies, textbooks, and equipment.
9. Provide feedback on grade-level and building schedules (e.g., lunch, recess, snack, special events).
10. Collaborate with team members, staff, administration, students, and parents to address areas of concern.

The annual compensation for the Department head of Grade 7-12 Engineering and the Department head of the K-12 Librarians, and the Department Head of HS Guidance will be $9,500 for the length of this contract and they shall be scheduled for 4 teaching periods per 7 day cycle. High School Department heads for Social Studies, Science, English and Mathematics, as well as the District Nurse Leader, will be compensated $10,500 annually for the length of this contract and they shall be scheduled for 3 teaching periods per 7 period cycle.

The annual compensation for the Middle School Department Heads will be $9,500 for the length of this contract and they will receive one additional prep period per rotation during period 7, plus additional release time as needed, at the discretion of the principal to complete observations.

Elementary Team Leaders and ELL Teacher Team Leaders will be compensated $4,000 annually for the length of this contract.

Department Heads and Team Leaders are appointed annually and will be given written feedback on leadership from their principal at the close of each year.

D. SALARY CONDITIONS

Members will progress from step to step on the salary scale on the first day of school if they have worked 90 school days or more of the previous school year. The Committee reserves the right to withhold a step increment for cause.

1. Payroll payments: Teachers shall have two (2) options regarding payroll payments:
   a. Option A: The default payroll option is twenty-six (26) installments. Total pay is divided into twenty-six (26) installments. Teachers will receive twenty-one (21) bi-weekly payments September - June, and an additional lump sum payment of five (5) installments with the last pay of the regular school year. Teachers who have overdrawn their sick leave during the last pay period shall have their lump sum check withheld. The amount due the teacher will be re-computed and paid at the next regular pay period.
   b. Option B: Twenty-one (21) equal payments (bi-weekly September-June). There is no lump sum and no summer pay with Option B.
   c. Teachers who desire to change their payment option must notify the Payroll Coordinator by August 1st.
   d. If no option is selected, payment shall be made under Option A as stated above.

2. Payroll deductions: Association dues may be deducted from regular pay. It is stipulated that deduction can be twice per month and that the same type of deduction plan applies to all who intend to utilize this service. Deductions are paid to the Association in a mutually agreed upon manner.

3. A teacher resigning before the end of the school year will receive the balance due of 1/184 of the annual salary for each school day taught since the beginning of the school year.

4. Teachers who begin their services under contract after the opening of the school year will be paid 1/184 of the annual salary for each school day left until the end of the school year.

5. The Committee shall determine the annual increment to be paid for special services over and above the base salary.

6. Effective July 2, 2010, all teachers regardless of date of hire will have their salaries directly deposited into a bank account of their choosing.

7. The Committee will provide teachers with detailed pay advisories.

8. All coaches and advisors will be paid in full at the conclusion of the activity except advisors with full year assignments.

9. Within the first week of school, all teachers shall receive notification of their position, step, lane, total yearly salary, and position percentage. Any changes to the above will result in a notice to the teacher within two weeks of said change. Teachers are required to notify administration of any discrepancies in the notice within thirty (30) calendar days.

E. PART-TIME TEACHERS

1. Teachers who teach less than a full-time teaching schedule, as such schedules are established in Article VI, Sections G and H of this Contract, will receive all contractual benefits on a prorated basis based on the percentage of full-time teaching for which they are regularly scheduled except as provided for below.

2. Teachers who have a daily part-time assignment will earn sick and personal leave as stipulated in Article V., but a "day" will be understood to mean the teacher's regular scheduled part-time hours.

3. Teachers who are scheduled for fewer than 184 days will have annual sick and personal leave determined by dividing the number of days scheduled by 184 and multiplying the result times the appropriate number of days earned by full-time teachers.

4. Part-time teachers will attend a specific number of curriculum and professional development days (i.e. half-day and after school curriculum and professional development meetings) based on the percentage of their employment. The principal will determine which sessions they will attend.

5. New teachers in their first three years of employment who are part-time teachers will attend a specific number of after-school Mentor meetings, Year One Pre-PTS (professional status) meetings, and Year 2 Pre-PTS meetings, based on the percentage of their employment. The principal and/or Director of the department will determine which sessions they will attend.

6. Job share teachers will equally share all the responsibilities required of the single position.

7. All job share and part-time teachers will attend open house, orientation, and evening conferences.

F. COUNSELORS

Counselors may be required to work up to a maximum of ten (10) additional days. Up to five (5) of these days may be at the beginning of the school year and up to five (5) of these days may be at the end of the school year. Under ordinary circumstances, counselors will be notified on/or before April 15, if they are required to work at the end of the year and on/or before June 1, if they are required to work prior to the school year. Each Counselor who is required to work additional days will be paid at his/her/their per diem rate.

G. TRAVEL

Teachers who are responsible for working with students at more than one site and are required to use his/her/their own vehicle for such travel will be reimbursed at the Town's current mileage reimbursement rate.

H. FLEXIBLE SPENDING PLAN

Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by it 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.

I. WEA PRESIDENT

The WEA President shall receive five paid days of leave to conduct Association business and will be released from the following formally assigned non-teaching duties: hall duty, bus duty, recess duty, student dismissal duty, and detention duty. In lieu of the President's five designated days, three days may be used by other officers of the Association at the President's discretion and such days will be deducted from the five days allotted to the President. The President will notify pertinent school administrators if another officer needs a paid leave day to conduct Association business.

J. NURSES

Nurses will be given up to a maximum of three (3) floating days per building to fulfill duties and obligations necessary for the successful opening of school. Under ordinary circumstances, nurses will be notified on/or before April 15th , if they are required to work at the end of the school year and on/or before June 1st, if they are required to work prior to the start of the school year. Each Nurse who is required to work such day(s) will be paid at his/her/their per diem rate. Additional days may be added at the sole discretion of the Superintendent.

V. LEAVE

A. SICK LEAVE

1. All regularly employed teachers shall be granted sick leave with full pay cumulative to the number of teacher work days (184 days), for reasons of personal illness or for illness in their immediate family (immediate family means spouse/domestic partner, dependent children), or at the discretion of the Superintendent of Schools. Teachers earn sick leave at a rate of ten (10) days for the first year of service in Westborough, eleven (11) days for the second year and twelve (12) days for the third year. Teachers earn sick leave at a rate of fifteen (15) days a contract year for their fourth and successive years of continuous service. Medical and dental appointments may be considered as sick leave at the teacher's option.

2. Teachers will have the sick leave to be earned in an academic year posted to their account as of the first day of the academic year. Beginning teachers must complete twenty (20) school days of service before being eligible to use posted sick leave. Teachers will earn sick leave at the rate of one day per month for the first year; 1.1 days per month for the second year; 1.2 days per month for the third year; 1.5 days per month for the fourth and successive years.

3. In the event that a teacher terminates his/her/their service during the academic year, the sick leave will be recomputed according to the days of sick leave used in excess of the

days earned. The excess sick leave days used will be deducted at the rate of 1/184 per day from the final pay.

4. In the event that a teacher is granted a leave of absence during the year, the teacher's sick leave will be recomputed and correctly posted to indicate only sick leave actually earned as of the date of the leave. If leave is overdrawn, the teacher will have 1/184 per day deducted from the final paycheck.

5. In the case of absence due to an industrial accident, the employer agrees to make up the difference between the teacher's regular wages and the amount received from Workers' Compensation. Such difference shall be deducted from sick leave. If the question exists as to whether a teacher is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the teacher may draw sick leave benefits. The teacher shall reimburse the town for the amount received from 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 teacher's sick leave accumulation.

6. SICK LEAVE BANK
    a. The Committee agrees to establish a sick leave bank for the use of bargaining unit members who have exhausted their accumulated and annual sick leave days because of unplanned, extended and serious illness (and require additional leave to make recovery from illness and return to work unless retirement or death occurs) and would otherwise lose pay through such continued illness.

    b. Teachers who have not yet reached professional status who are covered by this collective bargaining Agreement will be eligible to receive a maximum benefit of thirty (30) days from the bank.

    c. At the beginning of the school year, each member of the bargaining unit whose total sick days exceeds the maximum accrual amount 184 days, shall donate his/her/their excess sick days that would be "lost" to the Sick Bank.

    d. Professional Status Teachers who have accumulated sick leave shall be assessed one (1) day each above and beyond any days given under Section c. in the event that the number of days in the sick leave bank falls below 50 during the school year.

    e. These days set aside in the above bank will be used to provide those teachers who have exhausted their sick leave because of the unplanned, extended and serious illness, with extended sick leave at full pay. Teachers may draw from the bank as many additional sick leave days with full pay, up to 110 days as may be necessary to make recovery from extended illness and return to work unless retirement or death occur.

    f. Teachers may receive benefits of the sick leave bank subject to the following rules:

1. Application for benefits shall be in writing to the Superintendent of Schools on the Application For Sick Bank Leave form, accompanied by a doctor's certificate as to the need for extended recovery time from the illness. The doctor's certificate must also indicate the date by which the doctor anticipates the teacher will be able to return to work.

2. Application for benefits may be made prior to the teacher's exhaustion of his/her/their own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the teacher's own sick leave benefits are exhausted and adequate medical certification has been provided.

3. Sick days drawn from the bank shall be actual work days in which school was in session excluding weekend, holiday, school closings and vacation periods.

4. No teacher shall begin to draw on the sick leave bank until absent without sick leave for five (5) days, after which time the teacher may apply for use of the sick leave bank and, if approved, the sick leave will be retroactive to the first day of this absence.

In the case of a teacher who has been absent for more than five days, who applied to the Sick Leave Bank prior to the exhaustion of his/her/their own sick leave days, and whose request for Sick Leave Bank days was approved prior to the exhaustion of his/her/their personal sick days, there will be no waiting period for the use of the Sick Leave Bank days.

5. In the event of disability, the sick leave bank benefits shall cease after 110 consecutive school days have been exhausted. Upon exhaustion of the 110 days, the teacher may reapply to the Sick Leave Bank up to an additional 30 days. The teacher may reapply for additional 30-day increments, not to exceed 180 school days total.

g. A four (4) member committee composed of two (2) members of the Association and two (2) members of the School Committee, or their designees, will administer the sick leave bank. In the event of a tie vote, the Sick Leave Bank Committee will agree upon a fifth person to break the tie. If the parties cannot agree, the Association and the Committee will draw lots to determine which party will select the tie breaker.

1. The Sick Leave Committee will make every effort to convene within twenty (20) school days from the date of a received application.

2. The Sick Leave Bank Committee will have the power to validate the applicant's request, determine the sufficiency of the medical verification and request additional documentation if deemed necessary, and the need for a specific number of days.

a. The Sick Leave Bank Committee may require a second opinion from a qualified physician if the initial documentation is deemed inadequate.
b. In the event that the two options conflict with one another, then the Sick Leave Bank Committee will select a third whose opinion will be final.
c. The cost of the second and third opinions, if any, will be shared equally by the Association and the School Committee.

3. Should the Sick Leave Bank Committee reject an application for benefits under subsection (1) without seeking a second opinion, the applicant may, at his/her/their own expense, appeal the decision by presenting a second opinion within sixty (60) days from a qualified physician from a list of physicians provided by the Sick Leave Bank Committee, subject to health plan constraints. This opinion will be binding on both the Sick Leave Bank Committee and the applicant.

4. The Sick Leave Bank Committee will have the power to deny access to the bank because of prior use of accumulated sick leave. If a member's application is denied in whole or in part because of prior sick leave usage, he/she/they will have a right to appeal said denial directly to the Sick Leave Bank Committee. The individual will have the right to be accompanied by an Association representative of his/her/their choosing, and to meet with the Sick Leave Bank Committee to present his/her/their position, express his/her/their concerns, and/or present additional data.

5. A grievance under this section may be processed and arbitrated only on the question of whether the Sick Leave Bank Committee followed the procedures.

h. Upon return from extended sick leave for which benefits were received through the sick leave bank, the teacher will be entitled to and will accumulate individual sick leave on the same basis as all other teachers per sick leave provisions elsewhere in the Contract.

i. Teachers may not utilize the sick leave bank for illness in their immediate family.

j. Teachers will NOT continue to earn annual sick leave while on sick leave through the sick leave bank.

k. Sick Leave Bank Benefits and Worker's Compensation:
If a member receiving Sick Leave Bank benefits applies for Workers' Compensation and receives days which are later determined to have a portion thereof covered by Workers'Compensation, the proportionate amount of each day the Sick Leave Bank has provided to cover time determined to be covered by the Workers' Compensation payment shall be restored to the Sick Leave Bank. Repayment to the Town will not exceed the Workers'Compensation settlement or award or the total amount paid from the Sick Leave Bank.

7. SICK LEAVE BUY-BACK

a. A unit member who voluntarily retires under the superannuation provisions of the Massachusetts General Laws after 15 years of service as a teacher in the Westborough Public Schools may request that the Westborough Public Schools pay him/her/them at the rate of 25% of the daily rate for a substitute teacher in the Westborough Public Schools for each of his/her/their unused accumulated sick leave days up to a maximum of $5,000. Such payment shall be referred to as the "Voluntary Retirement Payment" and shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the teacher.

b. To be eligible for such Voluntary Retirement Payment, such teacher 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 a request submitted is an irrevocable letter of retirement signed by the teacher with the date of retirement the same as the date of anticipated retirement. If unforeseen circumstances exist which create a hardship for a teacher who has given such notice under this subsection, the Superintendent may, at his/her/their sole discretion and on a non-precedent setting basis, waive the irrevocability of the resignation. In the event a teacher retires without having given the written request for Voluntary Retirement Payment to the Superintendent on or before December 1st, a teacher may request a waiver of the December 1st requirement from the Superintendent of Schools. The Superintendent's decision on whether or not to grant the waiver and the Superintendent's decision on whether the sick leave buyback payment will occur in the fiscal year in which the teacher retires or the following fiscal year is final and not subject to the grievance and arbitration provisions of the collective bargaining agreement.

c. On the date of anticipated retirement of such member, the Director of Finance and Operations for the Westborough Public Schools or his/her/their designee shall certify the number of unused sick leave days the teacher has accumulated and the then current daily rate for substitute teachers in the Westborough Public Schools.

d. No Voluntary Retirement Payment shall be made or be due to any teacher who does not retire on a voluntary superannuation retirement at the time of his/her/their separation from employment with the Westborough Public Schools. Such teacher shall provide the Director of Finance and Operations with documentation substantiating such superannuation retirement. Teachers who are terminated for just cause or who are otherwise involuntarily separated from the Westborough Public Schools shall not be eligible for the Voluntary Retirement Payment.

e. The Voluntary Retirement Payment shall be in the form of a bonus and paid by a separate check at the next regular payroll of the Westborough Public Schools after the date of the teacher's separation from employment provided that the teacher

has provided the documentation required in subparagraph d. of this section 6 substantiating his/her/their superannuation retirement.

f. Any Voluntary Retirement Payment made pursuant to this section 6 shall be in the form of a bonus and shall not be considered to part of a teacher's base salary for any purpose, including retirement pay.

B. BEREAVEMENT LEAVE

In the event of each case of death in the immediate family of a teacher, he/she/they will be granted, at his/her/their request, reasonable necessary time off, on the days prior to the bereavement event, on the day of the bereavement event, or on the days after the bereavement event. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, parent, brother or sister, relative living in the same household, grandparent, grandchild, parent-in-law, or individual who serves in the capacity of parent, spouse, child, or unborn child:

Up to five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, aunt, uncle or cousin:

Up to two (2) days without loss of pay.

Additional funeral leave may be granted at the discretion of the Superintendent. A teacher may elect to take one (1) additional day in a non-pay status or chargeable to available personal day leave (3 maximum) at the teacher's discretion.

Subject to necessary staffing, every reasonable effort will be made to facilitate faculty representation for the funeral of a colleague or the immediate family of a colleague without the loss of personal or sick time.

C. PERSONAL DAY LEAVE

1. Personal business is defined as essential personal matters that cannot be cared for during non-working hours.

2. Teachers 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. Part-time teachers who begin after the start of the school year will earn a prorated number of personal days.
    a. A percentage of a teacher's personal days are considered to be "earned" each month as the year progresses. In the event that a teacher terminates his/her/their service during the academic year, personal days will be recomputed according to the personal days used in excess of the days earned. The excess personal days used will be deducted at the rate of 1/184 per day from the final pay.

3. Notification for personal day leave must be submitted to the building principal five (5) full school days in advance of the date requested, unless the emergency nature of such leave precludes this action.

a. Personal days in May and June must be requested in writing to the principal with a reason for the request provided. Such requests may be denied.
b. Personal day requests for dates/days for which more than five percent of a building's teachers will be out on a personal day, may be denied by the principal. The Principal and Teacher may agree upon an alternate date, if possible.
c. Personal days taken before or after a Tuesday or Thursday no-school day require the approval of the principal.

4. Personal day leave may not be taken to extend a vacation or weekend on days immediately preceding or following:
   - Summer break, Thanksgiving break, Winter break, February break, or April break

   Any exceptions to these restricted personal days must be requested in writing to the Superintendent of Schools, or designee, for approval.

5. Prior to the start of the school year, unused personal days from the previous school year will be transferred to sick days, not to exceed existing limits on accumulation.

D. RELIGIOUS HOLIDAYS

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

E. EDUCATIONAL LEAVE

Upon recommendation of the Superintendent of Schools, educational leaves may be granted for study to a teacher by the Committee subject to the following conditions:

1. The request for educational leave must be received by the Superintendent by 1 November of the school year preceding the school year for which the educational leave is requested and action must be taken by 1 December of the same year.

2. The applicant shall have completed at least seven (7) years of full time service in Westborough by the time the leave is to begin.

3. Education leaves for professional teachers with fewer than seven (7) years of service in Westborough may be granted when it is the opinion of the Committee and the administration that great benefit to the Westborough School System will accrue if such leave is granted.

4. All decisions regarding the award of educational leave will be made upon thorough evaluation of the application considering:
   (a) Educational value of the proposed study to the school system.
   (b) The distribution of available educational leaves to the various areas of the Westborough School System.

5. Educational leave may be granted for a period up to one (1) academic year.

6. Teachers on educational leave will be paid at full salary for leave up to and including one-half year, and not less than one-half of their regular salary for leave of more than one-half year.

7. Prior to being granted educational leave, the teacher must sign an agreement with the Committee stating that he/she/they will return to his/her/their position in Westborough for two (2) academic years upon termination of such leave and that, in default of completing such service, he/she/they will refund to the Town of Westborough a sum equal to such proportion of salary received while on the leave as the amount of service not actually rendered as agreed hearts to the total amount of service agreed to be rendered.

F. PARENTAL LEAVE

1. Pursuant to the Massachusetts General Laws Chapter 149, Section 105D, every female teacher who has completed the initial probationary period of three (3) consecutive months is entitled to up to eight (8) weeks' leave for the purpose of giving birth, or for adopting a child, provided she/they gives at least two (2) weeks' notice of her/their expected departure and return dates. Such teacher is encouraged to provide the administration with as much prior notice as possible of their expected departure and return dates.

   Teachers who have completed one year of service, and have given birth, may request a twelve (12) week Leave consistent with the Family and Medical Leave Act (FMLA).
   Unit A members may use accrued sick time for any school-days that fall within:

   - any school days that fall within the first 10 weeks of the 12-week FMLA period, which begins on the day of the baby's arrival, for babies born within the 2026-2027 school year.
   - any school day that falls within the first 11 weeks of the 12-week FMLA period, which begins on the day of the baby's arrival, for babies born within the 2027-2028 school year
   - any school days that fall within the 12 weeks of the 12-week FMLA period, which begins on the day of the baby's arrival, for babies born within the 2028-2029 school year

2. A teacher intending to take a Maternity Leave of Absence and who wishes to be eligible for a Child Rearing Leave will notify the Superintendent of her/their approximate date of leave commencement and whether or not she/they anticipates taking a Child Rearing Leave at least four (4) weeks prior to the anticipated commencement of the leave. Teachers are urged to give earlier notification, thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.

3. The pregnant teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require medical evidence of the teacher's ability to continue to work in the same manner that it may require medical evidence when questioning the health of a teacher in a non-maternity related situation.

4. During the disability periods due to pregnancy or childbirth, a teacher, upon a timely request for sick leave, is eligible to use sick leave to the extent of actual disability with documentation of a disability.

5. The teacher, upon completion of parental leave, will be restored to the position she/they held when her/their leave commenced or to a substantially equivalent position, or will be granted a Child Rearing Leave of Absence in accordance with section G.

G. PRIMARY CAREGIVER LEAVE OF ABSENCE

For the adoption of a child, a primary caregiver may access the same rights as those provided in Section F (1). Such a leave must be requested in writing to the Superintendent.

H. CHILD REARING LEAVE OF ABSENCE

A teacher will be granted a child rearing leave of absence without pay upon application. A teacher may return to his/her/their teaching duties at the start of the following school year in September or the subsequent September if he/she/they notifies the Superintendent in writing on or before February 1 of the school year in which the child rearing leave commenced. The Superintendent will send the teacher a reminder letter by January 1. Such leaves cannot be consecutive except as required by law. If both parents teach in the Westborough Public Schools, only one at a time may take leave under the terms of this Article.

A domestic partner or spouse (non-birthing parent) will be entitled to use up to 20 consecutive school days of accrued sick time for a child rearing leave of absence for the birth or adoption of their own child. The sick leave bank may not be accessed for this leave.

Such leaves cannot be consecutive except as required by law. If both parents teach in the Westborough Public Schools, only one at a time may take leave under the terms of this Article.

I. FAMILY AND MEDICAL LEAVE ACT

A teacher who has been employed for one complete year shall be entitled to a leave of absence without pay for up to 12 weeks for birth, adoption, foster care placement of a child or if a serious health condition affects the teacher or the teacher's spouse, child or parent in accordance with the Family and Medical Leave Act. Upon return, the teacher will return to the same or similar job.

J. OTHER LEAVES

1. Leaves of absence with pay may be granted by the Committee, and leaves without pay may be granted by the Superintendent.

2. Leaves of absence without pay for a period of up to two (2) years may be granted to pursue other interests or to pursue alternative careers.

3. All requests for such leaves must be submitted in writing to the Superintendent thirty (30) school days in advance of taking said leave. Leaves must commence at the beginning of the school year or at a natural academic break. Notification of intent to return must be in writing to the Superintendent by the previous February 1st for leaves that commenced before the start of the school year, and May 15th for leaves that commenced during the

school year. The Superintendent will send the teacher on such leave a reminder by February 1st or April 15th, respectively.

VI. HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. TIME ON LEARNING

The superintendent will set time on learning as required by state law.

B. WORK DAY HOURS

1. Teachers will report to school to assigned places fifteen (15) minutes prior to the start of the official school day. A reasonable number of teachers will be assigned early morning duty to supervise pupils on school premises (no earlier than twenty-five (25) minutes prior to the start of the school day).

2. All teachers in Unit A will be on site for a minimum of 6.75 hours (inclusive of the 15 minutes at the start of the day) for each full-day of school.

C. WORK DAY HOURS AND PROFESSIONAL RESPONSIBILITIES

Teachers shall report to their assigned locations no later than fifteen (15) minutes prior to the start of the official school day. A reasonable number of teachers may be assigned to morning duty during this time to supervise students.

Teachers are expected to be in their classrooms and prepared to begin instruction at the contractual start of the school day. Outside of the contractual school day, teachers retain professional judgement and agree to allocate time for student support, parent communication, collaboration with colleagues, and preparation.

At the middle and high school levels, teachers shall communicate their availability before or after school, for student support, in a manner appropriate to their teaching assignment. This may include announcements in class, written communication, or use of a digital platform. This information will be shared with department heads and/or building leaders.

D. PROFESSIONAL DEVELOPMENT AND COLLABORATION TIME

1. During the academic year Professional Development will be provided by administration to allow teachers time to engage in professional development, training, common planning, cross curriculum planning, special education consultations, team meetings, and conferences. A portion of this time can be used for mandatory trainings and trainings on district-wide initiatives.
    a. There will be five (5) half days for all grades for professional development. There will be four (4) additional half days for PK-6 parent conferences.
    b. Every Monday there will be after school meetings that begin 15 minutes after the close of the school day and last for 45 minutes.
        1. 1st Working Monday: Faculty Meeting
        2. 2nd Working Monday: Department Meetings for grade 7-12 teachers & Team/Grade Level Meetings for PreK-6 teachers. As necessary and determined by department heads, release time will be provided for PK-12

cross school department meetings (Wellness, Fine Arts, ELL, Media Specialists)
3. 3rd Working Monday: Consult and Co-teaching Planning collaboration
4. 4th Working Monday: Curriculum Work and Professional duties and responsibilities
5. 5th Working Monday: Consult and Co-teaching Planning collaboration

2. The Superintendent shall supply a tentative schedule of all PD sessions for the academic year to all teachers by the first full week of school and an agenda will be provided to all teachers before each PD session. At the end of the academic year, building principals will consult with their faculty for the professional development needs of their schools for the following year.

3. For K-6 grade level teams, there will be one (1) 30 minute team meeting block once a week. This block will not occur during lunch, but may precede or follow the end of the 22-minute lunch. The block may occur anytime throughout the 6.75 contracted hours day and may, if necessary, abut the end of the school day. A portion of the meeting may occur after student dismissal.

E. EVENING MEETINGS

1. Teachers shall be required to participate in no more than three (3) evening meetings during the academic year. Such meetings may include parent-teacher conferences.
2. Release time during early dismissal school days may be granted to elementary teachers to facilitate participation in conferences.
3. Teachers shall offer parents/guardians the choice of in person and virtual parent-teacher conferences, on the designated parent-teacher conference day, and will honor the parent/guardian's choice.
4. Educators may conduct virtual conferences from their residence or another secure and private location that affords confidentiality and a professional setting. Teachers not scheduled for conferences for the full duration of the evening may utilize the remaining time to fulfill other professional responsibilities remotely.

F. TEACHER WORK YEAR

1. The work year for teachers is 184 days. All days will be scheduled between the Monday preceding Labor Day and June 30. In the event that Labor Day falls on September 7th a calendar will be proposed that begins earlier and provided to the WEA in advance for agreement.The breakdown is as follows:
    - 181 instructional days and one (1) professional development day OR 180 instructional days and two (2) professional development days;
    - one (1) orientation day;
    - one (1) PreK-6 day at the start of the teacher work year for classroom preparation
    - one (1) 7-12 day for classroom preparation/meetings at the start of the teacher work year

2. A one (1) day orientation for new teachers, department heads and team leaders will be held during the week preceding the opening of school.

- New Teachers will attend a second day of orientation during the week preceding the opening of school. These days are full days and may include: Orientation with district administrators and curriculum leaders, orientation with department and/or building administrators, technology orientation, and mentor meetings.

3. All new hires will participate in a two-year teacher intake/mentoring program.
    a. The first year of the program shall be dictated by State regulations.
    b. The second year of the program will consist of 8 sessions/12 contact hours of coursework with a reasonable amount of homework.
    c. If a teacher is unable to attend one or more of the scheduled sessions, they must contact the Assistant Superintendent or their designee to arrange for make-up work as soon as they are made aware of the conflict.
    d. Part-time teachers will be responsible for the number of sessions equivalent to their FTE. They must, at the start of their second school year, confer with the Assistant Superintendent, or their designee, to determine which sessions they must attend.
    e. Upon completion of the second year of the program, teachers will receive 3 salary credits (pro-rated for teachers who do not attend all meetings or do not complete make-up assignments).
    f. All new teachers will receive written notification of the obligations for the second year prior to employment.

G. DUTY FREE LUNCH

Teachers will have a duty-free lunch period of at least twenty two (22) minutes daily. All PK-6 teachers will be free from lunch duty except for the period of ten (10) days at the beginning of the school year and except in emergency situations.

H. ASSIGNMENTS FOR SECONDARY TEACHERS

1. Middle School - Teachers will be assigned a maximum of five (5) teaching periods per day, a minimum of one (1) preparation period per day and one (1) advisory period per week. Teachers who are members of academic teams may be assigned up to five (5) team planning periods per week. Other assigned duties may include, but not be limited to, study/lunch duty, team meeting, study duty, skill center duty, and student related conferences.
2. When a substitute cannot be obtained, full-time teachers who are normally assigned four (4) periods each day may be assigned to substitute for one (1) additional period. If additional coverage is required, then teachers who teach an additional class beyond their assigned classes, will receive a stipend of $25.00 per class covered.
3. Lunch supervision will be on a voluntary basis. Teachers who apply for said duty will receive $12.00 per lunch period. Teachers may be assigned cafeteria duty in extraordinary situations.
4. High School
    a. High School teachers will be assigned a maximum of five (5) teaching periods, a minimum of one (1) preparation period each day, and up to one (1) advisory meeting per seven day cycle. Members will not be required to perform lunch and

study duty, except in extraordinary situations. Teachers who cover this duty will receive $12.00 per lunch period.

b. When a substitute cannot be obtained, full-time teachers who are normally assigned four (4) periods each day may be assigned to substitute for one (1) additional period.

    b1. If additional coverage is required, then teachers who teach an additional class beyond their assigned classes, will receive a stipend of $25.00 per class covered.

c. Teachers who cover the same class for a teacher on leave for more than 5 consecutive days, providing curriculum and grading, will be paid $75 per class for the remainder of the time the class is consistently covered.

d. Teachers will announce and distribute to their students the posted hours during which they will be available for extra help.

5. Secondary teachers who teach classes which do not meet every day may, on occasion, be scheduled to teach six (6) classes on a given day, but their weekly average will be comparable with sub-paragraphs 1 and 2 above.

6. Teachers of advanced placement classes may be assigned five (5) classes.

I. ASSIGNMENTS FOR ELEMENTARY TEACHERS

1. Elementary teachers will not be expected to teach art, music or physical education (replacing teachers who are certified in these areas) or cover classes in these areas, but may use these five (5) periods as their preparation periods.
2. Elementary specialists, such as art, music, physical education and special education teachers will be scheduled so that they will have the equivalent of five (5) preparation periods a week.
3. In the event that a specialist is not available and a substitute teacher is not available, a comparable preparation period will be provided to the classroom teacher within the next ten school days.
4. Lunch supervision will be on a voluntary basis. Teachers who apply for said duty will receive $12.00 per lunch period. Teachers may be assigned cafeteria duty in extraordinary situations.

J. ASSIGNMENTS FOR SUPPORT TEACHING STAFF

1. At the request of the principal, Support Teaching Staff such as Counselors, Occupational Therapists, Physical Therapists, Speech Language Pathologists, BCBAs, and Psychologists may occasionally need to meet during times in which school is not in session. The scheduling of time will not exceed the number of contractual hours required to work on a typical day. Ample notice and compensatory time will be given to the teacher prior to the scheduled meeting request.

2. At the initiation of the support teacher (Counselors, Occupational Therapists, Physical Therapists, Speech Language Pathologists, BCBAs, and Psychologists) and agreed upon with the principal, support teachers may volunteer to provide student support services during times in which school is not in session. The scheduling of time will not exceed the number of contractual hours required to work on a typical day. Ample notice and

compensatory time will be given to the support teacher prior to the scheduled service delivery request.

3. One half day of professional development time on-site per year will be provided to related service providers for the purpose of completing Medicaid and insurance billing documentation.

K. VACANCIES

1. The Association President will be notified by email at least one day in advance of posting Unit A vacancies which the School District intends to fill. Vacancies shall be posted on the district's website, an external job posting board, and in the weekly newsletter.

2. Job postings will include a job description, salary range, and the closing date for applications.

3. Except in emergency cases, no vacancy will be filled until such vacancy has been posted for seven (7) business days after notice has been electronically sent to the Association president. Exceptions may be made by the Association President, in collaboration with the Director of Human Resources, in the month of August when the District is working to have all positions filled by the first day of school.

4. Any teacher certified in the area of a vacancy who applies in writing shall be given consideration and interviewed by the appropriate supervisor or administrator designated by the Superintendent of Schools.

5. When the Committee creates a new bargaining unit position, it will fulfill its bargaining obligation in accordance with M.G.L. Chapter 150E.

L. EXISTING GENERAL WORKING CONDITIONS

1. All other existing general working conditions will be considered a part of this Contract.
2. No substantial changes will be made without involvement with the Association.

M. CLASS SIZE

1. The School Committee shall develop, publish and periodically review class size guidelines, and every effort will be made to maintain class sizes within those guidelines.

N. TUITION FOR DEPENDENTS

Any child of a teacher employed by the Westborough school system may attend the Westborough Public Schools at no cost to the teacher provided that the cost to Westborough does not exceed the average per pupil cost per grade. In the event that the Committee accepts the "School Choice Law" or the "School Choice Law" is modified in a way that negatively impacts this provision, the parties agree to renegotiate this provision. In the event that this provision is determined to conflict with any state or federal statute or regulation, this Section will automatically be removed from the collective bargaining agreement. Once a child is accepted, the child and future siblings shall be allowed to attend school through grade 12 subject to exclusions provided by the student handbook, and provided the child's parent remains a teacher employed by the Westborough Public Schools.

The following criteria apply:

1. The teacher must be a full time teacher.
2. Availability of space is determined by the superintendent.
3. If more students apply than there are available spaces a lottery will take place.

O. TUITION REIMBURSEMENT

1. All teachers will be entitled to be reimbursed an amount not to exceed $700 for approved graduate courses, professional development conferences/workshops, or continuing education units needed for a professional license. A yearly budget of $100,000 will be allocated towards tuition reimbursement.

2. All courses for credit must receive prior approval by the Superintendent or designee.

3. Parameters for reimbursement:
   Approval status as "completed" and payment type of "tuition reimbursement" between July 1st and June 30th of the following year.
   If multiple courses are submitted by a teacher:
   - All the courses will be totaled together.
   - If a teacher's total does not exceed the maximum amount of $700, then their total will reflect the actual amount submitted.
   - If the total amount for a teacher exceeds $700, then it will be reduced to the maximum amount of $700.
   - If the total amount requested in a given year exceeds the budget of $100,000 the percent difference will be used to reduce each teacher's total reimbursement. If the total requested does not exceed $100,000, the balance shall be prorated among those who have applied for reimbursement for a second course or program.

4. Courses for which members are seeking graduate/salary credit must submit documentation for the course credits no later than two years after the course completion date.
5. Tuition reimbursement payments will be sent out in the month of July.

6. Members holding additional professional licenses will be permitted to apply for tuition reimbursement in order to maintain the additional licenses.

7. The district shall attempt to provide in-service classes necessary for re-certification for all teachers, including new mandates from DESE. Those members whose areas of certification are not provided for in the district's professional development offerings shall be allowed to pursue PDPs at conferences in the same manner as those who require CES/CEUS.

8. CEUs and PDPs cannot be converted into graduate/salary credit.

P. SCHOOL HEALTH AND SAFETY

The District's Employee Handbook will contain the School Committee's policies on Staff Protection, Staff Health and Safety, and Safety Program. Members of the Administration, staff and School

Committee will meet at least once each year to review the policies and make recommendations for any changes.

Q. JOINT LABOR MANAGEMENT COMMITTEE

A joint labor management committee shall be established. The committee shall consist of (8) members, four (4) selected by the president of the Association and four (4) selected by the chair of the School Committee. The committee will meet monthly during the school year to discuss matters of mutual concern.

R. SCHOOL ASSIGNMENT

Prior to June 1, teachers will be notified of their tentative program for the following year, including the school assignment and grade level.

S. TRANSFERS

1. Voluntary Transfers

Internal Transfer Process for Unit A Members

Unit A employees seeking transfer to a different position within the District, whether within their current school or to another school, shall follow the procedures outlined below. Employees are responsible for checking the District's job postings regularly on the WPS District website and initiating the appropriate steps based on the type of transfer requested. Please see table below:

Move	Required Action
Transfer to another open position within the same building under the same license (e.g., Grade 4 to Grade 6).	Employee shall notify the building principal for consideration. No online application is required.
Transfer to a different position within the same building that requires a different license (e.g., classroom teacher to librarian).	Employee shall notify the building principal and submit an internal application via the District's application software.
Transfer to the same position in a different school under the same license.	Employee shall notify their current principal and the receiving principal, and submit an internal application.
Transfer to a different position in another school that requires a different license.	Employee shall notify their current principal and the receiving principal, and submit an internal application.

With the exception of internal transfers involving the same position within the same school, all other transfers require submission of an internal application through the District's online hiring system (TalentEd). This allows receiving principals to review the applicant's qualifications and experience.

Employees who have previously interviewed for a position may reapply and will be considered for an interview if there are updates to their qualifications.

Voluntary transfer opportunities shall be posted as stated in Section J.I.

2. Involuntary Transfers

When the Superintendent determines that an involuntary transfer is necessary, and that it is in the best interest of the students, the Superintendent or designee will meet with the teacher and the WEA representative to explain the reason(s) at least 10 school days prior to said transfer if an emergency situation arises during the school year, or before June 1st if the transfer is effective for the following school year.

VII. REDUCTION IN FORCE

A. GENERAL PROCEDURE

1. If for any reason the Committee deems it necessary to reduce teaching staff in accordance with a decline in enrollment, reorganization, budget limitations, or as other circumstances may warrant, the following procedures will be followed:

    a. In the event a reduction in the number of professional status teachers is deemed warranted by the Committee and such reduction cannot be effected through the normal attrition process, the provisions in this Article will be applied to determine which professional status teachers are to be laid off.
    b. In the event of a reduction in force, the rights of teachers not on professional status will be limited to those provided by statute unless specifically and expressly provided by this Article.

2. Professional status teachers will be laid off according to the procedure below:
    a. The least senior teacher in the affected discipline will be laid off first.
    b. Additional layoffs within the same discipline will be in reverse order of seniority.
    c. Exceptions to the above may be made when it can be demonstrated that the performance of a senior teacher in the affected discipline is less than satisfactory and/or that the junior teacher must be retained to preserve an existing program.
    d. Once it is determined by the Committee to reduce a full-time position to part-time position, a job description will be posted and volunteers will be sought to transfer into the part-time position.
        i. If no qualified volunteer is transferred to the newly created part-time position, the Reduction-In-Force procedure outlined in this section will be implemented.

ii. A teacher so reduced, or done so voluntarily, to part-time status will retain all professional status and seniority rights and will continue to earn seniority in accordance with this Article.

iii. A teacher whose hours are reduced, whether voluntarily or through a Reduction-in-Force, will have the option to be restored to full-time status whenever a position becomes available.

3. For the purpose of this Article, the discipline is defined as the current certificate held under which the teacher is currently working. Certificate categories are defined by the Department of Education.

4. Seniority
   a. Seniority in discipline will mean length of continuous service in a professional capacity in the Teachers' Unit in the Westborough Public Schools, such service computed in years and months.Service is deemed to start on the first day professional duties are performed in the Westborough Public Schools. A teacher will be listed on the seniority list of the discipline in which he/she/they is currently teaching a majority of the time if it becomes necessary to reduce the force of professional status teachers in a particular discipline. Ties in length of service shall be resolved by the date of hire letters. In the event that the dates of hire letters are identical, the tie shall be resolved by comparing the teachers' Social Security numbers. The teacher whose Social Security number has the higher numerical value shall be deemed to be more senior.
   b. A professional status teacher who is to be laid off in a particular discipline and is qualified to teach in another discipline will be placed in the second discipline for the purpose of determining if he/she/they or another teacher from the discipline is to be laid off. In making a determination of "qualified" pursuant to this Article, the Committee shall consider:
      - certification;
      - major and minor fields of concentration;
      - teaching experience in Westborough in the discipline;
      - teaching experience outside the system in the discipline;
      - related experience in business and industry;
      - professional development experience in the discipline within the past five years.

An unpaid leave of absence approved by the Committee for a teacher will not be deemed to constitute a break in service; however, any time spent beyond a 12-week FMLA leave of absence will not be included in the computations of the total length of service. Full-year leaves of absences move the teacher down a full year on the seniority list.

B. SENIORITY LIST

A list specifying the seniority of each teacher shall be prepared by the Director of Human Resources, and forwarded to the President of the Association by October 30. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written. Final copies will be sent to each school.

1. Teachers that have worked as a long-term substitute for a Unit A staff member, prior to becoming a permanent Unit A member, on a salaried full-year long-term substitute job, and without a break in service, will have that service time applied towards their seniority date.

C. NOTIFICATION

Teachers to be dismissed under the provision of this article will be notified of such in writing no later than May 15 of the school year preceding the school year in which the reduction is to be effective.

D. RECALL

1. A professional status teacher laid off under this Article shall have recall rights for a two (2) year period commencing on 1 July following the last school year he/she/they taught before being laid off. During the recall period, the laid off teacher will have preference for any vacancy or new position for which he/she/they is eligible in accordance with the experience criteria established in paragraph A.4. above.
    a. A laid off teacher will be given priority on the substitute list during said recall period if the teacher has so requested in writing to the Superintendent.

2. A teacher to be recalled shall be notified at the last address on file with the Superintendent A teacher to be recalled shall be notified at the last address on file with the Superintendent by registered or certified mail and a copy of such notice will be forwarded to the president of the Association. If the teacher fails to respond affirmatively to the recall within two (2) weeks of the date of mailing of the notice, the teacher will forfeit all recall rights under this Article.

3. A teacher recalled under this Article will be given full credit for prior service in the Westborough Public School where length of service in the discipline is being computed. However time spent awaiting recall while not employed by the Committee will not be included in the computation. Placement on the salary schedule shall be done in a manner consistent with the conditions of the previous sentence. Sick leave benefits and professional status to which a teacher was entitled at the time of layoff will be restored in full upon recall.

4. During the first year of the recall period, teachers will be entitled to retain membership in group life and medical insurance plans of the Town of Westborough provided that the teacher pays 100% of the premium cost (no part of the premiums to be paid by the Committee or the Town of Westborough) and providing that the applicable carrier allows such inclusion. If the teacher forfeits recall rights as specified in Section D.2. of this Article, then the insurance coverage under this paragraph is also forfeited.

5. In recognition of the fact that a layoff is treated as an involuntary leave of absence without pay with recall rights under this Article, a teacher who accepts such leave in lieu of dismissal agrees, in writing, not to exercise any present rights that they may have pursuant to General Laws, Chapter 71, Section 42.

E. ADMINISTRATIVE RIGHTS

Administrators will be credited in seniority computations with all service in a teaching capacity in the Westborough Public Schools.

F. GRIEVANCE AND ARBITRATION

Dismissal of a professional status teacher under A.1. and 2. and determination of qualifications under A.4.b.(1) of this Article will not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of (1) whether the Committee considered the criteria of Section A.2. and/or A.4.b. of this Article and (2) whether the decision of the Committee was predicated upon the aforementioned criteria. In the event the arbitrator finds that the Committee considered the aforementioned criteria and that the decision of the Committee was predicated upon said criteria, the grievance will be dismissed. In the event the arbitrator finds that the Committee did not look at the aforementioned criteria or that the decision of the Committee was not predicated upon said criteria, the sole remedy available to the arbitrator will be to refer the case back to the Committee for consideration in accordance with this Article. The arbitrator will not under any circumstances substitute his/her judgment for that of the Committee.

VII. TEACHER EVALUATION

The teachers under this contract shall be evaluated using the most current DESE evaluation rubric, in accordance with the current agreement between the Westborough Education Association and the Westborough School Committee using current procedures which may be amended from time to time in writing by the parties.

A. EVALUATION REVIEW COMMITTEE

An Evaluation Review Committee consisting of 12 members (one teacher from each school appointed by the WEA President; 3 principals and 3 administrators appointed by the Superintendent and co-chaired by a WEA and administration appointee) will meet at least once a year to review and make recommendations for revising our procedures to the WEA and School Committee. Both bodies must approve any changes in the procedures.

B. REOPENER FOR DESE REGULATIONS

Parties agree to reopen Article VIII: Teacher Evaluation to address any changes necessary or desirable as a result of new evaluation regulations from the DESE.

IX. SMOKE-FREE/VAPE-FREE SCHOOLS

Effective 9/1/1994, the Westborough Schools will be smoke-free and effective 7/1/2026, vape free as well.

X. DURATION

A. This contract shall remain in force until June 30, 2029. and the signature of the current President of the Association and the current Chairperson of the Committee will appear on said contract, with the date that the contract is signed. It may be amended by the agreement of the same parties who have been identified in the RECOGNITION CLAUSE of this contract. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties will have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.

B. This contract is a complete contract between the parties covering all subjects of bargaining for the term hereof. The Committee shall not be under any obligation to negotiate with the

Association any modifications or additions to this contract which are to become effective during the term hereof.

C. In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association, they will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this contract.

XII. SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers will be found to be contrary to law or regulations, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law or regulations, but all other provisions or applications will continue in full force and effect.

Agreed to this 9 day of April June 2026.

WESTBOROUGH EDUCATION ASSOCIATION

Michele Fridley, President

Taylor Wentworth, WEA

WESTBOROUGH SCHOOL COMMITTEE

Jakub Moskal, School Committee Chairperson

Tim Askew, School Committee Vice Chairperson

CO-CURRICULAR ACTIVITIES STIPEND LISTING

The current Co-Curricular and Extra-Curricular Stipends List can be found on the WPS website @ ***https://www.westboroughk12.org/district-departments/human-resources/contracts*** ***(click on stipends)*** and includes changes recommended by the Stipend Committee to the Association and the School Committee provided that such recommended change(s) has/have been approved by the Association and the School Committee.