

West Bridgewater Education Association, Inc.

Collective Bargaining Agreement

September 1, 2011

through

August 31, 2014

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AGREEMENT

Acting under the provision of Massachusetts General Laws (G.L.) Chapter 150E, this contract is made as of the first day of September, 2011, by the SCHOOL COMMITTEE OF THE TOWN OF WEST BRIDGEWATER (hereinafter sometimes referred to as the Committee) and the WEST BRIDGEWATER EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

ARTICLE I RECOGNITION

1. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and regular part-time employees including federally funded employees, as such employees are defined in M.G.L. Chapter 150E, nurses, and all sub-professional instructional employees including, but not limited to, instructional assistants, tutors, permanent/long-term substitutes and other hourly instructional employees and excluding secretaries, custodians, cafeteria workers, administrators including, but not limited to principals, assistant principals, special education director, guidance director, junior high administrator/business manager, and managerial and confidential employees as defined in Chapter 150E. Those positions currently funded with federal monies at an hourly rate of pay may be represented by the WBEA in a non-exclusive manner.

2. The term "employee" as used throughout this contract shall include and apply to all members of the bargaining unit unless otherwise specified.

3. The budget voted by the Committee (and approved at the West Bridgewater Town Meeting) indicating the FULL TIME EQUIVALENCY (F.T.E.) for any position will be used by the Committee when filling said position(s). If services needed exceed the F.T.E. then the Committee may hire outside services on a per hour basis. Once the F.T.E. services equal 50% or more time for any individual, his/her working conditions, etc., shall adhere to the terms set forth in this Collective Bargaining Agreement between the Committee and the Association. Every effort will be made by the Committee to build into the following year's budget all F.T.E.'s with the additional levels of service and funding.

4. The Association recognizes the Committee's right to create new positions and in turn the Committee recognizes the Association's right, once said positions have been created and provided said positions are appropriate accretions to the bargaining unit, to bargain over mandatory subjects of bargaining related to said newly created position(s). The Superintendent will meet with the WBEA President to discuss new position(s) relative to job description and salary. Conditions will be agreed upon subject to approval of the WBEA Executive Board and School Committee.

ARTICLE II PAYROLL DEDUCTIONS

The Committee shall certify to the Town Treasurer deductions from salaries of employees for an agency fee or current dues of teacher associations, local, county, state and national, upon written authorizations of the employees. The Committee shall also enter into a written agreement with any employee who wishes to do so to purchase an individual or group annuity contract for such employee, all as provided, in and subject to M.G.L. Chapter 71, Section 37B.

The Guidelines which address all payroll deduction changes, etc. are as follows: These guidelines will be followed for the duration of this contract, so please note them carefully.

1. Changes in BC/BS or other health plan, Credit Union, and dependents will be made at any time. Employees may enroll in BC/BS or any other health plan at anytime. Current health plan members may switch to another plan only in the Spring to be effective July 1st.
2. West Bridgewater Education Association dues will be deducted starting in November and run for 10 months.
3. Club advisors will be paid 1/3 on the first payroll in December and 2/3 on the second payroll in May.
4. Coaches and other seasonal personnel will be paid in full at the end of the respective season. For example: all coaches of all fall sports will be paid on the payroll which immediately follows Thanksgiving.
5. Year long positions covered under the extra curricular section of the agreement will be paid 1/3 on the first payroll in December and 2/3 on the second payroll in May.
6. An employee may elect to have his/her paycheck or portion thereof deposited directly to a bank or credit union.
7. A cafeteria plan has been established for employees who wish to participate. The election for the medical insurance premium payments section of the cafeteria plan is made annually during December to take effect in January.
8. Employees may purchase savings bonds through payroll deduction.

The next changes will be processed 3 times per year. Since we must submit our payroll information to the computer center 2 weeks prior to issuance of checks, note carefully the dates which must be adhered to for changes to be processed.

	A	B	C
9. Annuities*	yes	yes	no
10. Change in step**	yes	yes	yes
11. Change in track**	yes	yes	yes
12. Supermax**	yes	yes	yes
13. Any employee who anticipates a change in track or supermax must notify the Superintendent on or before January 15 of the <u>prior year</u> to the anticipated changes occurring.			

A. This will be the 1st payroll in September; information needed by AUGUST 15.

B. This will be the 1st payroll in February; information needed by JANUARY 15.

C. This will be the 2nd payroll in May; information needed by MAY 1.

*All annuity contracts will be 24 payments and may be canceled at any time. The actual annuity deduction/premium payment will be made within fourteen days of the deduction as per M.G.L. Chapter 112, Section 1.

**changes in step, track, supermax, and longevity will be prorated as follows:

Notification prior to 9/1	100%
Notification after 9/1 but prior to 10/1	90%
Notification after 10/1 but prior to 11/1	80%
Notification after 11/1 but prior to 12/1	70%
Notification after 12/1 but prior to 1/1	60%
Notification after 1/1 but prior to 2/1	50%
Notification after 2/1 but prior to 3/1	40%
Notification after 3/1 but prior to 4/1	30%
Notification after 4/1 but prior to 5/1	20%
Notification after 5/1 but prior to 6/1	0%

**ARTICLE III
NO STRIKE**

No employee or the Association shall engage in a strike against the Committee or any agency or activity of the Town of West Bridgewater and neither any employee nor the Association shall induce, encourage or condone any strike, work stoppage, slow-down or withholding of services by any employee of the Committee.

ARTICLE IV MANAGEMENT RIGHTS

1. The Committee, on behalf of the residents of West Bridgewater, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the Commonwealth of Massachusetts, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the West Bridgewater public schools and related properties and facilities, and the activities of the employees of the Committee;

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Committee;

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

2. Discharge of these rights and responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, and the employees as to matters in which the particular employees have an interest, but such consultations and free exchanges are not a condition of the exercise by the Committee of any right described in this Article.

3. The exercise by the Committee of the foregoing powers, rights, authority, duties and responsibilities, the adoption by the Committee of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Contract as the same may be in conformance with the Constitution and laws of the Commonwealth of Massachusetts, and the Constitution and the laws of the United States.

4. Nothing contained herein shall be considered to deny to or restrict the committee in the exercise of its rights, responsibilities, and authority under the Massachusetts General Laws or any other national, state or municipal laws or regulations as they pertain to education.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. Definitions:

1. Grievance--A grievance is defined as a complaint that there has been violation, misinterpretation, or inequitable application of the provisions of this Contract.
2. Grievant--A grievant may be either an individual employee, a group of employees, or the Association.
3. Days--Days shall mean school days except during the summer recess when days shall mean business days.

B.

1. All grievances shall be in writing and shall specify the nature of the grievance, article or articles violated and remedy sought.
2. Decisions on grievances shall be in writing and shall include a statement of the reason(s) for the decision. Decisions shall not be inconsistent with the terms of the Agreement.
3. A grievant may present a grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings and no settlement inconsistent with all the terms of the Contract may be effected. Notification to the Association of a Level 1 meeting shall be the responsibility of the building principal and grievant. It is also the responsibility of the grievant, under this section, to notify the Association of a Level 2 and/or Level 3 meeting.
4. All grievances brought before the Committee will be held in closed session unless the grievant and/or Association request an open session.
5. The grievant may be represented at all stages of the Grievance procedure by representatives of the WBEA and/or its affiliates.

C.

The purpose of the Grievance Procedure is to produce prompt and equitable solutions to those problems which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level 1 - Principal

The grievant and the Association shall present the grievance to the appropriate building

principal within thirty (30) days of the occurrence of any grievance, or the date of first knowledge of its occurrence by any party affected by it. The Principal shall meet with the grievant and the Association within ten (10) days of receipt of such grievance and render a decision to the grievant and the Association within ten (10) days of such meeting.

Level 2 - Superintendent

If the grievance has not been resolved at Level 1 to the satisfaction of the grievant, the grievant may appeal such decision to the Superintendent within ten (10) days of receipt of such decision. The Superintendent shall meet with the grievant and the Association to discuss the allegations within ten (10) days of receipt of the written appeal and render his/her decision to the grievant and the Association within ten (10) days of such meeting.

Level 3 - Committee

If the grievance has not been resolved at Level 2 to the satisfaction of the grievant, the grievant may appeal such decision to the School Committee within fifteen (15) days of receipt of the Level 2 decision. The committee, grievant, and the Association will meet for the purpose of resolving the grievance within fifteen (15) days. Within fifteen (15) days of said meeting a decision will be sent to the grievant and the Association.

Level 4 - Arbitration

A. If the grievance has not been decided at Level 3 to the satisfaction of the Association, the Association may, within fifteen (15) days after the receipt of the decision at Level 3, present the grievance for Arbitration to the American Arbitration Association for disposition in accordance with their Voluntary Labor Arbitration Rules. The association will also send a copy of the demand for arbitration to the chairperson of the School Committee within fifteen (15) days after receipt of the Level 3 decision. The Arbitrator is without authority to render a decision which requires the commission of an act prohibited by state law or which is violation of the terms of this Agreement. The Arbitrator's decision will be final, binding, and in writing and will set forth his findings of fact, reasoning, conclusions of the issues submitted by the parties.

B. All costs for the services of the Arbitrator shall be borne equally by the parties.

C. If a grievance involves suspension, dismissal, removal or termination of employment of an employee, the employee may begin the grievance process at Level 3.

D-1. If a grievance is not initiated or appealed in accordance with this Grievance Procedure, the grievance shall be deemed waived.

D-2. A grievance initiated by a group of employees or the Association may be initiated at Level 2 if mutually agreed to by the Association and the Superintendent.

D-3. No written document or record relating to any grievance shall be filed in the personnel folder of any employee except as may be required to implement the disposition thereof.

D-4. The time limits herein may be extended in writing by mutual Agreement of the parties.

D-5. Attendance by the grievant and the Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

D-6. The Committee will make available to the grievant and the Association such documents and data as the Committee may possess which pertains to the grievance and which are public records.

D-7. The Committee and the Association will endeavor in good faith to expedite the Grievance Procedure in grievances which are filed near to the end of the school year so that the Level 3 meeting with the Committee will take place prior to or as soon as possible after the end of the school year.

D-8. No reprisals of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceeding by reason of such participation.

ARTICLE VI
SALARIES, STIPENDS AND EXTRA CURRICULAR POSITIONS

1. The salaries of all employees and salary differentials applicable to certain positions together with certain related conditions are set forth in the appendices attached hereto and made a part hereof. Each appendix states the category of employees to which it applies.

2. Upon initial employment, an employee shall be placed upon the salary step applicable to the employee's academic attainment and at the salary step which recognizes years of prior experience as an accredited professional employee in any public school system. In addition to recognizing prior experience stated above, the Superintendent may also recognize, to the extent he/she deems appropriate, prior experience in:
 - A. professional employment in a private school
 - B. military service, and
 - C. business, industry or other activity

At the Superintendent's discretion, an employee may be placed on a lower step than was attained in another public school system, with the exclusion of previously (RIF) Reduction in Force employees from the West Bridgewater Public School System.

3. To be eligible for salary step increases, a professional employee not on maximum shall earn educational credits as follows:

After 3rd year of employment 6 credits
Each subsequent 3 years to maximum 3 credits

One credit is equal to fifteen (15) professional development points (PDPs) hours. Approved courses, workshops, seminars, etc. shall satisfy this requirement. One (1) PDP shall equal 0.1 CEU unless otherwise specified on the certificate of completion.

Instructional Assistants must participate in a professional growth plan, approved by the Building Principal, consistent with building and system wide curriculum plans.

4. An employee who feels that he or she is not initially placed on the appropriate salary step shall so state in writing to the Superintendent and Association together with the reasons why a change is considered justified.

5. All employees covered by this agreement will be paid every other Friday

beginning with the third (3rd) Friday of September. Employees will be paid in twenty-six (26) equal installments, with the last five (5) payments payable by June 30th of each year. If the last day of school for students is a regular payday, the five (5) payment lump sum will be dated and payable on that date. An employee may elect to have his/her paycheck deposited directly to a bank or credit union.

6. Appendix E sets forth stipends, or formulas for computing stipends, to be paid employees for services in extra-curricular positions.

7. Stipends for extra-curricular positions will be paid in accordance with Article II.

8. Availability of employment in an extra-curricular position shall be made known to employees by general announcement. An employee may seek or refrain from seeking any such employment. Appointments to extra-curricular positions shall be made annually. In cases where an employee has accepted an appointment prior to the issuance of the employee's personal "contract" for a school year, the appointment shall be noted in the "contract." In its discretion, the Committee may add or discontinue an extra-curricular position at any time, it being understood that normally discontinuance will be based on lack of student interest. If an extra-curricular position appointment which has been accepted by an employee is to be discontinued, the Committee shall notify the employee of such discontinuance as far as possible in advance of the date when service in the position would otherwise have begun. The provisions of Article XVIII of this Contract shall apply to an employee while serving in an extra-curricular position, and performance of an employee in an extra-curricular position or failure of an employee to seek or accept appointment to an extra-curricular position shall not be referred to in any evaluation under Article XIII. Other than as provided in this Section, and as provided in section 6 and Appendix E with respect to stipends to be paid employees for service in extra-curricular positions, this Contract shall not apply in any respect to any extra-curricular position or to service therein.

9. No employee currently holding an extra-curricular position will suffer a decrease in compensation, as applied to the increased salary schedule for extracurricular positions, because of the assessment of (1) description of program; (2) the number of hours per year; or (3) the number of students involved.

10. **MENTOR PROGRAM**

The Committee will provide a Mentoring Program according to the DESE regulations and guidelines.

Each newly hired teacher must participate in the Mentor/Mentee induction program for at least one year. A Head Mentor will be responsible to direct the Mentors and Guides and will mentor one teacher as part of his or her stipend.

For each new teacher in a building a Mentor will be provided. If a new teacher

enters the system on a date other than the first day of that school year, the Mentor assigned will be compensated proportionately.

Mentors must attend Orientation Training within one year of being appointed. A teacher Guide will be provided for those teachers newly hired to West Bridgewater with past professional teacher status.

The stipends for Head Mentor, Mentor and Guide will be paid in accordance with Appendix E.

**ARTICLE VII
WORK YEAR, WORKDAY, WORKLOAD**

1. WORK YEAR, WORKDAY, WORKLOAD

A. The Committee determines, subject to law and applicable regulation of superior authority, the length of school day and the number of school days in the school year. The school day for a particular school is the period commencing at the time by which students must be present and ending at the time of the last scheduled dismissal of students. Prior to the commencement of a school year the Committee shall fix, and shall advise the employees and the Association of the starting and ending times of each school in the system. Prior to the end of a school year the Committee shall adopt, and shall advise the employees and Association of the calendar for the next following school year. A calendar once adopted shall not be changed without prior consultation with the Association except in case of emergency.

B. The Committee fixes, subject to law and superior regulation, the number of days on which students are required to attend school in any school year. Employees shall be present each day on which students are required to attend and on the day before and the day after the dates established for students' attendance, provided that an employee who completes all duties to the satisfaction of the building principal by the last date established for student attendance may be excused on that day. Employees will be present a minimum of 181 days. Employees shall be entitled to proportionately greater compensation for any school year during which they are required to be present more than 183 days. The 183 day for employees is intended to be used in the case of an emergency such as a school(s) being closed due to power failure, boiler problems, etc. and the school is unable to acquire a waiver from the state.

2. EMPLOYEE WORK DAY-GENERAL

A. The employee day is the period during which an employee is required to be present in a school or schools. For employees assigned to a particular school and not assigned to bus supervision duty the employee day shall commence not more than fifteen (15) minutes before the start of the school day. When, however, it is necessary or desirable that particular employees be present prior to the commencement of the regular employees day to participate in a student evaluation or for a meeting of employees of a particular department or school, the employee day for such employees may be scheduled to commence not more than thirty (30) minutes before the start of the school day. Except in an emergency, notice of any such early commencement shall be given to the employees concerned at least two school days before such early commencement date. Every reasonable effort will be made to keep the number of such meetings for individual employees to a reasonable number. The employee day for all teachers and nurses shall end thirty (30) minutes after the

end of the school day, except that on Friday or on the day before a holiday the employee day for employees at a particular school may end earlier at the discretion of the building principal, but not later than ten (10) minutes after the end of the school day. The ending time for instructional assistants shall be fifteen (15) minutes after students are dismissed and their student duties are complete. In order to provide supervision in a school during the period from the first bus arrival until the commencement of the employee day for such school, and during the period from the end of the employee day for such school until the last bus departure, teachers and instructional assistants assigned to such school may be assigned by the building principal to an earlier commencing or later ending time, providing that such assignments shall be made on an equitable basis. Any teacher or instructional assistant assigned to a commencing time and any teacher, nurse or instructional assistant scheduled for an early student evaluation or meeting earlier than fifteen (15) minutes before, or any teacher or instructional assistant assigned to an ending time later than fifteen (15) minutes after, the employee day otherwise applicable to such teacher, or nurse or instructional assistant shall be entitled to compensatory time off. In no case other than as specifically provided for in this section shall the employee day for employees exceed 7 1/4 hours. Give or take ten minutes, the starting and closing times shall be:

High School	7:30 - 2:45
Howard School	7:50 - 3:05
Rose L. MacDonald School	8:15 - 3:30
Spring Street	7:50 - 3:05

3. **WORKSHOPS**

A. During the school year there shall be a program of teacher workshops for professional development and curriculum improvement purposes, which may include, but are not limited to, workshops of teachers for planning, coordination and preparation of subject matter and material and evaluation of student needs. These workshops shall be scheduled to be held during the employee day for the particular school or, in the case of workshops for teachers in both elementary and other schools, during the employee day for the elementary schools, except that not more than two may be scheduled to continue not more than one-half hour each after the end of the applicable employee day. The number of and subject matter for workshops shall be planned jointly by teachers and administrators subject to the approval of the Superintendent. Workshops may be planned for teachers in a particular school or schools or for all teachers in the school system. The announcement shall also state the proposed subject matter and date of each workshop and be published no later than October 1. By agreement of the planning group, the subject matter of any workshop may be changed. Planning workshops for purposes of scheduling specialists and planning for new students will be scheduled no later than the first full week of school.

4. MIDDLE-SENIOR HIGH SCHOOL WORKDAY

A. Effective with the 04-05 school year, the Middle-Senior High School shall follow an eight-block cycle on an alternate day schedule, such that four blocks will meet on day one of the cycle, and the other four blocks will meet on day two of the cycle. Teachers may be scheduled with a maximum of six teaching blocks during the eight-block cycle. Assignment of six teaching blocks shall be on a rotating basis, by department, whenever possible. No teacher will have more than three teaching blocks on any particular day. All teachers are to have a duty-free lunch period and one duty free preparation period per day excluding lunch time. Teachers may be assigned a duty for no more than one half of a block, as needed, on a rotating basis. There shall be an equitable distribution of duties for all teachers. Said duties shall not exceed fifteen (15) per school year per teacher. Teachers in the middle-senior high school shall also accept assignment to homeroom supervisory duties. Teachers will not be required to teach more than four (4) preparations per two day cycle with the exception of art, music, physical education, health and foreign languages. It is the intention of the parties that this different block structure shall not be adopted for the purpose of reducing the number of teachers below the number otherwise determined by the total student enrollment in the school in effect immediately prior to the change. However, this would not inhibit the Committee's authority to reduce staff for other reasons permitted by law and this Agreement.

5. ELEMENTARY WORKDAY

A. Teachers in the elementary schools shall ordinarily be scheduled with a thirty (30) minute duty-free lunch period and a thirty (30) minute duty-free preparation period each day. An elementary school teacher shall not be responsible for class supervision while the teacher's class is being taught by a special area teacher. An elementary school teacher shall also not be responsible for class supervision while the teacher's class is scheduled to be taught by a special area teacher who is absent unless either (1) the absence results from the fact that the special area teacher is working with other pupils in preparing for or carrying out a school-related program or (2) the elementary school teacher otherwise has at least thirty minutes of duty-free time in addition to the lunch period during the day in question. Elementary school teachers shall be responsible, whether by presence or observation or other appropriate means, for continuity in the special area programs. Teachers in the elementary schools shall accept assignment to student supervision duty from the time the first bus is scheduled to arrive at a particular school, such assignment is to be made on an equitable basis. As used in Sections 4 and 5 the word "ordinarily" shall mean under all circumstances except those of an unforeseen and emergency nature which render the stated scheduling to be substantially impossible to achieve.

6. SPECIALIST CLASS

A. A specialist's class shall consist of one (1) homeroom or one (1) classroom teacher's class at grades K-6. All specialists' classes shall be equal in length in all elementary classes for grades 1-6. Health will stay at 30 minutes per class and all other specialists will be 45 minutes in length.

B. If a SPED child or children are assigned an instructional assistant to help the regular education classroom teacher, then the instructional assistant(s) may, if deemed necessary, accompany and stay with the child or children during the specialist's class (P.E., Music, Art, Library, etc.)

7. DIFFERENT PERIOD STRUCTURE AT THE HIGH SCHOOL

A. During the term of this Agreement, should either party propose to modify the Middle/Senior High School schedule, the parties agree that they will, upon written notice to the other, meet and bargain over a new schedule. If there is no agreement reached, the then current schedule will remain in effect.

8. COORDINATORS, ATHLETIC DIRECTOR, DEAN OF STUDENTS

A. Coordinators shall not be scheduled for more than four (4) teaching periods out of eight (8), or equivalent time in the event of a change in the present period structure in any school day. For the duration of the Health Grant, this will be the only K-12 department and will revert to 7-12 and the Health and Physical Education Coordinator will teach four periods per day.

B. The Athletic Director will teach four periods per day.

C. The Dean of Students may be assigned to teach up to three classes at the discretion of the principal.

D. 1. Guidance Counselors may be required by the Principal to work up to five days after the close of school and up to five days before the start of the school year for teachers and shall be paid a per diem based on 1/181th of their annual salary for any days worked.

2. The extra days referenced above, if needed, will be scheduled by the Principal after discussion between the building Principal and the Counselor.

3. Any additional days needed in excess of the ten days provided above will be scheduled by mutual agreement of the Principal and the Counselor.

9. **NURSES AND INSTRUCTIONAL ASSISTANTS**

A. Nurses and instructional assistants shall be scheduled with a duty-free lunch period. When an instructional assistant is expected to organize, prepare and/or plan activities for student(s), a 30 minute duty-free preparation period will be provided each day.

10. **WORKLOAD/CLASS SIZE**

A. The Committee will strive for a maximum of twenty-five (25) students per class.

B. The number of students enrolled in a subject or course will be limited to one student per piece of equipment, i.e. computers or lab stations (science). The Committee will strive for a maximum of 75 students in the gym area with appropriate staffing to ensure the safety of the students at the Middle-Senior High School.

11. **LAST DAY FOR STUDENTS**

A. The last day of school for students in a particular school shall be a half day.

12. Subject to the provisions of this contract the wages, hours, and other conditions of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable.

Director of Technology

General Statement of Duties:

The Director of Technology will insure the effective application of all phases of technology into the teaching and learning process. The duties include repair and maintenance of all technology related equipment and support for all network software.

The position is an eleven (11) month contract position and the person services grades K-12.

Person may teach a maximum of 1 class. Sick leave will be pro-rated and sick leave days will accrue to 200 with a maximum sick leave buy-back of 25% of the days available.

Performance responsibilities:

* Oversee the selection, installation, and application of all hardware and

educational software in the district.

- * Conduct staff training workshops as needed.
- * Provide technical assistance to staff and students
- * Direct, implement, and update annually, the school's technology plan.
- * Maintain current hardware and software inventories.
- * Upgrade hardware and software as needed.
- * Develop and monitor operating budget for technology
- * Perform daily server backups
- * Perform upgrades to workstations as needed.
- * Troubleshoot and repair hardware and software problems with workstations.
- * Setup and deploy new workstations when purchased.
- * Work with independent contractor in all aspects of server maintenance and upgrades.

At the end of three years the Association and the School Committee will revisit this Agreement.

Contract for each year shall be for 205 days running from July 1, until June 30."

ARTICLE VIII
SUBSTITUTES: ADDITIONAL EMERGENCY SERVICE

1. An employee who expects to be unable to perform services on any school day, other than in the case of a previously approved leave, shall use his/her best efforts to notify the designated staff member not later than 6:30 a.m. on the day in question. The designated staff member shall use his/her best efforts to provide substitutes for employees who are absent.

2. In the event that a teacher is absent on a school day and a substitute has not been obtained, the building principal may designate a teacher or an instructional assistant to cover each instructional period, or equivalent length of time in the case of an elementary grade, for which the absent teacher was scheduled on such day. Such designation shall, to the extent reasonably possible, be made in accordance with the following procedure: if the absent teacher is a secondary level subject matter teacher, the building principal shall seek volunteers from available teachers in the same subject matter and if there is no volunteer, may designate any of the available teachers in the same subject area. If there is no available teacher in the same subject matter, the building principal shall seek volunteers from, and if there is no volunteer, may designate any of the available teachers in the building. If there is no available teacher, the building principal may designate an instructional assistant who shall perform supervisory but not instructional duties. If the absent teacher is an elementary teacher, the building principal may designate whichever teacher in the building is available with the least disruption of other instructional activities. An instructional assistant will be assigned classroom coverage only for the staff member to whom assigned. An instructional assistant who covers the class will receive their regular pay plus 2/3 of MAXIMUM SUB PAY for the day. An instructional assistant will receive 2/3 of MAXIMUM SUB PAY divided by eight (8 hour day) to receive an hourly rate for classroom coverage. An instructional assistant will receive 1/4 of the latter hourly rate for each 15 minutes of coverage or part thereof. In designating teachers to cover for absent teachers, a building principal shall, to the extent reasonably possible consistent with the designation of qualified teachers, avoid designating the same teacher to cover successive absences. Any teacher who is designated, whether or not as a volunteer, shall be paid 25% of maximum substitute pay for each period of service performed when the teacher is otherwise scheduled for his/her duty-free preparation period; provided that no teacher may be designated, except on a voluntary basis, more than twice in any one week. An elementary teaching period is 30-45 minutes in length dependent on subject, grade level, and administrative scheduling. A nurse shall be paid twenty-five percent (25%) of maximum substitute pay for a nurse for each hour of service performed. A nurse's period of service shall be 1/4 of the latter hourly rate for each fifteen minutes of coverage or part thereof.

3. It is not the responsibility of a teacher to obtain coverage for school-related meetings/issues.

**ARTICLE IX
PARENT-TEACHER CONFERENCES**

1. Teachers shall participate in one set of parent-teacher conferences in each of the first and second semesters as follows:

A. SEMESTER ONE

1. Kindergarten - To be determined by kindergarten teachers and building principal.
2. Grades 1-6 - Two (2) evening conferences and (1) afternoon conference, and one open house.
3. Grades 7-12 - Two (2) evening conferences.

B. SEMESTER TWO

1. Kindergarten - To be determined by kindergarten teachers and building principal.
2. Grades 1-12 - One (1) evening conference for parents that are requested and scheduled by the teacher. Any parent may request a conference with a teacher at a mutually convenient time.

2. Conferences shall be scheduled on the same days for all students, except kindergarten students, in a school.

3. The school day for students in grades 1-12 for the parents of whom a parent-teacher conference is scheduled, shall end at noon on the day the conference is scheduled, whether the conference is scheduled in the afternoon or evening. The teacher day or teachers of these students shall end at the time the students are dismissed but no later than noon, except for teachers assigned to bus supervision duty who shall supervise students until the last bus or personal transportation has left school.

4. On the day of the annual Open House teachers will be expected to work a full day.

ARTICLE X DUTIES

1. Employees shall not issue to students books, materials or equipment including, but not limited to, athletic equipment, which do not appear to be in satisfactory condition. Employees shall bring to the attention of the building principal books, materials or equipment which do not appear to be in satisfactory condition. Employees shall also supervise students in their charge so as to prevent, to the fullest extent possible, damage to or destruction of books or items of material or equipment and shall report to building principal's office all instances where a student fails to return a returnable item.
2. An employee will not leave a class unattended except for an emergency and shall be responsible for the supervision of students on the school grounds as well as in the school buildings under the direction of the building principal.
3. An employee shall not be required to assume the responsibility of taking a student home if the student has missed a bus for any reason. However, an employee may volunteer to deliver a student or a group of students to any activity away from the school. The Committee will provide coverage (insurance) for any liability or injury to the employee(s) or student(s) resulting from the latter volunteering.
4. Presentations by staff members, other than coordinators, to the school committee, administration, or staff will be on a voluntary basis.
5. Nurses shall have such duties as are prescribed by law or Committee policy for health-related purposes.
6. Whenever circumstances may make necessary or desirable the assignment of an employee to duties to be performed during the employee day such assignment shall be made in an as equitable a manner as possible by the building principal. The question whether any such assignment is made on an equitable basis may be made the subject of a grievance. The undertaking by employees of responsibility for student activities or the supervision thereof which takes place outside the employee day shall be on a voluntary basis.

ARTICLE XI
EMPLOYEE RESPONSIBILITY

1. It is recognized that the basic duty of each employee is to strive to provide quality education for all students.

ARTICLE XII
BUILDING FACILITIES

Each school will have the following facilities:

1. Space in each classroom in which employees may safely store instructional material and supplies.
2. A work area for employees containing adequate equipment and supplies to aid in preparation of instructional materials as far as present physical plant permits.
3. Appropriate rooms and toilet facilities for employees.

ARTICLE XIII EMPLOYEE EVALUATION

1. All observation of the professional performance of a professional employee shall be conducted openly and with the full knowledge of the employee. No adverse comments shall be made to an employee in the presence of students, parents or other school personnel.

2. The professional performance of each employee, other than an employee whose duties are under the supervision of the director of special needs, and of each nurse shall be evaluated from time to time by one or more of the following: the Superintendent, the building principal or assistant principal or the teacher's supervisors. The professional performance of each employee whose duties are under the supervision of the Director of Pupil Personnel Services (Director of Special Needs) shall be evaluated from time to time by one or more of the following: the Superintendent, the building principal or assistant principal of each school to which the employee is assigned or the Director of Pupil Personnel Services (Director of Special Needs). Any written report of an employee's performance shall be discussed with the employee by the reporting person or persons as the case may be, and the employee shall be given a copy of any such report. The employee shall acknowledge that the employee has received a copy of such report and that it has been discussed with the employee by signing the employee's name to the file copy of the report. The employee's signature on said report shall not necessarily mean that the employee agrees with the report. The employee shall have the right to have a copy of the employee's reply attached to any adverse evaluation report.

3. Any written and signed complaints regarding employees made to an administrator by a parent, student, or other person will be promptly called to the employees' attention. Each employee shall have the right to file with the Superintendent an answer in writing to any complaint against the employee and the answer shall be reviewed by the Superintendent and attached to the file copy of the complaint.

4. Just Cause: No employee will be disciplined, reprimanded, or reduced in rank or compensation, or deprived of any professional advantage without just cause.

5. No employee evaluation will be negatively impacted by the employee(s) serving or lack of serving on a committee beyond the school day/year.

**ARTICLE XIV
VACANCIES, TRANSFERS, ASSIGNMENTS**

1.
 - A. Employees shall be notified in writing of their programs for the coming school year, including, as appropriate, the schools to which they will be assigned, the grades and/or subjects or courses they will teach, and any special or unusual classes they are expected to teach, not later than July 1, except in unusual circumstances as determined by the Superintendent. Written duty schedules and class activity schedules shall be distributed to appropriate employees on their first day back to school.
 - B. Employees who will be rehired receive their individual contracts by July 1 for the coming school year and will include the base salary plus graduate educational attainment (supermax) and longevity increment, if they may apply. Separate contracts for differential position stipend, extra-curricular position stipend and coaching position stipend will be issued as positions are assigned.
 - C. If an appointment is made after July 1, the employee shall receive a new contract stipulating the new appointment and salary. Conversely, if an employee resigns a current appointment (differential etc.) a new contract stipulating the change will be issued.
2. Teachers will not be assigned teaching positions outside the scope of their teaching certificates and/or their major or minor fields of study except in unusual circumstances as determined by the Superintendent.
3. Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be made by the Superintendent in the best interest of education of the students. Employees will be notified as changes are made.
4. A vacancy/open position shall be defined as (1) a newly created position including positions not in existence at that grade level in the school year immediately preceding the school year during which the opening will exist; (2) a position vacated by a member of the bargaining unit by reason of resignation, death, retirement, dismissal, transfer, or any type of leave, (3) transfer shall mean building to building and reassignment shall mean within a building.
 - A. A position to which an employee has recall rights shall not be considered an open position. In other words, recall takes precedence over request for transfers.
 - B. Involuntary transfers shall be based on seniority with the least senior employee being transferred.

C. Voluntary transfers: When there is more than one applicant for a voluntary transfer to a position, the Superintendent will give due weight to the following factors in making his/her decision: (1) evaluations; (2) academic achievement; and (3) seniority.

D. Vacancies covered by this contract occurring during the school year shall be posted on the employees' bulletin board and the daily bulletin in each school, and a copy will be mailed to the Association President. Administration positions may be posted on the employees' bulletin board and the daily bulletin in each school and a copy may be mailed to the Association President. Notice of a vacancy shall state the qualifications for the position, its duties, and the date by which any applicant must file a written application with the Superintendent's office. Vacancies shall be posted for at least ten school days before applications close.

E. Appointments will be made within a reasonable time after the notice is posted in the schools as long as funds are available. Notice of openings occurring between the end of the school year and the beginning of the next school year will be posted in the Superintendent's office in accordance with the above procedures and copies will be mailed to the Association President and to all the employees who deliver addressed, stamped envelopes to the Superintendent's office for this purpose.

F. Any employee who resigns/retires from his/her position must give thirty (30) calendar days written notice to the Superintendent of Schools.

**ARTICLE XV
COURSE REIMBURSEMENT**

1. The School Committee shall budget a sum of money in each of the years of this Agreement, for the purpose of reimbursing teachers for courses taken hereunder, as follows:

Unless modified by a subsequent agreement, the Committee shall budget \$25,000.00 in each year for the duration of this agreement.

These latter funds shall be used for tuition, other instructional fees and the cost of books and expenses. An individual employee shall have available for course reimbursement the sum of \$750.00 per contract year ending August 31, for his/her tuition and expenses for courses. Any of the latter funds budgeted for this purpose that remains unspent and uncommitted for course reimbursement on June 1 will go into a "pool" and shall be distributed proportionally to those employees who have incurred costs for tuition and expenses in excess of the per employee amount in that contract year ending August 31. The additional monies allotted shall be paid to the employee after June fifteenth (15th) of each fiscal year. In no case shall the Committee's annual liability hereunder exceed the amount required in the first paragraph above.

Reimbursement and graduate educational attainment increment (SUPERMAX) Appendix A, will be made for the following professional improvement activities:

- A. Courses of academic study leading to an accredited advanced degree or to additional degrees in areas of the employee's certification and assignment.
- B. Courses or training in the employee's area of certification and assignment.
- C. Courses or training in teaching methodology, skills or pedagogical improvement relative to the employee's area of certification and assignment, as generally defined in the state recertification guidelines.
- D. Courses of academic study leading to certification endorsements other than those required for the employee's assignment.
- E. C.E.U. or county/state association credit courses.
- F. Undergraduate courses will be reimbursed if they apply to new technologies/course content such as computers, desktop publishing, etc.
- G. Courses of academic study leading to degrees not related to the educational profession, or other educational opportunities may be reimbursed at the sole discretion of the School Committee with the recommendation of the Superintendent.

2. No reimbursement shall be given to an employee taking a course for initial certification purposes.
3. To be eligible for the reimbursement provided in Section 1, an employee must:
 - A. Present a written request to take the course and receive written approval from the Superintendent in advance of registration.
 - B. Receive a grade, or equivalent evidence of satisfactory completion of the course, which, if taken or were taken as part of a program leading to a master's degree at the institution where the course is taken, would qualify the course toward completion of the master's degree program.
4. Payment of the reimbursement provided in Section 1 shall be made upon submission to the Superintendent of the written evidence (transcript or letter from instructor or college) referred to in Section 3b.
5. Books purchased by an employee for the purpose of any course for which reimbursement is paid pursuant to Section 1 and the cost of which is included in the amount reimbursed are to be donated to the schools professional library at the completion of the course. For the purposes of this Section reimbursement shall be deemed to be paid, first, for tuition, second, for fees, and third, for books.

ARTICLE XVI
PROFESSIONAL ADVANCEMENT

1. Employees may be allowed one (1) day each school year, upon the recommendation of the building principal, and with the approval of the Superintendent to visit an educational institution of their choice in order to observe varying practices, methods and manifestations of educational philosophies. The building principal or Superintendent may request a written report on said visit. Travel and meal expenses will be borne by the employee.

2. Employees may attend the Plymouth County Teachers Convention upon recommendation of the Superintendent and approval of the Committee.

3. Employees planning to attend approved workshops, seminars or other professional activities must submit appropriate purchase order request(s) to the office of the superintendent. Employees who fail to attend a prepaid conference will be responsible for reimbursement to the school system at the discretion of the Superintendent.

**ARTICLE XVII
REDUCTION IN FORCE**

In the event that the School Committee deems it advisable to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply. Everywhere the term "tenure" or "non-tenure" appears change to "professional" (PTS) or "non professional" (non PTS) status.

- A. The Committee shall make every effort to accomplish said reduction by attrition.
- B. If, despite attrition further reductions are necessary, no non-PTS or PTS employee shall be terminated or laid off if there are professional positions being filled by employees not under regular contract and/or who are on temporary status (e.g., employees filling in for employees on leave of absence).
- C. If, despite A and B above such reduction may affect PTS employees, no PTS employee shall be laid off if there is a non-PTS employee employed whose position the PTS employee is certified to fill. In order to ensure that PTS personnel are retained over non-PTS personnel it is agreed that the School Committee will make appropriate transfers whenever possible.
- D. Within the categories of non-PTS and PTS employees, any further reductions will be made in the inverse order of seniority within the affected disciplines.
- E.
 - 1. Within separate categories of non-PTS and PTS employees, an employee reached for layoff will be allowed to bump an employee with the least seniority in another discipline in which the employee subject to layoff is certified. If the employee subject to layoff is certified in more than one discipline, he/she will bump the most junior employee provided that said more senior employee is on the current Seniority List.
 - 2. Any reduction in force approved by the School Committee in a given school year (Sept. 1 through August 31) will be based upon the seniority list approved by the School Committee and the WBEA by January 31 of the year in question. All employees hired as of September 1 in a given school year will be placed on the seniority list and allocated one (1) full year of service through June or part thereof.
- F. For the purposes of this Article, the following definitions shall apply:

1. **Disciplines:**

Preschool – 5

A Art
B Music
C Physical Education
D Special Education
E Speech
F Guidance
G Reading
H Library
I Nurses
J Instructional assistants
K Classroom Teacher
L Preschool*
M Health
N School Psychologist
O Adaptive Physical Education
P Behavior Specialist
Q
R
S
T Technology Specialist
U Media Specialist

6-12

Art
Music
Physical Education
Special Education
Speech
Guidance
Reading
Library
Nurses
Instructional assistants
English
Science with certification
Language with certification
Business
Social Studies
Math
Health
School Psychologist
Adaptive Physical Education
Technology Specialist
Media Specialist

*Preschool - Position requires two (2) certifications: (1) a teacher of young children with special needs or early childhood, and (2) moderate special needs.

For disciplines appearing under both PreK-5 and 6-12, employees shall be permitted to bump based on certification within DESE approved areas of certification without regard to the 20% provision of Art XVII, sec. F, Par 4B. Disciplines subject to this provision are as follows:

Art
Music
Physical Education
Speech
Guidance
Library
Nurses
Instructional Assistants
Health
School Psychologist
Behavior Specialist
Media Specialist
Technology Specialist

2. Seniority

A. Seniority shall be defined as length of service in a professional bargaining unit position. Seniority means an employee's length of service measured from the date on the letter of appointment. Notwithstanding this definition of seniority, employees who worked as long-term substitutes immediately preceding their employment under this Contract shall accrue seniority for such substitute services. Employees on layoff shall also accrue seniority. Administrators, who are not members of the bargaining unit, shall not accrue seniority beyond actual teaching years in West Bridgewater and shall have no other fall back rights. Example: A person who has been employed for 12 years by West Bridgewater, 8 years as a teacher in West Bridgewater and 4 years as an administrator in West Bridgewater shall have 8 years on the appropriate seniority list(s).

B. If an instructional assistant is assigned to a teaching position for a year or portion thereof, that person shall receive accrued seniority as an instructional assistant if the following year they are again assigned to an instructional assistant position. However, if the following year the instructional assistant has been reappointed as a teacher, that person shall be given credit for the previous year as a teacher in addition to the current year as a teacher, and be placed on HOLD as an instructional assistant. This agreement only applies to instructional assistants who will not be eligible to carry over all of their accrued seniority to a teaching position.

YEARS OF SENIORITY. When considering the possibility of reduction in staff for the next school year, each person being considered for reduction shall receive credit through June of that year, thereby determining the years of seniority. For example:

Employee A has 6 years experience as of June, 2011.

Employee B has 6.2 years of experience as of June, 2011.

Employee C has 6.8 years of experience as of June, 2011.

Employee A and B teach during the 2010-2011 school year while Employee C, with less than 10 (ten) years of seniority, takes an unpaid leave of absence. Note: Employee with 10 (ten) or more years seniority would accrue seniority during the unpaid leave. 2010-2011 school year it is determined that one of the above three staff members must be rified. Seniority would be computed as follows:

Employee A has $6 + 1$, or 7 years as of June, 2011

Employee B has $6.2 + 1$, or 7.2 years as of June, 2011

Employee C has 6.8 + 0. or 6.8 years as of June, 2011 (less than 10 yrs. of seniority)

Therefore, Employee C would be rified.

B. In the event of identical seniority, the level of Academic preparation, as outlined in Appendix A, shall determine the order of seniority.

C. In the event of further ties, a lottery will be conducted.

3. **Certification**

Official credentials currently on file in ELAR with the Massachusetts Department of Elementary and Secondary Education. It is the responsibility of employees to ensure that their personnel files contain accurate and complete data concerning their areas of licensure, levels of education, and total credits.

4. **Seniority List**

The Superintendent of Schools will, by December 1 of each school year, post seniority lists by disciplines of all professional bargaining unit personnel covered by this Contract. Personnel will be placed on the seniority list in the discipline(s) as outlined in Section F.1 by meeting the following criteria:

A. Be certified;

B. Have taught 20% of his/her time in the discipline for one full school year.

The aforementioned seniority list shall be forwarded to the President of the Association and posted in the teacher's room in each building. Employees with the greatest length of seniority, as previously defined, will be listed first in each discipline; employees with the least amount of service will be placed last on the list. An employee who wishes to challenge his/her placement on the seniority list shall so notify the Superintendent and Association, in writing. There will be an informal meeting with the individual, the Superintendent, and a representative of the Association. If the employee is dissatisfied with the disposition of the matter, a grievance may be initiated at the Superintendent's level (Level 2) within ten (10) days of the disposition of the informal meeting. If the grievance has not been decided at Level 3 to the satisfaction of the Association, the Association may within fifteen (15) days after the receipt of the decision at Level 3, present the grievance for expedited arbitration through the American Arbitration Association to resolve any unresolved challenges.

5. **Leaves of Absence**

Unpaid leaves approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves, however will not be counted towards

seniority for employees with less than 10 years of service. Any employee with ten (10) or more years of service on unpaid leave, as per Article XXIII, will accrue seniority.

A. Notification - Written notification of pending layoff will be completed by April 15 for the following school year.

B. Recall

1) Employees laid off due to reduction in force will be placed on the recall list for twenty-seven (27) months beginning the July 1, following the school year in which laid off.

2) Employees on the recall list shall be deemed to be on a leave of absence from the West Bridgewater Public Schools for the duration of the recall period, but such time shall not count toward PTS.

3) Employees on the recall list will be recalled to vacancies in their last previous employment field in the reverse order of layoff. Employees on layoff will also be offered job openings in other disciplines in which they hold certification (in reverse order of layoff), provided that there are no current faculty members on layoff from such disciplines. Any professional employee who is recalled to a discipline other than the one from which they were laid off shall be required to take one (1) three-credit course in the subject area in which they will be teaching within the first school year of their assignment to that subject area. The latter course may be an undergraduate course and will qualify for reimbursement as stipulated in Article XV.

NOTE: All PTS employees who are certified in the disciplines as set forth in Section F-1 above, will be recalled before non-PTS employees certified in those disciplines.

4) When a vacancy occurs to which an employee is entitled to be recalled as set forth above, the appropriate employees on the recall list will be notified, by Certified Mail, at their last recorded address. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent with a letter of acceptance of the offered position within seven (7) days after signed receipt of such offer shall be considered a rejection of such offer, and the employee shall be dropped from the recall list. The recall notice will include the date when the employee is to commence work. The employee who accepts recall must commence work on the date set forth on the recall notice unless prevented from doing so by illness, injury, or disability from which the employee is expected to return to work. During the recall period, no employee shall be dropped

from the recall list unless that employee fails to accept a comparable position which is in the bargaining unit, and which provides equivalent hours of employment to the position held by said employee at the time of layoff. For purposes of this Article, all positions would be comparable positions as long as they are of equivalent hours of employment to the position held by said employee at the time of layoff. A professional employee would not be required to accept recall to an instructional assistant position, for example.

5) Employees on the recall list shall have priority in filling vacancies for which they are certified, as herein before set forth. No new personnel shall be hired to fill such vacancies until all certified employees on the recall list have been offered the vacancy pursuant to the provisions of this Section.

6) An employee who was reduced from a full time position and is on the recall list may accept a part-time or instructional assistant position for which he/she is certified and retain his/her eligibility to be assigned to a full time position for the current and subsequent school year. In other words, the acceptance of a part-time or instructional assistant position does not exclude a professional employee from a full time position that becomes available during the current or subsequent school year(s). An analogous right shall exist for a professional employee who may be reduced from a part-time position, accept the full time position, and wish to retain eligibility for assignment to a part-time position for the current and subsequent school year(s).

7) Employees on the recall list will be given first priority in filling substitute teaching vacancies.

8) Employees on the recall list may continue group health and other insurance coverage for eighteen (18) months from the effective date of the layoff, provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the Town for such employee's insurance.

9) Upon return to employment from the recall list, employees will have accumulated to their accounts the same number of sick days which they had accumulated at the time of layoff, and they shall be placed on the appropriate salary level based upon active experience and educational preparation.

**ARTICLE XVIII
PROTECTION**

1. A. Whenever an employee is absent under the Massachusetts Workers' Compensation Law, caused by an accident arising out of and in the course of his/her employment, said employee may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave commencing on the sixteenth (16th) day. The first fifteen (15) days of absence will not be deducted from the employee's sick leave and the employee will receive his/her salary less the amount of any workers' compensation award made for temporary disability due to said injury for any period for which sick leave is paid. In the event the employee elects to receive sick leave pay commencing on the sixteenth (16th) day, he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any workers' compensation award made for temporary disability due to said injury for any period for which the sick leave is paid. In the absence of such election, such employee shall not receive his/her sick leave payments during the period of absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payment he/she may receive for temporary disability due to the injury.

B. In the event the employee elects to combine Workers' Compensation payments with sick leave, the employee will lose that percentage of what the Committee pays in sick days. For example: Workers' Compensation pays two thirds (2/3rd), the Committee pays one third (1/3rd), and the employee loses one third (1/3rd) of a sick day.

C. Notwithstanding the above, any days that an employee is absent as a result of an assault suffered by him/her in connection with his/her employment will not be deducted from the employee's sick leave.
2. The Committee shall seek to assure for all employees the benefits provided by M.G.L. Chapter 258.
3. Employees shall immediately report in writing all assaults suffered by them in connection with their employment to the principal of the building in which the assault occurred.
4. No administration or committee action will be taken on any complaint concerning the manner, action or speech of an employee from any person outside the professional sphere before the following steps are taken:
 - A. The complaint will immediately be referred to the building principal or appropriate supervisor who will call an informal meeting with the employee involved in the complaint, the Association and the coordinator, if any. If there is no coordinator the complaint will be reviewed by the building principal, or

supervisor, and the employee. The Superintendent will be informed of all proceedings pertaining to the complaint.

B. The employee will be given the opportunity to hear the complaint and, if the employee desires, to face the complainant. The employee will be given the opportunity to clarify that which may have been misunderstood or misinterpreted.

C. From the facts presented at said meeting, the building principal, or supervisor, will consult with the Superintendent to determine the justification and/or desirability of pursuance of this complaint by the Committee. This decision will in no way abridge the right of the Committee to investigate matters which are in its realm of concern, but merely attempts to separate the justified complaint from that which is unwarranted.

D. Only after all of the above requirements are fulfilled will the Committee take any action on said complaint.

5. **PERSONNEL FILES**

A. An employee will have the right, upon request to the Superintendent or his/her designee, to inspect the contents of his/her personnel folder, files, cards, and all other documents constituting personnel records. The employee has the right to make copies of all of the above materials.

B. If an administrator intends to place materials in an employee's personnel folder, files, cards, or any other record file (including written complaint(s) made by a parent, student, or other person) which is derogatory to the employee's conduct, character, or personality, the employee will have an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and the Superintendent shall acknowledge and review receipt of his/her answer and attach the answer to the file copy.

C. A written log will be kept in each employee's folder to record the date, time, reason and person reviewing the folder.

**ARTICLE XIX
PAID LEAVES OF ABSENCE**

1. Bereavement Leave

Employees shall be entitled to bereavement leave with pay in the event of death for each of the following persons;

Employees shall be entitled to up to a total of five (5) days' leave with pay in the event of the death of their spouse or child. Employees shall be entitled to two (2) days leave with pay in the event of the death of other persons living in the employee's household or a parent, parent-in-law, sibling, grandparent or grandchild. Employees shall be entitled to one (1) day leave with pay in the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, step-parent, step-family member or ex-spouse.

In addition, 3 "float days" per year can be used for bereavement as an employee deems necessary. Requesting the use of any of these days must be in writing and in person to the building administrator. Approval is at the discretion of the superintendent.

Additional time for these losses or time for other losses may be granted at the discretion of the Superintendent.

2. Personal Leave

Employees shall be entitled to two (2) days for personal necessity. The two personal days of necessity may be taken at anytime and may be taken together. The employee shall apply, in writing, for said personal leave stating that the leave is required as a matter of personal necessity and not for personal convenience. Requests for personal days must be submitted to the central office for approval 48 hours prior to the personal day, with the exception of emergencies, in which case a phone call should be placed to the superintendent's office.

If an employee must request a day or two for personal necessity on days immediately and contiguously preceding or following the February and/or April vacation the employee may be asked to identify the necessity. At the end of each school year, at the discretion of the employee, one (1) unused personal day may be rolled over as a personal day with a maximum of 3 for the following year, or converted into accrued sick time.

Each building will have a cap on the number of personal day requests per day as follows: Spring 2, RLM 3, Howard 3, MSHS 6, with the exception of emergencies which will be left to the discretion of the superintendent.

3. National Guard or Other Branch of the Military Force of the United States

An employee shall be entitled to ten (10) days of paid leave for involuntary active duty during the school year. The pay for such leave shall be one-hundredth eighty-third (1/183) of the employee's annual salary less the military pay received or receivable for such active duty. This paid leave does not apply to the two weeks of active/normal duty (Annual Training) performed each year as part of the employee's enlistment.

4. Leave for Legal Proceedings

Leave for legal proceedings shall be limited to jury duty and the issuance of a subpoena as a witness. If an employee is charged with a criminal activity and must appear, either before a magistrate, judge, etc., or wishes to dispute the charge, he/she must use his/her personal days of necessity. A legal day(s) will be granted if the employee is found innocent of the charge(s) with reinstatement of the personal day(s) of necessity or reimbursement for loss of pay.

5. Long Term Care

A. A long term care leave bank has been established. A long term care leave bank committee composed of two (2) members appointed by the Association (one (1) employee from grades Preschool-6 and one (1) employee from grades 7-12) and up to two (2) members appointed by the Committee shall administer the operation of the bank and withdrawals there from. In case of a deadlock upon any decision, the services of the State Board of Conciliation and Arbitration shall be used to break the deadlock and the decision of said board shall be final and binding upon the Committee and the Association.

B. Employees may apply to the long-term leave bank committee for paid leave of the employee's spouse or child.

Prior to submitting a request to the long-term leave bank, employees must use 20 of their sick days from their accumulated total, the first 10 of which must be from the days available to such employee in cases of illness in the immediate family per Article XX, Section 1B.

If a request for such paid leave is approved by the long term leave bank committee, the sick days that shall be applied to such period of leave, beyond the exhaustion of the 20 days above, shall be taken from the employees own accrued sick leave, up to a maximum of 20 additional days.

If the employee does not have available sick days accrued, the employee shall be eligible, upon approval of the long term leave bank committee, to withdraw days from the long term care leave bank to cover part or all of the remaining period of such leave, as determined by the committee.

Time for use of sick bank leave for other family illnesses not defined or covered by this article may be granted at the discretion of the bank or Superintendent.

C. Upon initial employment, each new employee shall contribute one (1) day of his/her sick leave to the long term care leave bank. Upon initiation of the long term care bank, each employee shall contribute two (2) days of his/her sick leave to the bank.

D. All requests for withdrawal from the bank must be in writing and state the specific reason for the request.

E. The long term care bank committee may request a physician's statement regarding the nature and expected duration of the illness.

F. At the expiration or extension of the Contract, all days on deposit will be carried over to succeeding contracts.

G. In approving requests and/or withdrawals, the long term care bank committee shall consider the duration and seriousness of the illness, personal need of the employee, past work history, and any other factors which may be helpful in the determination of the granting of the days.

H. The decision of the long term care bank committee shall be final and not subject to the grievance and arbitration procedures.

I. If the long term care bank is exhausted, it shall be renewed by the contribution of (1) additional day of sick leave by each employee. Such additional days will be deducted from the employee's annual days of sick leave. The long term care bank committee shall determine the time when it is necessary to replenish the bank.

J. The long term care bank shall be maintained at the minimum of (1) day, and at the maximum of two (2) days, for each employee of the Committee entitled to participate in the long term care bank.

K. An accounting of the days granted and remaining for the previous contract year shall be given to the President of the Association in September.

6. All Other Paid Leave Days

Any other leave days will be at the discretion of the Superintendent and are to be deducted from accumulated sick leave at the rate of three (3) sick days per granted leave day or, at the employee's discretion, the employee may pay for the substitute at the rate of seventy- five dollars (\$75) per day. The \$75 substitute pay will be paid even if a substitute is not hired.

ARTICLE XX
SICK LEAVE, SICK LEAVE BANK, SICK LEAVE BUY BACK

1. Sick Leave

A. Sick leave for employees will be fifteen (15) days per year, at the rate of one and one-half (1 1/2) days per month, accruing to one hundred eighty (180) days. If needed, this is to be interpreted that an employee could have a total of one hundred ninety-five (195) days sick leave during one school year inasmuch as the current school year's days may be borrowed in advance even during an employee's first school year in the school system. At the beginning of each school year an accounting of accumulated sick leave days, excluding the current year, will be provided to each employee. Any unaccrued sick days will be added to the sick leave bank to a maximum of two (2) for each employee of the Committee entitled to participate in the sick leave bank.

B. Employees will be allowed to use ten (10) of their fifteen (15) days per year in cases of illness in the immediate family. Immediate family is defined in Article XIX, Item 1.

C. If an employee is ill for more than five (5) consecutive days the employee may be required to submit a report from the employee's physician and subsequent reports may be requested at the discretion of the Superintendent.

D. Sick leave shall be available for absence during the school year resulting from disability on account of pregnancy and childbirth. Such disability shall be deemed not to continue longer than ten school days unless the employee shall furnish a physician's report stating that disability continued longer than ten school days and specifying the complication or other cause. Reports may also be requested pursuant to Section 1C above.

2. Sick Leave Bank

A. A sick leave bank has been established. Employees who have exhausted their accumulated sick leave may apply to the sick leave bank for additional sick leave. A sick leave bank committee composed of two (2) members appointed by the Association (one (1) employee from grades Preschool-6 and one (1) employee from grades 7-12) and up to two (2) members appointed by the Committee shall administer the operation of the bank and withdrawals therefrom. In case of a deadlock upon any decision, the services of the State Board of Conciliation and Arbitration shall be used to break the deadlock and the decision of said board shall be final and binding upon the Committee and the Association.

B. Upon initial employment, each new employee shall contribute one (1) day of his/her sick leave to the sick leave bank. All Unit B members of the Association (Secretaries and Clerks) will be participants in Unit A's Sick Leave

Bank.

C. All requests for withdrawal from the bank must be in writing and state the specific reason for the request.

D. The sick leave bank committee may request a physician's statement regarding the nature and expected duration of the illness.

E. No days may be withdrawn from the bank except for reasons of personal illness of the employee.

F. At the expiration or extension of the Contract, all days on deposit will be carried over to succeeding contracts.

G. In approving requests and/or withdrawals, the sick leave bank committee shall consider the duration and seriousness of the illness, personal need of the employee, past work history, and any other factors which may be helpful in the determination of the granting of the days.

H. The decision of the sick leave bank committee shall be final and not subject to the grievance and arbitration procedures.

I. If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each employee. Such additional day will be deducted from the employee's annual days of sick leave. The sick leave bank committee shall determine the time when it is necessary to replenish the bank.

J. The sick leave bank shall be maintained at the minimum of one (1) day, and at the maximum of two (2) days, for each employee of the Committee entitled to participate in the sick leave bank.

K. An accounting of the days granted and remaining for the previous contract year shall be given to the President of the Association in September.

L. Effective 9/1/07 employees are not eligible to access sick leave bank until completion of one full year of employment. For purposes of this provision only, one full year of employment shall mean employment for at least 160 school days.

3. Sick Leave Buy Back Upon Retirement

A. An employee who retires, or dies while employed with a minimum of ten (10) complete years of service in West Bridgewater may receive 25% of all unused sick leave days up to a maximum of 45 days pay (25% of 180). The employee's pay shall be set at the employee's current salary at the time of retirement. One day's pay will be one one-hundredth eighty-third (1/183) of the

annual salary. The amount computed under this Section may be paid in equal monthly installments over twenty-four (24) months or less (or such larger number, not more than forty-eight (48) months, as the employee may elect) commencing with the month next following that in which the employee's retirement became effective. However, if funds are available during the year in which the individual qualifies, a lump sum settlement may be made. If the employee dies prior to payment in full of the amount computed under this Section, the balance shall be paid in one amount to the employee's surviving spouse or estate.

At the time of the execution of the MOA Instructional Assistants benefits are governed by past practice. This MOA amends the past practice to expressly providing for the provisions of Article XX. Sick Leave Buy Back applies to Instructional Assistants. All other benefits remain subject to the express provisions of the contract and the past practice of the parties. Notification from the Plymouth County Retirement Board must be received prior to payment of any sick leave buy back.

4. Annual Sick Leave Buy Back

Once an employee has accumulated the maximum number of sick days he/she will be paid \$500.00 for 0 days of used sick leave and \$250.00 for one (1) day used of sick leave. The only days that will NOT count against an employee are jury duty, bereavement, or professional leave. Any other days will count as used sick leave, i.e. days of necessity, legal proceeding, etc. There will be a five thousand dollars (\$5000) cap on the total amount to be paid for the sick leave buy back, and if necessary, a percentage will be computed.

**ARTICLE XXI
SABBATICAL LEAVE**

1. Sabbatical leave shall be available for employees subject to the following:
 - A. The applicant must have served in a professional capacity in West Bridgewater schools for seven (7) or more years.
 - B. The applicant shall submit a written plan or program to the Superintendent who shall make a recommendation to the Committee that the leave be granted or denied.
 - C. Applications will be acted upon in the order in which they are received. Applications should be received by April 15th of the school year preceding the year during which the leave is sought.
 - D. No more than two (2) employees of the Committee may be granted sabbatical leave at the same time.
 - E. Prior to granting of the sabbatical leave, an employee shall enter into a written agreement with the Committee that upon the termination of such leave the employee will return to service in the West Bridgewater schools for a period equal to twice the length of the leave. In default of completing such service, the employee shall refund to the Town of West Bridgewater an amount equal to such proportion of salary received by the employee while on leave as the amount of post-leave service not actually rendered.
 - F.
 - (1) An employee on sabbatical leave for a school year with a grant or receiving tuition aid as part payment of expenses will receive up to fifty (50) percent for the time on leave, but the total of the grant plus salary is not to exceed one hundred (100) percent of the employee's regular salary.
 - (2) An employee on sabbatical leave for one-half or less of a school year shall receive one hundred (100) percent of the employee's regular salary during the leave period. No sabbatical leave shall exceed one (1) school year.
 - (3) If an employee takes fractions of leaves in more than one (1) year the salary payments shall be reconverted to not more than the equivalent of one (1) year's salary so as not to exceed the salary payments for a leave within one (1) school year.
 - (4) An employee on sabbatical leave will receive sixty-six and two-thirds (66 2/3) percent pay during the leave period if the leave is for more than six (6) months of the school year, providing the employee is not receiving any outside assistance in the way of a grant or tuition.

G. All sabbatical leaves must be approved by the Committee, acting in its discretion on recommendation by the Superintendent

2. An employee returning from leave shall have the right to return to the grade level or department, as well as to the school to which said employee was assigned at commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change which makes such an assignment impossible; in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on the date the leave began shall be restored, minus any sick leave which may have been used while on the leave.

**ARTICLE XXII
MATERNITY AND ADOPTION LEAVE**

A. Maternity Leave

An employee may elect either of the following leaves subject to the conditions of this Article:

1. Short Term Leave

a. Upon receipt of at least two (2) weeks notice of her anticipated date of departure and intention to return, the Committee shall grant a leave of absence for up to eight (8) weeks. Said leave shall be without pay except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article XX of this Agreement for the period of actual disability caused or contributed to the pregnancy, childbirth, and recovery therefrom.

b. This leave may be extended by the employee due to the medical complications resulting from pregnancy.

2. Extended Leave

In the event an employee desires a leave longer than eight weeks provided by Statute, the following shall apply:

a. Under normal conditions, the Superintendent shall be notified, in writing, at least thirty (30) days prior to the expected date of the beginning of said leave.

b. Said leave shall be without pay, except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article XX of this Agreement for the period of actual disability caused or contributed to by pregnancy, childbirth, and recovery therefrom.

c. A maternity leave which commences at or after the commencement of a school year but before the next following January 1 shall normally end at the commencement of the next following school year. A maternity leave which commences after January 1 but at or before the end of the school year and maternity leave for an employee giving birth at or before the end of the school year and at or before the commencement of the next following school year shall normally end at the commencement of the school year following the next school year.

Example: Employee commences leave after January 1, 2004 or gives birth before September 1, 2004 shall normally have the 2004-05 school year off. The times that

maternity leave for a particular employee shall commence and end, and the duration thereof shall be subject to the advice of the employee's personal physician.

d. An employee on maternity leave shall notify the Superintendent, in writing, of her intent to return or not to return no later than March 1 of the year in which the leave is effective.

B. Adoption Leave

An employee who wishes to legally adopt a child shall be eligible for the leave provided in Section A above, subject to the provisions of that Section, except that said employee shall not be entitled to sick leave benefits.

C. Rights Upon Return from Leave

1. An employee returning from leave under this Article will be placed on the next step of the Salary Schedule if said employee had been actively employed by the West Bridgewater School System for more than ninety-one (91) days in the year in which the leave commenced.

2. An employee returning from leave shall have the right to return to the grade level or department, as well as to the school to which said employee was assigned at commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change which makes such an assignment impossible; in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on the date the leave began shall be restored, minus any sick leave which may have been used while on the leave.

**ARTICLE XXIII
OTHER LEAVES OF ABSENCE**

1. The School Committee may grant up to three (3) requests for one (1) year leaves of absence, without pay, for public service, career exploration, child care, or other personal reasons except for working in another elementary/secondary school system. The leave of absence will normally be one (1) school year in length, commencing September 1st. Leave requests will be submitted in writing by March 1st for leaves commencing the following September. Request for unpaid leave of absence must be made by March 1st, but the date may be waived by the Superintendent. It is understood that this may not always be possible in the case of leave for health, family emergency, maternity reasons, or other extenuating circumstances. Any employee on leave under this Article shall notify the Superintendent, in writing, of his/her intent to return or not to return postmarked no later than March 1st of the year in which the leave is effective.

2. The School Committee may grant any employee with ten (10) years of service a leave of absence without pay for any reason. At the end of the leave of absence, the employee must return to the West Bridgewater Public Schools or resign/retire from his/her position.

3. The maximum unpaid leave will be for two (2) years and will count towards seniority.

4. An employee returning from leave shall have the right to return to the grade level or department to which he/she was assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change which makes such an assignment impossible; in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on the date the leave began shall be restored.

**ARTICLE XXIV
COORDINATORS, ATHLETIC DIRECTOR, DEAN OF STUDENTS**

1. All Coordinators and Athletic Director will be notified of final budget figures for their departments after completion of budget work by the Committee and appropriation by Town Meeting. If at any time during the budget period a reduction of a department's budget is necessary, the Coordinators will be notified, in writing, prior to the reduction, stating the amount of the cut and the reason for the same.

2. Coordinators, Athletic Director, and Dean of Students shall notify the Superintendent in writing if he/she wishes to resign his/her coordinating, athletic directorship, or Dean of Students position by March 31 of the current school year except in the case of an unusual or emergency situation. This resignation will not have effect on the regular classroom teaching status of the individual. It is understood that, in the event a coordinator resigns and no one in the system applies for the position of

coordinator, the teacher with the least seniority in the department will be rified in order to hire a new coordinator for that department. In the case of the Athletic Director, Coordinators, or Dean of Students, the most qualified person will be recommended by the Superintendent and approved by the School Committee subject to the provisions of the collective bargaining agreement.

**ARTICLE XXV
PART-TIME TEACHERS**

1. Duty assignments to be considered include recess duty, lunch duty, study hall supervision, and bus duty. The elementary (Preschool-6) teaching day consists of 7 hours and 10 minutes. The secondary teaching day consists of 4 teaching blocks plus 10 minutes before school and 30 minutes after school.
2. Each full-time teacher is entitled to a duty free lunch period each day. Each full-time teacher has assigned supervisory duties at some time during each week unless specifically exempted due to teaching load or special assignments.
3. Each part-time teacher will receive a pro-rated number of supervisory assignments based upon the number of supervisory assignments full-time teachers have in the particular building to which the part-time teacher is assigned.
4. Teachers at Howard School and Rose L. MacDonald School average 2 1/2 duties per week. If a part-time teacher is assigned to students 3 1/2 hours per day, he/she will have 1 supervisory duty per week and preparation periods per week.
5. Teachers at the High School have 6 assigned periods per day unless specifically excused to perform other functions such as A.V., supplies, etc. Any teacher who has 6 teaching assignments per day is also excused from supervisory duties. All other teachers with fewer than 6 teaching assignments will be given supervisory assignments on a pro-rated basis. For example, a teacher who is assigned to 2 classes on a daily basis will be assigned 2 supervisory periods per week and 2 preparation period per week.
6. Part time teachers shall not be required to attend conferences/ workshops unless compensated through compensatory time prorated on an F.T.E. basis. A part time teacher who is required to attend a conference/workshop in the afternoon or evening, will work an equivalent number of hours less in the morning.
7. To be eligible for town supported Blue Cross/Blue Shield or other health plan, and life insurance, a part-time employee must work at least half time.
8. Teachers who voluntarily request a part-time position relinquish any entitlement to a full time position.
9. Sick leave will be pro-rated. For example a teacher who is employed half- time will receive 15 half days or 7 1/2 full days.

Salary will be determined as follows:

Elementary

Using the example cited, the total hours in a week is equal to $5 \times 7 \frac{1}{4}$ or $36 \frac{1}{4}$. Assuming supervisory duties are 1.2 hours, the individual would work

$5 \times 3 \frac{1}{2} =$		$17 \frac{1}{2}$ hours
1 supv.		$\frac{1}{2}$ hour
2 prep.		<u>1 hour</u>
Pay	<u>19</u>	19
36.25	=	52%

Secondary

2 teaching blocks = .3 FTE
3 teaching blocks = .5 FTE
4 teaching blocks = .7 FTE

**ARTICLE XXVI
GUIDELINES FOR TEACHER CONTRACTS**

Because of the variations in the conditions of vacancies which occur in staff positions, the following guidelines will be followed when determining whether an instructional employee is issued a contract or is appointed as a long-term substitute.

1. Candidate appointed to a position in September to fill a new position or a position created by termination or resignation will be issued an employee contract.
2. Candidate appointed to fill a position created by a leave granted to an employee for a full school year will be issued a contract for 1 year. A letter indicating that this is a 1 year contract only will be incorporated in the contract.
3. Candidate appointed to fill a position created during the school year by a resignation will be issued a contract after 10 days of satisfactory performance as a substitute.*
4. Candidate filling a position open due to an extended illness will be placed on the appropriate step and will be paid 1/200 of annual salary for each day worked after completing 10 days of satisfactory service at regular substitute pay. The intent of this language is to provide continuity and consistency for the students.
5. Candidate filling a position open due to a less than full year leave of absence will be paid as outlined in #4.

* This type of contract is for the remainder of the school year only. The position will be considered open for the next school year. If the person who fills this type of opening is appointed for the next full school year, he/she will receive the appropriate amount of seniority.

**ARTICLE XXVII
JOB SHARING**

1. Job sharing shall mean the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time teachers. Each teacher shall participate equally in the performance of the duties and responsibilities of the position.
2. The participation of teachers in job sharing shall be on a voluntary basis. No job sharing position shall be established without the approval of the Superintendent.
3. Two teachers who are employed on a full-time basis and who desire to participate in a job sharing position shall inform the Superintendent in writing that they are willing to accept a reduction from a full-time to a part-time position.
4. The following working conditions shall apply to teachers participating in job-sharing:
 - A. The regular workday for each teacher shall be one-half the regular workday for full-time teachers or a full workday for one-half of the school year.
 - B. Both teachers will be present for parent conferences as necessary.
 - C. Both teachers will arrange meeting times to evaluate students and mark report cards as necessary.
 - D. Each teacher will be paid one-half of his or her appropriate full-time annual salary established pursuant to the terms of this Agreement.
 - E. The agreement to job-share will be on a year-to-year basis with the understanding that either teacher may elect to return to a full-time position with full bumping rights within the W.B.E.A. Seniority List.
 - F. Each job-sharing teacher shall accrue one full year on the W.B.E.A. seniority list.

**ARTICLE XXVIII
AGENCY FEE**

1. The Committee agrees to require, as a condition of employment, that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee. The Agency Service Fee amount will be certified annually to the Committee by the Association. An employee may elect one of the options below in lieu of paying the Agency Fee.

A. Join the Association and pay the necessary dues;

B. Make a contribution equal to the Agency Service Fee or dues in 1A. above to the Association Scholarship Fund.

2. The Association agrees to indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Town in reliance upon the aforesaid payroll deduction or authorization card submitted to the Town under the provisions of Chapter 180, Section 17G or for any action taken by the Town to enforce the so-called Agency Service Fee. The Association will provide counsel to represent the Committee, but if the Committee refuses such counsel, the Association shall not be responsible for legal fees or other litigation expenses incurred by the Committee but shall remain liable for damages.

**ARTICLE XXIX
MISCELLANEOUS**

1. There will be no reprisals of any kind taken against any employee by reason of membership in the Association or participation in its activities.
2. Employee will be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such employee.
3. If any provision of the Contract or any application of the Contract to any employee or group of employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Two employees and two building principals and Director of Pupil Personnel Services (Director of Special Education), as an advisory committee, may meet with the Committee whenever they wish, at a time mutually convenient to both parties, to foster a close relationship between the two groups.
5. During the period of negotiation the Association and the Committee will meet for the purpose of negotiations a minimum of once every three (3) weeks, or as desired by mutual consent.
6. Employees required to travel in the performance of their duties shall be reimbursed at the rate approved for all town employees.
7. The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Contract; that if either has made a proposal not included herein such proposal has been withdrawn in consideration of the making of this Contract; and that this Contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Contract shall continue in effect.
8. Teachers who plan to retire will notify the Superintendent by February 1st of the calendar year prior to the school year in which retirement will begin except for health, family emergency, or other extenuating circumstances. The employee will be included in any retirement incentive(s) offered by the School Committee after the February 1st notification.
9. Children of employees may attend West Bridgewater Public Schools free in a regular education program.
10. Any procedures that call for impact bargaining, due to the Education Reform Act of 1993, will not be implemented until mutually agreed upon by the West Bridgewater

School Committee and the West Bridgewater Education Association.

11. CORI

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three (3) years without good cause. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her reports.

After review of a CORI report, the Superintendent, if he deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.”

12. All amendments to this Agreement must be in writing, signed and dated by at least three (3) members of the Committee and the President of the Association.

**ARTICLE XXX
INSURANCE**

1. Medical and Other Insurance Programs

Employees may participate in all medical and other insurance programs provided by the Town on the cost-sharing basis provided by the Town. The Committee shall use its best efforts to maintain programs affording benefits equivalent to those afforded by the programs in effect on the date this Contract is signed.

2. Cafeteria Plan

A cafeteria plan has been established for employees who wish to participate. The cafeteria plan allows for insurance payments to be paid in pretax dollars. There is no cost to the town. The Committee agrees to make available under the Cafeteria Plan an Employee deduction for Disability Insurance.

**ARTICLE XXXI
EARLY DEPARTURE INCENTIVE/
EXTENDED CONTRACT OPTION**

1. Early Departure Incentive

A. After twenty (20) years of service/seniority to the West Bridgewater schools a teacher will receive ten thousand dollars (\$10,000). The teacher must notify the Superintendent on or before January 1st of his/her intention to leave at the end of the school year, (ex. School year ends June 22, check is due by July 15).

B. Said teacher must have actually worked at least twenty (20) years as a teacher in the West Bridgewater Schools and must be actively teaching for the two previous years prior to submitting his/her notification of intent to depart the school system in order to participate in the Departure Incentive Option.

For example, a teacher must be actively teaching for the school years 1998-1999 and 1999-2000. On or before January 1, 2000, a letter of intent is sent to the Superintendent indicating that the teacher will leave the school system effective the last day of school in June 2000. The ten thousand dollars will be paid by July 15, 2000.

This language of clarification in Paragraphs 1 and 2 of Section B would not affect a teacher who is on leave due to health, family emergency, maternity reasons, or other extenuating circumstances.

C. If a teacher returns to the system as a full time employee covered by the contract at a later date, the money received would have to be paid back.

2. Extended Contract Option

A teacher who has been employed by the West Bridgewater Public Schools for a minimum of twenty (20) years may apply for an extended contract which will include a two (2) week summer, or some other equivalent non school time period (i.e. February or April school vacation), curriculum development component or other approved activity. The employee will receive 5% of his/her base salary excluding stipends, coaching, etc. for the subsequent and maximum of three (3) years. Notification must be made on or before October 1st of the year prior to the anticipated change. The number of teachers allowed to participate in the program would be at the discretion of the Superintendent of Schools for budget issues on a first come basis.

NOTE: A teacher may NOT participate in both Early Departure Incentive and Extended Contract Option.

**ARTICLE XXXII
LENGTH OF AGREEMENT**

This Contract shall be in effect for a three (3) year period from September 1, 2011 through August 31, 2014 and shall thereafter be extended for successive terms of one (1) year each unless by November 1 next prior to expiration of the Contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

IN WITNESS WHEREOF this Contract has been signed in the name and on behalf of the parties by their respective members or officers thereunto duly authorized on the day and year written below:

DATE SIGNED May 24, 2011

**WEST BRIDGEWATER
SCHOOL COMMITTEE**

Anna J. Jannelli
Kevin C. ...
Molly Smith
John ...
Samuel Sullivan

**WEST BRIDGEWATER
EDUCATION ASSOC., INC.**

Justin ...
Mary Bryson

Being a majority of the members of the school committee

APPENDIX A

FY12 (2%)

		step 1-9	0.50%	step 10	3.00%				
step	B	B+15	B+30	B+45	M	M+15	M+30	M+45	CAGS
1	\$ 37,051	\$ 40,571	\$ 41,126	\$ 42,053	\$ 42,979	\$ 43,535	\$ 44,462	\$ 45,388	\$ 46,313
2	\$ 39,521	\$ 41,960	\$ 42,515	\$ 43,057	\$ 43,598	\$ 44,924	\$ 45,850	\$ 47,316	\$ 48,786
3	\$ 44,464	\$ 44,741	\$ 45,293	\$ 46,918	\$ 48,544	\$ 48,814	\$ 48,905	\$ 51,315	\$ 53,726
4	\$ 47,243	\$ 49,681	\$ 49,929	\$ 50,623	\$ 51,316	\$ 53,757	\$ 54,093	\$ 55,299	\$ 56,505
5	\$ 48,632	\$ 52,152	\$ 52,242	\$ 52,473	\$ 52,708	\$ 55,145	\$ 55,391	\$ 56,642	\$ 57,896
6	\$ 50,024	\$ 53,541	\$ 53,723	\$ 53,911	\$ 54,097	\$ 56,534	\$ 56,909	\$ 58,096	\$ 59,286
7	\$ 51,410	\$ 54,929	\$ 55,205	\$ 55,346	\$ 55,488	\$ 57,924	\$ 58,428	\$ 59,548	\$ 60,674
8	\$ 52,801	\$ 56,320	\$ 57,059	\$ 57,242	\$ 57,427	\$ 59,313	\$ 59,947	\$ 61,006	\$ 62,064
9	\$ 54,191	\$ 57,709	\$ 58,910	\$ 59,513	\$ 60,114	\$ 60,702	\$ 61,469	\$ 62,460	\$ 63,454
10	\$ 62,040	\$ 66,279	\$ 66,946	\$ 68,132	\$ 69,329	\$ 70,142	\$ 71,249	\$ 72,520	\$ 73,797

FY13 (2%)

		step 1-9	0.50%	step 10	2.00%	1.00%			
step	B	B+15	B+30	B+45	M	M+15	M+30	M+45	CAGS
1	\$ 37,237	\$ 40,774	\$ 41,331	\$ 42,263	\$ 43,194	\$ 43,752	\$ 44,685	\$ 45,615	\$ 46,545
2	\$ 39,718	\$ 42,170	\$ 42,727	\$ 43,273	\$ 43,816	\$ 45,148	\$ 46,079	\$ 47,553	\$ 49,030
3	\$ 44,687	\$ 44,964	\$ 45,520	\$ 47,153	\$ 48,786	\$ 49,058	\$ 49,150	\$ 51,572	\$ 53,995
4	\$ 47,479	\$ 49,930	\$ 50,179	\$ 50,876	\$ 51,573	\$ 54,026	\$ 54,364	\$ 55,576	\$ 56,788
5	\$ 48,875	\$ 52,413	\$ 52,503	\$ 52,735	\$ 52,972	\$ 55,421	\$ 55,668	\$ 56,925	\$ 58,186
6	\$ 50,274	\$ 53,809	\$ 53,992	\$ 54,181	\$ 54,368	\$ 56,817	\$ 57,194	\$ 58,387	\$ 59,582
7	\$ 51,667	\$ 55,204	\$ 55,481	\$ 55,623	\$ 55,766	\$ 58,214	\$ 58,720	\$ 59,846	\$ 60,977
8	\$ 53,065	\$ 56,602	\$ 57,344	\$ 57,528	\$ 57,714	\$ 59,610	\$ 60,247	\$ 61,311	\$ 62,374
9	\$ 54,462	\$ 57,998	\$ 59,205	\$ 59,811	\$ 60,415	\$ 61,006	\$ 61,776	\$ 62,772	\$ 63,771
10	\$ 63,599	\$ 67,944	\$ 68,629	\$ 69,844	\$ 71,071	\$ 71,905	\$ 73,039	\$ 74,343	\$ 75,651

FY14 (2%)

		step 1-9	0.50%	step 10	2.00%	1.50%			
step	B	B+15	B+30	B+45	M	M+15	M+30	M+45	CAGS
1	\$ 37,423	\$ 40,978	\$ 41,538	\$ 42,475	\$ 43,410	\$ 43,971	\$ 44,908	\$ 45,843	\$ 46,778
2	\$ 39,917	\$ 42,380	\$ 42,941	\$ 43,489	\$ 44,035	\$ 45,374	\$ 46,310	\$ 47,791	\$ 49,275
3	\$ 44,910	\$ 45,189	\$ 45,747	\$ 47,389	\$ 49,030	\$ 49,303	\$ 49,396	\$ 51,830	\$ 54,265
4	\$ 47,717	\$ 50,179	\$ 50,430	\$ 51,130	\$ 51,831	\$ 54,296	\$ 54,635	\$ 55,853	\$ 57,072
5	\$ 49,119	\$ 52,675	\$ 52,766	\$ 52,999	\$ 53,237	\$ 55,698	\$ 55,946	\$ 57,210	\$ 58,476
6	\$ 50,525	\$ 54,078	\$ 54,262	\$ 54,452	\$ 54,639	\$ 57,101	\$ 57,480	\$ 58,678	\$ 59,880
7	\$ 51,925	\$ 55,480	\$ 55,758	\$ 55,901	\$ 56,044	\$ 58,505	\$ 59,013	\$ 60,145	\$ 61,282
8	\$ 53,330	\$ 56,885	\$ 57,631	\$ 57,816	\$ 58,002	\$ 59,908	\$ 60,548	\$ 61,617	\$ 62,686
9	\$ 54,734	\$ 58,288	\$ 59,501	\$ 60,110	\$ 60,717	\$ 61,311	\$ 62,085	\$ 63,086	\$ 64,090

APPENDIX A

GRADUATE EDUCATIONAL ATTAINMENT INCREMENT (SUPERMAX)

Teachers on the maximum step of the applicable salary schedule may receive an additional increment for professional improvement activities as outlined in Article XV.

1. The increment to be paid shall be One-Hundred Dollars (\$100) for each approved course satisfactorily completed, provided that not more than Two-Hundred Dollars (\$200) of additional increment will be paid in any year and that the maximum increment shall not exceed Five-Hundred Dollars (\$500) Supermax.
2. Any increment earned shall continue to apply as the teacher transfers to a higher schedule whether or not the courses for which the increment is paid are taken into account for qualifying for such transfer.

LONGEVITY INCREMENT:

NO. OF YEARS	AMOUNT
10	250
15	500
20	1,450
30	1,600

(AMOUNT IS PAID IN THE 11th, 16th, 21st, & 31st YEAR RESPECTIVELY)

Enhanced Longevity Plan

1. Teachers with twenty (20) years of service in West Bridgewater may elect a longevity buyout payment equal to \$10,000 (ten thousand dollars) for any single period of three (3) consecutive years starting after the completion of 20 years service in West Bridgewater (i.e. September 1 through August 31) during his/her career subject to the following conditions:
 - a. Benefits specified under Article 31, Section 1 would cease upon election of this plan. Benefits under Appendix A Longevity would cease upon the close of the third year of the Enhanced Longevity Payout. Bargaining unit members would be entitled to the entire three (3) year sum regardless of date of termination after 20 years of service. Payment would continue over the remainder of the three (3) year period until the remaining credit is exhausted if an entitled unit member’s employment terminates before the three year sum is

disbursed.

b. The employee must give written notice to the Superintendent of his/her intent to access this enhanced longevity plan, between the dates of November 1 and November 30 (February 1, 2004 during 03-04) preceding the contract year in which the employee desired to begin receiving this benefit. No notices will be accepted except between these dates. No longevity buyout payments will begin on a date other than the first payroll in September.

c. Once given, the written notice is irrevocable.

2. Application is required but immediate placement is not insured. Up to five (5) teachers however, will be able to initiate this longevity buyout plan during any contract year, but only fifteen (15) teachers may be in the cycle of receiving such payment during any one year. The Superintendent has the discretion to increase these limits in any given year. Members electing but not immediately placed under the provisions of this plan will be carried forward to the next school year and placed at the top of the list. In the event that an abnormally high number of members elect this option in specific year, the following sequence of events will take place.

a. A request will go to all members who have elected this option seeking members to delay the start of this option to the next school year.

b. If budgetary problems still exist after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remainder will be given priority to fill the additional five (5) positions the next school year.

c. No bargaining unit member will be denied immediate placement on the enhanced longevity plan schedule in this article for any reason other than those specified in paragraph 2, section a and b.

3. In the event of the death of a teacher who is enrolled in the longevity buyout plan, any monies of the three (3) year total not already dispersed will be paid to the teacher's estate over the balance of the three year period.

4. Once the three (3) year enhanced longevity buyout has been completed, all longevity payments will terminate and the employee will revert to the salary period for an individual's level that he or she would otherwise be at under the terms of the collective bargaining agreement that is then in effect.

TRANSFER FROM SCHEDULE TO SCHEDULE

A teacher may transfer from one schedule to a higher schedule upon submission to Superintendent of evidence consisting of a certified transcript or letter from the instructor or college that the teacher has completed and received credit for the required

number of hours or has been granted the required degree, as the case may be. A teacher who, upon being granted the required degree, has additional credit hours remaining sufficient to warrant placement upon a higher schedule than the schedule applicable to the newly granted degree, shall be placed upon a higher schedule to which the combination of the newly granted degree and the additional credit hours are applicable. For transfer from any schedule to a higher schedule, the credit hours presented must either have been earned in courses in an accredited Master's degree program or have been earned in courses approved by the Superintendent as provided in Article XV of this contract and which courses are found by the Superintendent to be directly beneficial to the teaching capabilities and performance of the teacher for the West Bridgewater schools. There is a time requirement when applying credits toward transfer to a higher schedule. Credits over five (5) years old will not be considered. Example: Teacher A takes a three (3) credit course during the Fall of 2000. An additional twelve (12) credits must be completed by the SUMMER of 2005.

Any employee who anticipates a change in track or supermax must notify the Superintendent on or before January 15 of the prior year to the anticipated changes occurring. Changes occurring after the cutoff date may be allowed at the discretion of the Superintendent. A form will be provided by the Superintendent to indicate the changes. If an employee is hired after the deadline, or thirty days prior to the deadline, he/she will be given a reasonable amount of time to complete the form. Example: Notification on January 15, 2004 effective school year 2004-2005.

Transfers from one schedule to another shall take effect as per guidelines set forth in Article II.

Effective for the 2005-2006 school year, to be eligible for step/track increase a professional employee shall earn educational credits as follows:

2/5ths of the required number of credits needed to make a step/track change shall come from college courses. Up to 3/5ths of the required number of credits needed to make a step/track change may come from CEU's/PDP's.

STIPENDS FOR DIFFERENTIAL POSITIONS:

In addition to the salary and all other stipends to which the teacher may be entitled, a teacher while appointed to one of the following positions shall receive the stipend for such position as follows:

Stipend 4th Year Contract

When professional staff members, including nurses, reach professional status in the West Bridgewater School District, upon issuance and acceptance of the fourth (4th) contract, said staff member will receive a one thousand dollar (\$1,000) check in the fall. This one thousand dollars does not become part of the base.

**APPENDIX A
COORDINATORS**

2011-2012	2%		
# OF STAFF	STEP 1	STEP 2	STEP 3
< 5	2,954	3,398	3,844
5 TO 7	3,398	3,844	4,276
8 TO 9	3,844	4,275	4,889
10 TO 12	4,276	4,723	5,170
13 TO 15	5,091	5,608	6,128
> 15	5,497	6,051	6,608
Athletic Director	5,903	6,492	7,087

2012-2013	2%		
# OF STAFF	STEP 1	STEP 2	STEP 3
< 5	3,013	3,466	3,921
5 TO 7	3,466	3,921	4,361
8 TO 9	3,921	4,360	4,987
10 TO 12	4,361	4,817	5,274
13 TO 15	5,193	5,720	6,251
> 15	5,607	6,172	6,740
Athletic Director	6,021	6,622	7,229

2013-2014	2%		
# OF STAFF	STEP 1	STEP 2	STEP 3
< 5	3,073	3,535	4,000
5 TO 7	3,535	4,000	4,449
8 TO 9	4,000	4,448	5,086
10 TO 12	4,449	4,913	5,379
13 TO 15	5,296	5,835	6,376
> 15	5,719	6,295	6,875
Athletic Director	6,141	6,755	7,373

APPENDIX B

NURSES

All nurses shall be paid on the teacher's salary schedule. They shall be able to move both vertically and horizontally as teachers.

All benefits as stated in the Appendix A (pages 46-48) shall also apply for nurses. (Ex.: Supermax, Longevity, Increment, Transfer from Schedule to Schedule, Stipend for Fourth Year Contract, etc.)

The School Committee shall establish a Nurse Leader position as stipulated in a current grant. This position will only continue for the duration of the grant. The stipend for Nurse Leader shall be the same as a Coordinator's stipend with staff less than 5. (See page 65).

APPENDIX C

INSTRUCTIONAL ASSISTANTS

The Salary Schedule shall be increased as follows:

FY12	2%	FY13	2%	FY14	2%
Step		Step		Step	
1	\$ 18,104	1	\$ 18,466	1	\$ 18,835
2	\$ 18,679	2	\$ 19,053	2	\$ 19,434
3	\$ 19,260	3	\$ 19,645	3	\$ 20,038
4	\$ 19,837	4	\$ 20,234	4	\$ 20,638
5	\$ 20,619	5	\$ 21,032	5	\$ 21,452

Longevity

Number of Years	Amount
10	\$ 250
15	\$ 500
20	\$ 750
30	\$1,000

The amount is paid in the 11th, 16th, 21st, and 31st year respectively.

APPENDIX D

BEHAVIOR SPECIALISTS AND ASSOCIATES

BEHAVIOR SPECIALIST

The Salary Schedule shall be increased as follows:

<u>STEPS</u>	<u>2% FY12</u>	<u>2% FY13</u>	<u>2% FY14</u>
1	26,691	27,225	27,770
2	27,517	28,067	28,628
3	28,366	28,934	29,512
4	29,220	29,804	30,400
5	30,396	31,004	31,624

BEHAVIOR ASSOCIATES

<u>STEPS</u>	<u>FY12</u>	<u>2% FY13</u>	<u>2% FY14</u>
1	\$22,840	\$22,952	\$23,066
2	\$23,405	\$23,522	\$23,640
3	\$23,980	\$24,100	\$24,221
4	\$24,550	\$24,673	\$24,800
5	\$25,620	\$26,250	\$26,900

APPENDIX E
Stipends for Extra-Curricular Positions

	2% and Restructured 2011-2012	2% 2012-2013	2% 2013-2014
Grade 7&8 Advisors	\$1,274	\$1,299	1,325
Grade 9&10 Advisors	\$1,477	\$1,506	\$1,537
Grade 11 Advisors	\$1,608	\$1,640	\$1,672
Grade 12 Advisors	\$1,608	\$1,640	\$1,672
Team Leader - Grade 7	\$1,249	\$1,274	\$1,299
Team Leader - Grade 8	\$1,249	\$1,274	\$1,299
NHS	\$1,608	\$1,640	\$1,672
NJHS	\$1,576	\$1,608	\$1,640
Yearbook Advisor	\$1,608	\$1,640	\$1,672
Yearbook Business Advisor	\$1,608	\$1,640	\$1,672
Senior Class Play	\$1,274	\$1,299	\$1,325
Drama Club/ Festival	\$1,608	\$1,640	\$1,672
Debate Club	\$1,576	\$1,608	\$1,640
Student Council - MSHS	\$1,608	\$1,640	\$1,672
Student Council - Howard	\$1,249	\$1,274	\$1,299
Math Club	\$1,576	\$1,608	\$1,640
Key Club	\$1,608	\$1,640	\$1,672
Diversity Club	\$1,576	\$1,608	\$1,640
Choral Director	\$ 919	\$ 937	\$ 956
Tri-M	\$ 919	\$ 937	\$ 956
Band Director	\$ 919	\$ 937	\$ 956
Musical Director	\$1,973	\$2,012	\$2,052
Asst. Musical Director	\$1,477	\$1,506	\$1,537
Head Mentor	\$1,464	\$1,493	\$1,523
Mentors	\$ 878	\$ 896	\$ 914
Guides	\$ 585	\$ 597	\$ 609
IT Manager (7-12)	\$1,967	\$2,006	\$2,046
IT Manager (PK-6)	\$1,928	\$1,967	\$2,006
Physical Restraint Team Leader	\$ 937	\$ 956	\$ 975
Pre-school team leader	\$ 937	\$ 956	\$ 975
Environmental	\$1,249	\$1,274	\$1,299
Spanish National Honor Society	\$1,249	\$1,274	\$1,299
Ski Club	\$1,249	\$1,274	\$1,299
Photo Club	\$1,249	\$1,274	\$1,299
Leo's Club	\$1,576	\$1,608	\$1,640
Scholarship Fundraising	\$1,249	\$1,274	\$1,299
Little Leo's Club	\$1,249	\$1,274	\$1,299

APPENDIX E COACHES

2% 11-12	1,294	1,787	2,277	2,768	3,258	3,749	4,240	4,732	5,223	5,711	6,202
2% 12-13	1,320	1,823	2,322	2,824	3,323	3,823	4,325	4,826	5,328	5,825	6,326
2% 13-14	1,347	1,859	2,369	2,880	3,389	3,900	4,411	4,923	5,434	5,942	6,452

Position

1. Head Varsity Football							Step 1	Step 2	Step 3	Step 4	Step 5
2. Head Varsity Basketball							Step 1	Step 2	Step 3	Step 4	Step 5
3. Head Varsity Soccer							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Field Hockey							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Baseball							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Softball							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Track and Field							Step 1	Step 2	Step 3	Step 4	Step 5
First Ass't Football							Step 1	Step 2	Step 3	Step 4	Step 5
4. Head Varsity Cross Country							Step 1	Step 2	Step 3	Step 4	Step 5
Faculty Manager							Step 1	Step 2	Step 3	Step 4	Step 5
J.V. Basketball							Step 1	Step 2	Step 3	Step 4	Step 5
2nd Ass't Football							Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Track							Step 1	Step 2	Step 3	Step 4	Step 5
5. J.V. Baseball							Step 1	Step 2	Step 3	Step 4	Step 5
J.V. Softball							Step 1	Step 2	Step 3	Step 4	Step 5
J.V. Field Hockey							Step 1	Step 2	Step 3	Step 4	Step 5
J.V. Soccer							Step 1	Step 2	Step 3	Step 4	Step 5
Jr. High Basketball							Step 1	Step 2	Step 3	Step 4	Step 5
Frosh Football							Step 1	Step 2	Step 3	Step 4	Step 5
Girls Ass't Track and Field							Step 1	Step 2	Step 3	Step 4	Step 5
Boys Ass't Track and Field							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Golf							Step 1	Step 2	Step 3	Step 4	Step 5
Head Varsity Tennis							Step 1	Step 2	Step 3	Step 4	Step 5
6. Cheerleaders (2 seasons)							Step 1	Step 2	Step 3	Step 4	Step 5
Jr. High Basketball							Step 1	Step 2	Step 3	Step 4	Step 5
3rd Ass't Football							Step 1	Step 2	Step 3	Step 4	Step 5

A newly employed teacher appointed to an athletic extra-curricular position may, in the discretion of the High School Principal and of the Athletic Director be appointed initially at a step higher than the 1st step if the prior experience of the teacher warrants such appointment. The provision for increases based on years of appointment does not change the appointment to an extra-curricular position from an annual appointment nor does it entitle an appointee to reappointment.

For full school year. To be prorated for service less than full year.

Positions will be filled only if the activity is offered.

APPENDIX F
COMMUNITY/SCHOOL CABLE ACCESS MANAGER

This memorandum of agreement is entered into by and between the School Committee of the Town of West Bridgewater, hereinafter called the "Committee", and the West Bridgewater Education Association, hereinafter the "Association".

WHEREAS, the Committee and the Association entered into a Collective Bargaining Agreement for the period September 1, 1998 to and including August 31, 2000; and

WHEREAS, the Association filed a grievance dated August 28, 2000 concerning the bargaining unit placement of a newly created position of Community/School Cable Access Manager; and

WHEREAS, the representatives of the Committee and the Association have met on said grievance at Level Two of the Grievance Procedure and reached a mutually agreeable resolution that they desire to commit to writing,

NOW, THEREFORE, in consideration of mutual promises and covenants, the Committee and the Association do hereby agree as follows:

1. For the 2000-2001 school year, the wages hours and conditions of employment, that were agreed to by the School Committee and the employee hired for the position, will remain in effect.
2. Commencing with the 2001-2002 school year, if the position continues to exist, it will be considered a bargaining unit position with all the rights and benefits of the contract.
3. Notwithstanding the terms of the contract, the position will extend beyond the teachers work year by either 20 days (11 month contract) or 40 days (12 month contract). Sick leave benefits will be adjusted to reflect the longer work year. For example, if the position is for 12 months, the employee will receive 18 sick days.
4. The hours for the position will be flexible as determined by the Superintendent

APPENDIX G

WEST BRIDGEWATER TEACHER LETTER

I have received the School Committee's notice that it intends to take a vote on (), with respect to my dismissal effective June 30, (), pursuant to the provisions of M.G.L. c. 71, s. 42. I understand I may have a right to request and be furnished by the School Committee with a written statement of the charge or charges of the cause or causes for which my dismissal is proposed, and a right to request and be given a hearing before the School Committee with representation of counsel of my own choosing. I also understand that I have a right to appeal such a vote for the School Committee.

Because I wish to retain my status as a tenure teacher in the West Bridgewater School System during the recall and return to active service, and since I admit that due to economic and budgetary considerations the School Committee has good cause for my dismissal, I hereby waive any written statement of the charge or charges, and waive my request for a hearing, and waive all rights of appeal, all as provided in M.G.L., c. 71, s. 42 and 43a, all in consideration of the School Committee's agreement that because of such admissions and waivers, the School Committee shall not vote on my dismissal effective at the end of the () school year pursuant to the provisions of M.G.L., c. 71, s. 42, but shall instead grant me an involuntary leave of absence without pay or increment as a result of layoff.

I understand that effective June 30, (), I will, unless recalled and returned to effective service, be on a leave of absence without pay or increment as a result of layoff. If I am returned to active service during the recall period, the Committee agrees that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoff(s). If I am not returned to active service during the recall period, I understand that the Committee will vote to dismiss me at the end of said period and that I have waived my rights to any statement of the charge or charges, and my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the School Committee has observed the recall provisions of the contract between the West Bridgewater School Committee and the West Bridgewater Education Association, Inc.

APPENDIX H

WEST BRIDGEWATER SCHOOL COMMITTEE LETTER

The School Committee is in receipt of your letter of (), requesting that you be granted an involuntary leave of absence without pay or increment as a result of layoff.

In order that you may retain your status as a tenure teacher in the West Bridgewater School System during the recall period and in the event of your recall and return to active service, and because you admit that due to economic and budgetary considerations the School Committee has a good cause for your dismissal, and in consideration of your having waived the following:

- (1) any written statement of the charge or charges of the cause or causes for which your dismissal is proposed;
- (2) any request for a hearing before the School Committee under M.G.L., c.71, s. s. 42
- (3) all rights of appeal as provided in M.G.L., c. 71, s. 42 and 43b.

Therefore the School Committee expressly agrees that because of your admission and waivers, the Committee shall not vote on your dismissal effective June 30 of the () school year pursuant to the provisions of M.G.L. c. 71, s. 42, but rather has granted your request for a leave of absence without pay or increment as a result of layoff pursuant to the Collective Bargaining Agreement between the West Bridgewater School Committee and the West Bridgewater Education Association, dated ().

As a result of the School Committee's having granted your request, effective June 30, (), you will, unless recalled and returned to active service be on a leave of absence without pay or increment as a result of layoff.

The Committee agrees that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this initial layoff shall continue in full force and effect but shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If you are not returned to active service during the recall period, the Committee will vote to dismiss you at the end of said period, and in accordance with your waivers and admissions there will be no requirement of any statement of charge or charges, or of any formal statutory hearings and no appeal from said dismissal vote.

In the event you are not returned to active service in accordance with the recall provisions of the Collective Bargaining Agreement then, in such event, the Committee intends to vote on your dismissal on (), at its meeting at p.m. in the Superintendent's Office or such place as may be designated as its meeting place on that date.