

COLLECTIVELY BARGAINED AGREEMENT

BETWEEN THE

WACHUSETT REGIONAL EDUCATION ASSOCIATION, INC.

AND THE

WACHUSETT REGIONAL SCHOOL DISTRICT

JULY 1, 2017 THROUGH
JUNE 30, 2018

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Preamble

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws (MGL), this Agreement is made between the Wachusett Regional School Committee, hereinafter referred to as the "Committee," and the Wachusett Regional Education Association, Inc., hereinafter referred to as the "Association" or the "W.R.E.A."

The provisions of this Agreement listed below shall supersede and take precedent over any and all like provisions, practices, or interpretations contained in collective bargaining agreements entered into prior to the effective date of this Agreement.

The parties recognize that this Agreement sets expectations for employment between and among the District and the members of the Association. The parties recognize that this Agreement has as its goal the engagement of students in learning and their academic achievement.

NOTE: Wherever this Agreement refers to "employee," that term means "member of the bargaining unit." Wherever this Agreement refers to "District" or "Superintendent" these terms mean the "Superintendent or designee" and denotes an administrative function.

ARTICLE 1

Recognition

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the District recognizes the Association as the exclusive bargaining agent and representative of all instructional staff to include teachers, counselors, librarians/unified media specialists, speech, occupational, and physical therapists, psychologists, long term substitutes filling a position for one person for 91 school days or more and any other job title agreed by both parties in writing, and excluding all day to day substitutes (whose assignments vary daily), short-term substitutes (anyone who fills in for one person for a short period of time such as an eight week maternity leave), as well as all managerial and confidential employees not specifically listed above.

ARTICLE 2

Continuation of Old Agreement and Complete Agreement

- A. 1. The effective date of this agreement shall be upon the signature of both parties. All provisions for school year employees shall be effective July 1, 2015, and shall continue up to and including June 30, 2017 and shall thereafter automatically renew itself for successive terms of one year unless by the October 1 prior to the 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; whereupon the parties shall meet in good faith negotiations for a successor agreement. During negotiations this contract shall remain in effect in its entirety.
- 2. Full year employees will remain on the same salary and benefit structure until the start of each new school year.
- B. This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

Wachusett Regional School District

Wachusett Regional Education
Association, Inc.

By: _____
Darryll McCall, Ed.D.
Superintendent of Schools

By: _____
Heidi Lahey
President

Date: _____

Date: _____

By: _____

Wachusett Regional School District Committee

Date: _____

ARTICLE 3

Waiver

In the event that any provision of this agreement is or shall at any time be declared contrary to law, and as a consequence thereof, bargaining unit members would lose a benefit which they currently possess under this agreement, the parties agree to negotiate a replacement benefit of comparable value. All other provisions of this agreement shall continue in effect.

ARTICLE 4

Just Cause

No member of the bargaining unit covered by the recognition clause of this contract shall be suspended without pay or discharged without just cause. Nothing in this article shall limit the parties' rights as outlined in the Massachusetts General Laws.

ARTICLE 5

No Strike

Both parties to this agreement agree to abide by MGL, Chapter 150E, Section 9A.

ARTICLE 6

Management Rights

The District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement.

ARTICLE 7

Agency Service Fee

- A. Pursuant to MGL, Chapter 150E, Section 12, each member of the bargaining unit who elects not to be a member of the NEA, MTA, and WREA, Inc. shall be required, as a condition of employment, to pay an agency service fee.
- B. Such fee shall be proportionally commensurate with the cost of collective bargaining and contract administration.
- C. Such agency fee shall be due and payable by December 31st of the current school year unless arrangements are made through the WREA treasurer for payroll deduction.
- D. The WREA agrees to hold harmless and to indemnify the District against all claims or suits arising out of application of this Article.

ARTICLE 8

Grievance Procedure

A. Definition

Any claim or complaint by the Association or one or more members thereof that there has been a violation, misrepresentation, or misapplication of this Agreement relating to wages, hours, or other conditions of employment shall be a grievance, but matters covered by applicable law or by regulation of any agency having jurisdiction over the parties hereto shall not be deemed a grievance.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise under this Agreement affecting the working conditions of employees covered by this Agreement.
- 2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Informal Procedure

- 1. Nothing herein contained shall be construed as limiting the right of any employee covered by this Agreement having a grievance to discuss that matter informally with any appropriate member of the administration, and to have the grievance adjusted on such a basis without bringing in the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

2. A written copy of the adjustment shall be forwarded to the W.R.E.A. president and the Superintendent from both parties within five (5) school days of the decision.
3. At the option of the employee covered by this Agreement, a representative of the Association will be given the opportunity to be present at the conclusion of the informal procedure and to state its views. It is understood that only by the procedure delineated in Section D below may a party proceed to Level Three arbitration.

D. Formal Procedure

Level One Principal

1. An employee covered by this Agreement who has a grievance will first set forth his/her grievance in writing on the Grievance Report attached to this Agreement APPENDIX I, Grievance Report and submit it to the principal within twenty (20) school days from the date of the event or events giving rise to the grievance or within twenty (20) school days from the date the grievant was aware of, or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed sixty (60) school days from the event or events giving rise to grievance. Said grievance shall include the provision(s) of the contract that the grievant(s) contend(s) was (were) violated or misapplied.
2. For the purposes of this Article, a school day is defined as a day school is actually in session.
3. The principal has five (5) school days to meet with the grievant.
4. Following this meeting, the principal has five (5) school days to render a written decision.

Level Two Superintendent

1. If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant must file an appeal within twenty (20) school days after the written decision was due at Level One.
2. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level One.
3. Within ten (10) school days after the receipt by the Superintendent or designee of the written grievance, the Superintendent or designee shall meet with the Association and the grievant.
4. Within ten (10) school days, the Superintendent shall render a decision in writing.

Level Three Arbitration

1. If the grievant is not satisfied with the decision of the Superintendent or the Superintendent has rendered no decision, the Association may, within fifteen (15) school days thereafter,

submit the grievance to arbitration by notifying the Superintendent in writing of its desire to have the grievance arbitrated.

2. The Association may submit the grievance to the American Arbitration Association to be arbitrated in accordance with its current rules.
3. The decision of the arbitrator shall be final and binding.
4. The arbitrator's decision shall be submitted within thirty (30) days from the date of the hearing completion.
5. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses.
6. The arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any of this Agreement.

E. Miscellaneous

1. All written grievance communications, documents and records shall be maintained in a file separate from the personnel file of any employee involved in a grievance proceeding. Unless requested in writing to do otherwise by all employees named in such records, any documents, communications and records dealing with the processing of the grievance will be kept in the strictest confidence.
2. The Superintendent will, upon request in writing, make available to the Association, school department records, including employee personnel files, when authorized by the employee whose file is requested, and documents in its possession necessary to the processing of any grievance.
3. Every effort will be made by all parties in interest to schedule grievance and/or arbitration sessions in the participants' nonworking hours or after school. However, arbitration proceedings may be scheduled by the District or its agent during the school day.
 - a. Two (2) Association representatives will be released from assigned duties to attend arbitration hearings scheduled during the school day.
 - b. Employees will be released from assigned duties without loss of pay as necessary and as required by any party in interest, to permit participation in the proceedings as a witness.
 - c. Such witness will be covered for the amount of time necessary to travel to and from the hearing and to testify at said hearing.
4. Any grievance that is Bargaining Unit Member(s) or Building specific shall be filed at Level One; all others may be initiated by the Association at Level Two. The Superintendent may remand any matter initially filed at Level Two to the Building Level for a period of ten (10) school days.
5. The District and the Association view the grievance and arbitration procedure, as a problem solving procedure, which may be used with impunity.

6. If the grievant fails to present the grievance at each level in writing within the specified time, said grievance shall be considered to be waived.
7. By mutual agreement, the parties may agree to extend any of the time limits delineated in this Article.

ARTICLE 9

Reduction In Force (RIF)

It is recognized that it is within the sole discretion of the School Committee and the Superintendent to reduce the staff, if necessary, because of a decrease in enrollment, a decrease in revenues, or for any other reason sufficient under the General Laws of this Commonwealth. Any implementation of reduction in force not in accordance with these procedures may be subject to grievance, arbitration, or bargaining at the election of the Association. The reduction shall be accomplished as follows:

A. Order of Reduction

1. Length of Service shall be an employee's length of uninterrupted service in the Wachusett Regional School District, measured from his/her first scheduled workday working under a valid license. Length of service will be pro-rated for less than full time employment.
2. Authorized leaves of absence shall not be considered interruption of service for the purposes of this Article only.
3. In the event two or more teachers with professional status have equal length of service, then the Superintendent, in making the determination, shall consider, but not be limited thereto, the following: professional growth (degrees), course preparation, and quality of professional service.
4. Reduction in force shall be determined by length of service, as defined in subsections Education.

B. Notification

The Superintendent shall provide written notice to the Association and notification by certified mail at the address of record to the employee(s) to be affected by reduction in force, providing reasons therefore, as soon as reasonably possible prior to the start of a school year. It is the sole responsibility of the employee to keep the District informed of any changes in his/her address of record.

C. Recall

1. Any reduced employee with professional status laid off pursuant to this article shall have the rights to any position for which he/she is licensed for a period equal to the number of years of service to the District but not more than two years commencing from date of notification. Such recalled employee shall be placed on the salary schedule at no lower level than he/she would have attained in the year following lay off and with continued seniority. Further, the recalled employee shall be granted any benefits he/she had accrued up to the point of his/her termination.
2. A laid-off teacher who attains a new licensure may bump the least senior teacher within that area of licensure at the beginning of the school year. The laid-off teacher shall provide the District the license or demonstrate to the District the ability to obtain a license at least twenty-one (21) calendar days prior to the opening of school. This two year window may be extended by the Superintendent, due to extenuating circumstances related to the licensure process.
3. Reduced employees with professional status shall be recalled in their inverse order of reduction to positions within their area(s) of licensure.
4. The Superintendent shall notify, by certified mail to his/her last address of record, a reduced employee with professional status to be recalled. If a reduced employee fails to notify the Superintendent within fifteen (15) days from the date of mailing of said notice, he/she shall forfeit all such recall rights. It is the sole responsibility of the reduced employee to keep the District informed of any change in his/her address of record and licensure status.

D. Attrition

To the extent possible and practical, and subject to teacher certification laws, regulations, and qualifications, normal attrition will be used to accomplish any reduction in force.

E. Curriculum

Nothing in this Article shall limit the District's right to eliminate courses, consolidate classes, revise curriculum, or reorganize the school system. The Superintendent will make every effort to provide alternative opportunities for displaced employees wherever possible in accordance with this Article. The exceptions to the District's right are detailed in ARTICLE 13 D and ARTICLE 14 paragraph B.

F. Introduction of Change

1. Technology shall be used as a tool to enhance the learning and teaching process of students and shall not be used for the purpose of Reduction in Force. Bargaining unit members are responsible to upgrade their skills in the uses of technology.
2. The District and Association agree to work collaboratively and cooperatively to improve the skills of teachers.
3. Members of the bargaining unit will not be reduced in force as a result of subcontracting services.

ARTICLE 10

Vacancies, Promotions and Transfers

- A. Whenever any vacancy in a bargaining unit position occurs, the vacancy will be publicized by notice on the teachers' bulletin boards.
- B. During July and August, the District shall notify the President of the Association of any such vacancy and provide a public information recording listing all vacancies in the District as described above, which will be updated biweekly.
1. Position(s) will be posted internally for a minimum of seven (7) calendar days before being filled.
 2. The qualifications for a position and its duties shall be included in the posting.
 3. The District will interview at least three (3) qualified applicants from within the bargaining unit. If there are fewer than three (3) qualified applicants from within the bargaining unit, all qualified bargaining unit members will be interviewed.
 4. If the principal, in his/her sole discretion, does not select any of the candidates from within the bargaining unit, the position may be filled by a candidate who is not a member of the bargaining unit.
- C. For bargaining unit members, at the end of the first or second year of the transfer position, either the bargaining unit member or the principal, in his/her respective discretion, may require a transfer back to the previous year's position, provided that the position (or comparable position) is available.

- D. The provisions cited in this Article dealing with the principal's exercise of discretion shall not be subject to the grievance and arbitration procedures outlined in this Agreement.
- E. For newly employed members of the bargaining unit, initial salary step placement shall be at the District's discretion. Academic credentials shall determine lane placement.
- F. The District shall make every effort to fill permanent vacancies in a timely manner with permanent replacements who are members of the bargaining unit. For the purposes of this section, a six month period is considered a reasonable period while a two year period is considered to be an unreasonable period.

ARTICLE 11

Involuntary Transfers

- A. Involuntary transfer will occur only when necessitated by unusual situations or during reduction in force situations.
 - 1. An unusual situation is defined as any situation where involuntary transfer would be in the best interest of the individual teacher and the District as determined by the Superintendent.
 - 2. Reduction in force situations would include any situation where an involuntary transfer would be necessitated by programmatic changes implemented by the District.
- B. When involuntary transfers are necessary, a meeting may take place, at the affected member's request, with the member(s) involved, the Superintendent and the Association president at which time the member(s) will be notified of the reason for the transfer.

ARTICLE 12

Provisions for the School Year and Calendar

- A. The teacher work year shall consist of 183 workdays to include 180 teaching days, one (1) staff orientation day, and two (2) staff development days.
- B. Prior to finalizing the school calendar, the District will provide the Association the opportunity to have input.
- C. The District and the Association agree that the overall traditional recesses in the school year shall be maintained.
- D. The school year MAY begin on the Monday before Labor Day.

- E. The school year will end no later than June 30.
- F. Newly hired members of the bargaining unit who are placed on the salary schedule and who have not gained professional status shall work five (5) days prior to the start of school, and an additional fifteen (15) hours of after-school orientation, instruction, and training in their first year; four (4) days prior to the start of school as well as ten (10) hours of after-school orientation, instruction, and training during their second school year.
 - 1. The orientation/training days that take place before the start of the school year may be scheduled consecutively up to 10 business days before the first day of school for students. Orientation/training will be appropriate to the position of the newly hired employee.
 - 2. These days shall not be scheduled during the traditional recesses in the school year calendar.
- G. The regular work year for Physical Therapists and Occupational Therapists shall be one hundred eighty-three (183) days.
 - 1. In the event that occupational therapy services are needed beyond the school year, the Superintendent shall make all reasonable efforts to contract for hours with Certified Occupational Therapy Assistants (COTAs). If these efforts do not yield sufficient coverage, the Superintendent shall designate the number of days and hours necessary to provide the services and shall communicate the same to the WREA President and the Occupational Therapists one week prior to the last day of the school year. Such days and hours shall not exceed one hundred eight (108) hours per therapist. The Occupational Therapists shall, within seven (7) days, report to the Superintendent a schedule to cover the designated time. If the Occupational Therapists, individually or in the aggregate, desire more summer hours than are available, then the WREA President and the Superintendent shall determine how to equitably divide the summer hours based upon such factors as seniority and prior summer service.

In the event that Occupational Therapists fail to provide the report within seven (7) days or do not provide sufficient coverage, then the Superintendent may mandate the Occupational Therapists to cover the time in a manner proscribed by the Superintendent after consulting with the WREA President. All summer hours shall be compensated at the regular WREA hourly rate.

- 2. In the event that District requires the services of a Physical Therapist beyond the school year, the Superintendent shall designate the number of days and hours necessary to provide the services and shall communicate the same to the WREA President and the Physical Therapists one week prior to the last day of the school year. Such days and hours shall not exceed seventy-two (72) hours per therapist. The Physical Therapists shall, within seven (7) days, report to the Superintendent a schedule to cover the designated time. If the Physical Therapists, individually or in the aggregate, desire more summer hours than are available, then the WREA President and the Superintendent shall determine how to equitably divide the summer hours based upon such factors as seniority and prior summer service. In the event that Physical Therapists fail to provide the report within seven (7) days or do not provide sufficient coverage, then the Superintendent may mandate the Physical Therapists to cover the time in a manner proscribed by the Superintendent after consulting with the WREA President. All summer hours shall be compensated at the

regular WREA hourly rate.

3. Other working conditions pertaining to summer recess shall remain intact.
4. Itinerant service providers shall not be assigned duties.

ARTICLE 13

Provisions for the Work and School Day

- A. The school day shall begin no earlier than 7:00 AM.
- B. Dismissals of students in the District shall be no later than 3:45 PM. At the high school, in the absence of flexible work time, student dismissal shall be no later than 2:30 PM, ARTICLE 14, Working Conditions.
- C. If any curtailed school day is creditable as a full pupil attendance day under State Department of Education regulations, said school day shall also be counted as a full workday for teachers.
 1. In the event the District needs to alter school times in order to meet the minimum aggregate time requirements as determined by the State Department of Education Time on Learning Regulations as of September 1, 1997, the District will work in collaboration with the Association, in a timely fashion, to meet said minimum aggregate time requirements, at no additional cost to the District.
 2. In the event that no agreement is made by the parties, the District retains the authority to alter the schedule to meet this minimum requirement.
- D. Workday
 1. The workday for K-8 bargaining unit members will be a contiguous six (6) hours and fifty (50) minutes to include bus duty; except in the case of an emergency, the District agrees to have an administrator, Principal, or Assistant Principal supervise students when buses are arriving late. This provision is subject to other provisions of this agreement.
 - a. Grades (K-8): Bargaining unit members will have one (1) duty-free preparation period of not less than forty-five (45) minutes each workday.

If a school site is unable to schedule one forty-five (45) minute period per workday the members of that site will have a total of four hundred seventy (470) minutes of duty-free preparation time per ten consecutive workdays. The majority of this time will consist of periods of not less than forty-five (45) minutes and the remainder of this time will consist of periods of not less than thirty (30) minutes. The preparation period is exclusive of a duty-free lunch period.

2. High School Provisions
 - a. The workday for professional staff shall not exceed six (6) hours and forty (40) minutes.

This provision is subject to other provisions in this agreement.

- b. No teacher shall be required to teach or supervise students for more than the average of twenty-five (25) class periods per week. (A period shall be defined as approximately forty-five (45) to sixty (60) minutes) except for:
 - 1) Activity periods, not to exceed forty-five minutes per period nor fifty (50) per year. These periods are to be used for induction, orientation and guidance activities, with the following clarifications:
 - These periods are intended to be discrete from the traditional teaching duties assigned to WREA members; members of the WREA will not be required to prepare and/or plan lessons prior to the activity period.
 - WREA members will not be required to assess students' activity period performance.
 - WREA members recognize the importance of supervising students and implementing student activities during these activity periods.
- c. Members of the bargaining unit will not be required to supervise students in the cafeteria, cafeteria areas, or late bus areas nor will they be assigned to duties within the lavatories.
- d. Each member of the professional staff shall have a minimum of one (1) duty-free preparation/planning time period per school day.
- e. Each professional staff member shall, without additional compensation, assist in the supplemental educational operation of the school which may consist of club sponsorship, chaperonage, detention duty, accreditation work and the like. Such education operations of the school held in the afternoon or evening, shall be assigned by the administration on a voluntary basis where possible. In cases where a volunteer is not available, the administration shall assign the duties on an equitable rotating basis. Teachers who are paid for activities are not excluded from this position.

E. Other K-12 Work Provisions

1. The member's workday shall include a contiguous thirty (30) minute duty free lunch to be scheduled at the discretion of the building principal consistent with MGL, Chapter 71, Section 80. The District, with the consent of the K-12 bargaining unit member, may appoint him/her to a stipend position during the member's duty-free lunch to assist with the administration of the building. The amount of the stipend shall be determined through agreement between the District and the Association.
2. Practices in place for recess and lunch duties as of September 1, 2000 shall remain in place.
3. Bargaining unit members recognize that student help beyond the school day may be necessary. Therefore, students who might profit from member assistance shall be encouraged to avail themselves of it from the member. Such student help should not include extended day programs and or new programs such as but not limited to Title I,

Wingspan, and MCAS Tutorial Programs.

4. For the purpose of special education meetings, 504 meetings, REAP meetings and administratively scheduled parent meetings, the District may use no more than ten (10) bargaining unit member preparation periods throughout the course of the school year and/or not more than five (5) meetings before or after the workday. Meetings to be held before or after the workday must be contiguous with the workday and bargaining unit members will not be required to attend a meeting before or after school for more than one (1) hour for any one meeting. Any additional meetings would occur during the workday and would require the District to provide coverage for the bargaining unit member.
5. Within the bargaining unit member's workday, bargaining unit members will be on duty prior to the regularly scheduled arrival of students. At the close of the school day, members of the bargaining unit shall complete their assigned responsibilities which includes, where applicable, arranging for pupils to report to additional assignments within the building.
6. Other than duty free lunch, bargaining unit members will not leave the building without authorization of the building principal/designee excepting in emergencies when the principal/designee will be notified of the nature of same.
7. Bargaining unit members shall attend, when necessary, faculty/curriculum/grade alike meetings which may be scheduled no more than two (2) times per month, not to exceed two (2) hours total meeting time per month. These meetings will start promptly after the workday ends or be held prior to the start of the workday. Every effort will be made to provide agendas of specific items to be addressed prior to the meeting. Teachers will be given the opportunity to present issues of importance for consideration and discussion.

It is agreed that should activities associated with a professional development day run beyond the WREA members' scheduled day, that such time would be deducted from the meeting time that members are responsible for under this article.

8. The parties recognize that either a Parents' Night, an Open House, or a Curriculum Night is a professional obligation and an effective means to facilitate communication between the schools and parents. Annually, one of these nights shall be scheduled by the principal after seeking input from staff on the best agreeable date. The District agrees that it will work with members of the bargaining unit who are unable to attend a scheduled Parents' Night or Open House, due to scheduling conflicts or other reasonable reason(s), to ensure that said staff member is able to effectively communicate with parents about student progress and performance. The WREA agrees that the member shall submit an appropriate method to the building principal indicating how he/she will effectively communicate with parents if said individual was unable to attend the regularly scheduled Parents' Night or Open House. An example of an appropriate method would include notification to interested parents of alternate means of effective communication.
9. Bargaining unit members recognize the importance of joining with their colleagues and administration to: develop curricula and assessments, analyze student work and create interventions for exceptional students. In recognition of this importance, teachers will show evidence of collaboration on a routine basis. Such work may be completed during the school day, or after school, as appropriate, exclusive of scheduled meeting time.

ARTICLE 14

Working Conditions

A. General Conditions

Although the principal responsibility of teachers is to teach, guidance counselors to counsel, and all other recognized groups to function within their area of licensure or expertise, all members of the bargaining unit contribute individually and collectively to the successful operation of school buildings, the school District, and the education of the students therein.

1. In assigning students to classes, the administration shall make every effort to work with staff to determine appropriate class sizes relative to educational, safety and financial considerations.
2. Bargaining unit members accept responsibility for effectively communicating with parents and students at times convenient to same. If a mutual time cannot be established, the principal shall set a time contiguous with the school day. Parental visitations to visit classes shall be coordinated through the building principal with consideration given to the preference of the teacher for the appropriate times.
3. The District will determine class assignments in which a member of the bargaining unit will teach within his/her licensure and in conformance with state law or regulation. Every effort will be made to assign staff members to teach in not more than two (2) areas of licensure. If it is necessary, under extenuating circumstances, the District may assign a member of the bargaining unit to teach in more than two (2) areas of which the member is licensed. The WREA president will be notified by the building principal when the District assigns a teacher to more than two areas of licensure as soon as reasonable.
4. In all matters relating to teacher work load, teacher assignment, distribution and balance of class sizes, non-teaching duties, after school meetings, and similar matters, every reasonable administrative effort shall be made to see that fair, impartial, and equitable treatment and consideration is given to each such circumstance.
5. Every effort will be made to inform teachers of their teaching assignments by the close of the current school year for the next school year.
6. The parties agree to work together to provide for the orderly and safe operation of school buildings. Teachers shall maintain visibility in corridors and make regular visits to student lavatories to prevent infractions of school rules.
7. Members of the bargaining unit accept responsibility for classroom order and management. In the event that individual student behavior becomes disruptive to the education of others in the class, bargaining unit members shall receive administrative support.

B. Annual Flexible Work Time Assignments

Work time assignment is defined as the daily work start and end times in conformance with the workday included in this Agreement.

1. This provision is intended for scheduling purposes at the high school. However, nothing in this Agreement will prevent the District from implementing a flexible work schedule in any other District school building in emergency situations.
2. Flexible scheduling will be used only when the District does not have sufficient facilities within a building to accommodate the educational program of the students and should be considered as an emergency temporary measure only.
3. The conversion to flexible work times shall not be for the direct purpose of eliminating existing program offerings. Nothing in this Article limits the rights of the parties as outlined in ARTICLE 9, Reduction in Force.
4. In schools where there are flexible work times, the principal/designee shall request input from members of the bargaining unit regarding their work time preferences on an annual basis prior to the commencement of the annual scheduling process. Every effort will be made to accommodate the member's preference.
5. The most senior member of the bargaining unit within licensure and area of concentration shall be given preference, whenever possible, in work time assignment on an annual basis within a school building.
6. Members of the bargaining unit, employed as of June 20, 1997, shall work a contiguous workday.

C. Additional Teaching Assignment

If a teaching assignment is scheduled and the District desires to fill this position with an existing staff member within the building who holds a full time work load and said individual wishes to accept such teaching assignment, the member of the bargaining unit shall be paid 1/900 of the member's annual salary for each teaching period worked.

1. Preference will be given to the senior staff member within licensure, area of teaching, and teaching experience.
2. This provision does not pertain to emergency substitute assignments included in ARTICLE 15, Emergency Class Coverage.
3. Bargaining unit members who accept such a teaching assignment as a long term replacement instructor shall be paid a stipend commensurate with their current salary and contractual teaching obligations.

ARTICLE 15

Emergency Class Coverage

- A. The parties agree that, when the administration is unable to secure a substitute teacher, any member of the bargaining unit shall accept assignment in the substitute position during his/her unassigned period(s), if in the judgment of the administration, the best interests of the pupils will be served by making such assignment.
- B. Such assignments shall be made on a rotating basis by free period. Where possible, teachers will be assigned their discipline.
- C. Any member of the bargaining unit that substitutes more than ten (10) periods a year will be paid 1/900 of his/her base pay for each period beyond ten (10) except when he/she substitutes for a teacher who is absent for the whole day for whom a substitute has not been procured, in which case he/she will be paid 1/900 of his/her base pay for each period he/she substitutes.

ARTICLE 16

Staff Development Planning

- A. Utilization of staff development time referenced in this Article shall be developed with input from the Association annually. Consideration shall be given to school/department site activities, varied experiences and opportunities.
- B. This time shall be planned so as to provide eligibility for credit necessary to maintain professional status. Individual groups of teachers may submit proposals to the Principal, for Superintendent and Principal approval, for staff development programs for these days.
- C. Bargaining unit members may submit proposals for the first professional development day to their building administrator and/or Superintendent prior to June 30th of the preceding school year and prior to December 31st for the second professional development day of that respective school year.
- D. Recognizing the importance of professional development in maintaining a highly qualified teaching staff, the District will set aside a sum of money each fiscal year equal to two times the Masters, Step 1 salary for that year. These funds will be for the specific use by the members of the WREA to help defray the costs associated with professional development.
 - 1. These costs may include, but are not limited to, conference expenses, school visits, course fees, travel directly associated with professional development, workshop fees, and class coverage for WREA members attending professional development.

2. WREA members who wish to avail themselves of professional development opportunities as outlined in this article may apply to the District in writing for payment up to, but not exceeding, the costs associated with such professional development, pending administrative approval. The District reserves the right to retroactively increase funding if all professional development monies have not been requested by June 1 of the school year.
3. Any monies that have not been spent during the current school year will be forfeited.
4. When possible, WREA requests for administrative approval and payment under this article must be made, in writing at least ten (10) school days prior to the opportunity and also must contain an explanation of the educational value of the request.
5. Upon completion of professional development as outlined in this article, members may be requested to share this experience in writing and/or in person with other members of the District staff.

ARTICLE 17

Complaints and Discipline

- A. Any complaints (except charges of criminal conduct or administrative complaints of a nonacademic nature) regarding a member of the bargaining unit made by any parent, student or other person, and impelling some official cognizance by the Superintendent, shall be promptly called to the attention of the employee in order that the employee may rectify the situation or answer such complaints.
- B. The bargaining unit member will be first notified of the charges to be proffered against him/her and will be entitled to have representation of his/her own choice present during the discipline session.
- C. Every effort will be made to treat professional staff in a professional manner.

ARTICLE 18

Teacher Evaluation System

The teacher evaluation system is hereby incorporated into this agreement by reference. A subcommittee representing both parties will review and update the evaluation tool annually to reflect the DESE requirements and needs of the District. The Evaluation Subcommittee will review the number of observations and the length of the observations and will make recommendations for changes to the bargaining unit on/or before June 1, 2015. Only substantive changes need to be ratified by the parties.

ARTICLE 19

Provisions for Leave

Under extraordinary circumstances not covered below, a member of the bargaining unit may apply to the District for special leave consideration.

A. Sick Leave

1. A member of the bargaining unit with non-professional status shall earn sick leave at the rate of one and two tenths (1.2) days per month of employment; such annual accrual shall be capped at twelve (12) days per year cumulative to one hundred eighty (180) days.
2. Any member of the bargaining unit with professional status shall earn sick leave at the rate of one and one half (1.5) days per month of employment; such annual accrual shall be capped at (15) days per year cumulative to one hundred eighty (180) days.
3. All members of the bargaining unit shall be credited with their annual sick leave accrual as of the first day of work of each work year.
4. If the member of the bargaining unit terminates service prior to the conclusion of the work year in which such sick leave was credited, he or she shall reimburse the District for any sick leave used in excess of the monthly allowance.
5. A member of the bargaining unit, absent due to sickness or injury, shall notify his/her supervisor as early as possible before the starting time of the school day on each day of absence.
6. The District may require a medical examination of any member of the bargaining unit claiming leave under this Article in its discretion. Such examination is to be at the expense of the District by a physician selected by it.
7. In the case of absence due to an industrial accident, the District agrees to allow the member of the bargaining unit to make up the difference between regular take home pay and the amount received from workers' compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.
8. For illness of the member of the teacher's immediate family, which necessitates the teacher's absence from school, up to ten (10) days per year may be charged to the teacher's personal sick leave.

B. Personal Leave

1. All members of the bargaining unit shall be entitled to three (3) personal days per year, for the purpose of conducting personal business that must be conducted during regular work hours, two (2) days of which can be used consecutively for reasons such as weddings and graduations that require travel. Personal days require the prior approval of the Superintendent or designee and are at full pay. The District reserves its right to make requests regarding the use of personal time by Association members when adherence to the definition of personal time is in question. The use of personal days is not intended to extend a holiday or vacation period. Such requests will require administrative review.
2. In cases of emergency, the notice requirement may be waived at the discretion of the District. The District shall reply to said requests promptly.
3. Bargaining unit members' unused personal days shall be converted to unused sick days and be added to the members' total sick day accrual at the end of the school year. Bargaining unit members may carryover one (1) unused personal day per year with a cap of four (4) personal days allowed.
4. The following list of reasons for personal days is considered examples acceptable by the District: family medical appointment, legal matters, graduations, funerals, personal real estate transactions, and estate or inheritance transactions.
5. The District shall determine a prorated baseline for the use of personal leave use by averaging the personal time used by WREA members for the school years ending June 30 of 2005, 2006 and 2007. If the prorated amount of personal days exceeds 110% of this baseline at the end of a school year, the Superintendent shall inform the President of the WREA of such circumstance. If the personal day usage for the subsequent year, as calculated at the end of the year, is not at or below 100% of the established baseline, the WREA and the WRSD agree to renegotiate this arrangement. Failure to reach an amicable agreement would result in personal leave language reverting to that which was in place during the 2008/2009 school year.

C. Bereavement Leave

1. In the event of the death of a member of an employee's immediate family (e.g., husband, wife, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchild, grandparent, grandchild and domestic partner), the employee will be allowed to take up to five (5) bereavement days per event.
2. Members of the bargaining unit will be granted one (1) day at full pay per event on the death of an aunt, uncle, niece, or nephew who lives at an address other than that of the employee.
3. In cases where there is a documented need to travel out of the area for funeral services, the employee may appeal for additional bereavement day(s).

D. Adoption Leave

1. Adoption Leave: In the case of an adoption, the member will be allowed up to four (4) weeks leave. Accumulated sick and personal leave may be applied during the leave period for which an attending physician certifies the need for parental care rendering the employee unable to work.

E. Parental Leave and Child Rearing Leave

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

1. Parental Leave. Pursuant to the MGL, Chapter 149, Section 105d, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two (2) employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.
 - a. Accumulated sick leave may be applied to those days during the maternity leave period for which the female's attending physician certifies that she is disabled and unable to work.
 - b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.
2. Child Rearing Leave. At the end of the maternity leave (or with the arrival of an adopted child), child rearing leave may be granted at the discretion of the Superintendent, after the written request of the employee for a period of up to the remainder of the school year. A member of the bargaining unit may apply for additional unpaid leaves of absence, subject to the Unpaid Leave provision detailed below.
3. Return From Leave. The member of the bargaining unit is entitled to return to a similar position with at least the same salary level and benefits coverage for which the member of the bargaining unit was eligible under the contract in force on the date that the member's leave commenced (subject to exceptions defined in MGL, Chapter 149, Section 105d).
 - a. During extended child rearing leave, the member of the bargaining unit shall not accrue time toward professional status, sick leave, seniority or other advantage or right of employment normally incidental to the employee's position, provided, however, that upon return to work such employee shall be granted all leave, seniority and length of service credit which he or she had at the start of the extended child rearing leave.
 - b. In cases where the member of the bargaining unit has completed half of the school year in which leave commences, the member of the bargaining unit will be eligible for customary salary progression upon return.

- c. In cases where the member of the bargaining unit has been granted a child rearing leave for the remainder of the school year, said teacher must notify the District of his/her intention to return to his/her position in the following school year by February 1 of the school year in which the leave is taken.
4. Family and Medical Leave. Up to twelve (12) weeks of leave may be granted to eligible members of the bargaining unit for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993. Members of the bargaining unit may use their accrued sick and/or personal time prior to Family Medical Leave or they may retain any personal and/or sick days which have accrued prior to going on unpaid leave. Members are encouraged to contact the WREA and/or the WRSD for clarification when contractual Provisions for Leave are combined with Family Medical Leave benefits.

F. Military Leave

An employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation regarding official government records, and his/her regular compensation; provided that such military leave does not exceed seventeen (17) days in any twelve (12) month period, and shall not include payment to members of the Armed Forces Reserve or National Guard who may be mobilized during an emergency.

G. Court/Jury Duty

In accordance with MGL, Chapter 234A, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay, over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

H. Unpaid Leave

A member of the bargaining unit covered by this Agreement may, upon application to the District, be granted authorized absence without pay.

1. Leave of absence without pay of up to one (1) year may be granted to any recognized member of the bargaining unit, at the discretion of the District. When applying for such leave, the employee must include the reason for said request. A member of the bargaining unit may apply for additional unpaid leaves of absence.
2. If the stated purpose for the requested leave changes before or after its approval, the member of the bargaining unit must immediately notify the Superintendent and such member of the bargaining unit may be subject to immediate recall.
3. Continued participation in the District's insurance coverage plans shall be allowed for all employees on approved leaves of absence, provided the bargaining unit member pays 100% of the premium.

I. General Provisions On Return From Leave

All salary and benefits to which a member of the bargaining unit was entitled at the time the leave of absence commenced including unused accumulated sick leave shall be restored upon return, and he/she shall be assigned to a similar position to that held at the time said leave commenced. If the same position is not available, the employee will be assigned to the most nearly equivalent position.

J. Sabbatical Leave

1. The purpose of a sabbatical leave is to encourage, promote, and enhance the education of the bargaining unit member in order to better serve the District and the students therein. Sabbatical leaves may include graduate programs, travel programs, field experience, and research programs.
2. A member of the bargaining unit who has completed a minimum of six (6) years of continuous service to the District in a position covered by this Agreement is eligible for a sabbatical leave.
3. Individuals applying for a sabbatical leave shall notify the District by October 1 preceding the proposed sabbatical leave. A detailed plan of the sabbatical leave program will be submitted to the District by November 1 of the same year. The District shall render its decision no later than December 1 preceding the proposed sabbatical leave. Exceptions shall be made in this calendar under extenuating circumstances.
4. In accordance with state law, an individual granted sabbatical leave must return to the system for a period of time equal to twice the length of his/her leave. In default of completing such services, the member of the bargaining unit shall refund to the District an amount equal to the proportion of salary received while on leave as the amount of service not actually rendered as agreed bears on the whole amount of service agreed to be rendered. Exceptions could be made in cases of illness, death, or other extenuating circumstances to be considered by the District.
5. Provisions of professional teacher status, position classification, and placement on the salary schedule would continue on the same basis as if the member of the bargaining unit had not been granted the sabbatical leave.
6. Sabbatical leaves shall be for one (1) school year at two-thirds (2/3) base pay. A member of the bargaining unit shall be paid on this schedule unless other financial arrangements are agreed to by the District and the member of the bargaining unit.

K. Sick Bank Leave

1. Any actively employed member of the bargaining unit covered by this agreement is eligible for membership in this sick bank. WREA members will notify the Sick Bank Committee by October 1st, or within sixty (60) days of hire, that they want to contribute to the sick bank.
2. Any contributing member of this sick bank is eligible to receive benefits.

3. Membership in this bank shall be voluntary. Each member shall make an initial non-returnable contribution of two (2) sick days.
4. If the bank's total number of accumulated days falls below five hundred (500), members shall contribute one (1) day every successive year until the member has contributed a total of five (5) sick days, as deemed necessary by the Sick Leave Bank Committee.
5. Any sick day contributions made to the bank will be permanently deducted from the Member's sick day total (i.e., a member who donates five (5) days would have a sick leave cap of one hundred seventy-five (175) days permanently).
6. Any Sick Bank days shall be carried over to successive years.
7. Sick Bank days may only be drawn after an applicant has exhausted all accumulated or accrued sick days.
8. Sick Bank days may only be granted for the applicant's extended disability resulting from illness and/or accident.
9. The Sick Bank shall be administered by a Sick Bank Leave Committee consisting of five (5) WREA members, designated by the President or his designee. Decisions by the Committee require a majority vote (3).
10. Applications for benefits can be made by an active, contributing member of the Sick Bank. Applications must be in writing, and at least twenty (20) days prior to the point at which the employee's sick leave is exhausted. (For extenuating circumstances the twenty (20) day waiting period can be waived.) The application must be accompanied by a doctor's letter certifying the need for extended leave and estimating the number of days needed for recovery.
11. The Sick Bank Leave Committee cannot act without a physician's statement.
12. The initial grant of sick leave by the Sick Bank Leave Committee cannot exceed twenty (20) days. Additional leave may be extended upon reconsideration of need by the Sick Bank Leave Committee.
13. The decision of the above Sick Bank Leave Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the administration of the sick leave bank and shall not be subject to grievance or arbitration.

L. Extended Illness Leave

1. Any member of the bargaining unit who has exhausted his or her accumulated sick leave and any allotted days from the sick bank may opt for extended illness leave. He/she will be entitled to receive the difference between his/her regular salary and the substitute's compensation for an additional period (not to exceed ninety (90) days) equal to the number of sick days they had accumulated at the beginning of school year when the illness leave began.
2. A member who has opted not to join the sick bank may opt for extended leave when they exhaust their accumulated sick days.

3. The daily substitute rate will be determined by the Committee.
4. Days may only be granted for the applicant's extended disability resulting from serious illness and/or accident.
5. A physician's certificate will accompany all requests for extended illness leave.
6. Days beyond what the member was entitled to may be considered by the Superintendent on a case by case basis.
7. As with the sick bank, the total number of extended illness days a member qualified for (based on their accumulated sick leave at the beginning of the illness) will be carried over into the subsequent school year and may be used after the member uses his/her new allotment of sick days.
8. Members who are on Workman's Compensation are not eligible for this benefit.

M. Job Sharing

Job sharing, in accordance, with the following, shall be available to all members of the bargaining unit represented by the WREA.

Definition:

For the purposes of this contract, "job sharing" shall be defined as the allocation of all of the duties of one full-time teaching position between two (2) licensed teachers and within the Wachusett Regional School District such that the cost of the job sharing does not exceed the cost of one (1) teacher. The division of these duties shall be according to the terms set forth below:

Application:

Teachers interested in job sharing shall jointly submit a job sharing proposal to the Superintendent no later than February 1st of the school year preceding the school year during which the job is to be shared. The proposal shall set forth the following details:

- The position to be shared;
- The manner in which the job is to be shared, e.g. the percentage of the job each is to work;
- Whether teachers shall be eligible for health insurance benefits consistent with state law and District practice;
- Any other relevant information to the implementation of the proposal.

Approval:

The proposal shall be reviewed by the building principal and the Superintendent who shall notify the teachers of the decision, with the reasons for granting or denying, no later than May 15th. The decision whether or not to allow the job sharing proposal shall not be grievable or arbitrable.

Condition:

In the event that the job sharing proposal is approved, the following conditions shall apply:

- Both teachers shall work the first, second, and last day of the student school year;
- Both teachers shall work the three Professional Development Days;
- Both teachers shall attend all parent/teacher conferences and all staff meetings;
- Both teachers shall attend Open Houses/Curriculum Nights;
- In the event that one of the teachers is absent, the partner teacher shall make every reasonable effort to cover the absence; and
- Where applicable, benefits shall be pro-rated (e.g. each teacher shall receive the appropriate percentage of his/her salary, and shall receive a pro-rated number of sick and personal days).

Term:

The term of the job sharing shall be for one school year, and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision in this Article.

ARTICLE 20

Personnel Files

A. Storage and Viewing

All personnel files dealing with employees covered by this agreement shall be housed at the Office of the Superintendent or other place as designated by the Superintendent or designee. Supporting documentation, including notes, preliminary evaluations, or any similar type of material may be retained by administrative personnel in the personnel file, even after an evaluation or report that is filed in the personnel file has been completed.

B. Examination of Files

1. The member of the bargaining unit covered by this agreement may examine all material in his/her personnel file, as provided in MGL, Chapter 149 Section 52C and Chapter 71 Section 42C. Any document that the employee wishes to copy shall be subject to a reasonable copying fee established by the District.
2. Only authorized members of the District administration, clerical personnel in the Superintendent's Office, or a designated agent of the District shall have access to the contents of any employee's personnel file without the written consent of that employee.

C. Right to Review

Employees covered by this agreement shall have the right to review and respond to any material placed in his/her file with said response placed in the file.

D. Derogatory Material

1. The bargaining unit member 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.
2. Derogatory material not referenced in ARTICLE 17, which relates to an event or events that the District was aware of, or reasonably should have been aware of, may not be entered into the file after a period of sixty days of the date of the event or the knowledge thereof.

ARTICLE 21

Payroll Deductions

A. Method of Salary Payment

Bargaining unit members will inform the District of the payment plan if they desire a change for the next year by June 1 of the previous school year.

1. Twenty-six equal biweekly installments:
 - a. Checks distributed over twenty-six (26) equal installments.
 - b. Checks calculated in twenty-six (26) equal installments; all money due after the final pay period falling in the regular school year shall be paid in one total sum, the final payment being due and payable the last working day.
2. Twenty-one equal biweekly installments:
 - a. All money due after the final pay period falling in the regular school year shall be paid in one total sum.
 - b. The final payment being due and payable the last working day.

B. Stipends

The employee will be paid for work done throughout a period of time in two equally spaced payments, the first payment equal to one-half the stipend paid halfway through the period of service, and the remaining half at the completion of service.

C. Credit Unions, TSA's etc.

Payroll deductions for the IRA's, TSA's, retirement, stipends, savings accounts, insurance, and teachers association dues but not limited to these shall be made by the payroll department according to law.

D. Section 125 Deductions

1. Employee contributions toward medical insurance coverage can be excluded from taxable income, maintained by the District under Section 125 of the Internal Revenue Code of 1986, and the regulations issue there under as from time to time are amended, supplemented, and superseded by laws of similar effect.
2. At the time of employment, employees may elect to take advantage of Section 125.

E. Direct Deposit

At the employee's request, the District shall make direct deposit payments to a financial institution that participates in direct deposit.

ARTICLE 22

Personal Injury and Indemnification

- A. Members of the bargaining unit shall be eligible for Workers Compensation benefits for personal injury arising in the course of their employment.
- B. To the extent applicable, the Committee agrees to provide the indemnification established under MGL, Chapter 258, as amended, subject to the conditions set forth in said statute.

ARTICLE 23

Insurance

Note: Additional District employee benefits relative to insurance may be found in the Wachusett Regional School District Employee Handbook and/or on the Wachusett Regional School District website.

Employees covered by this Agreement who work at least twenty (20) hours per week on a regular basis may enroll in the following types of family and individual insurance programs:

A. Insurance

1. Health, dental, life, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC agreement.

B. Leave

Continued participation in the foregoing insurance coverage plans shall be allowed for all employees on approved leaves of absence, provided he/she pays 100% of the premium.

C. Flexible Spending Accounts

The District agrees to establish Flexible Spending Accounts, administered by the District, for members.

ARTICLE 24

WREA President

The Association President and the Superintendent agree to work together in a cooperative relationship to benefit the children and staff of the District and to promote the District throughout the community and state. In that endeavor, periodically, the President may request accommodation to assist in accomplishing the above. Such accommodation may be provided at the discretion of the Superintendent after consideration of the effect such accommodation would have on the instructional program.

ARTICLE 25

Association Activities

The District agrees to provide each of four (4) offices (President, Vice President, Secretary and Treasurer) of the Association, days for Association Activities, not to exceed twenty-one (21) days total per academic year, not to exceed five (5) days per individual per academic year with the exception of the Association President who will be allotted six (6) days per academic year.

ARTICLE 26

Retirement Benefits

Upon retirement or the death of an employee continuously employed by the Wachusett Regional School District or its predecessors, said employee shall be paid a retirement benefit consistent with the following schedule. Such payment shall be made, at the District's discretion, within one (1) year after retirement or death or no earlier than the employee's requested date of payment.

A. Retirement After Eleven (11) Years Continuous Service

1. Any member of the bargaining unit having completed eleven (11) continuous years of

service to the District or its predecessors shall be able to receive payment for thirty (30) of their accumulated sick leave days as of the date of retirement or death.

2. Members of the bargaining unit employed as of June 20, 1997 at Wachusett Regional High School shall receive payment for each day at the rate of \$60 per day plus the rate paid to all members of the bargaining unit.
3. All members of the bargaining unit shall receive payment for each day at the rate of \$40 per day.
4. Any member of the bargaining unit who is voluntarily or involuntarily transferred to the high school or fills a vacant position at the high school after June 20, 1997 will not be eligible for the benefit paid to high school bargaining unit members detailed above, but will retain eligibility for the benefit paid to all members of the bargaining unit.
5. Members of the bargaining unit employed at the high school as of June 20, 1997 shall retain the benefit detailed above throughout their continuous service to the District as a member of the bargaining unit.

B. Retirement After Fifteen (15) Years Continuous Service

1. Any member of the bargaining unit having completed fifteen (15) continuous years of service to the District or its predecessors shall be able to receive payment for fifty (50) of their accumulated sick leave days as of the date of retirement or death.
2. Members of the bargaining unit employed as of June 20, 1997 at Wachusett Regional High School shall receive payment for each day at the rate of \$60 per day plus the rate paid to all members of the bargaining unit.
3. All members of the bargaining unit shall receive payment for each day at the rate of \$40 per day.
4. Any member of the bargaining unit who is voluntarily or involuntarily transferred to the high school or fills a vacant position at the high school after June 20, 1997 will not be eligible for the benefit paid to high school bargaining unit members detailed above, but will retain eligibility for the benefit paid to all members of the bargaining unit.
5. Members of the bargaining unit employed at the high school as of June 20, 1997 shall retain the benefit detailed above throughout their continuous service to the District as a member of the bargaining unit.

C. Retirement After Twenty-one (21) Years Continuous Service

1. Any member of the bargaining unit having completed twenty-one (21) continuous years of service to the District or its predecessors shall be able to receive payment for ninety (90) of their accumulated sick leave days as of the date of retirement or death.
2. Members of the bargaining unit employed as of June 20, 1997 at Wachusett Regional High School shall receive payment for each day at the rate of \$60 per day plus the rate paid to all members of the bargaining unit.

3. All members of the bargaining unit shall receive payment for each day at the rate of \$45 per day.

4. Any member of the bargaining unit who is voluntarily or involuntarily transferred to the high school or fills a vacant position at the high school after June 20, 1997 will not be eligible for the benefit paid to high school bargaining unit members detailed above, but will retain eligibility for the benefit paid to all members of the bargaining unit.
5. Members of the bargaining unit employed at the high school as of June 20, 1997 shall retain the benefit detailed above throughout their continuous service to the District as a member of the bargaining unit.
6. Members of the bargaining unit employed as of June 20, 1997 at Wachusett Regional High School shall remain eligible for the high school retirement benefit included in the collective bargaining agreement after having completed steps 11, 15, and 21 as they relate to years of teaching service. These same members shall be eligible for the additional district-wide benefit consistent with the service requirements contained in the collective bargaining agreement. For example, a member employed at Wachusett as of June 1, 1997 who taught twenty years in another school district, who is currently at step 22, and who retires in June, 2000, shall be eligible for the payment of the \$5,400 benefit contained in the collective bargaining agreement, but shall not be eligible for payment of the additional \$45 per day up to \$4,050. Said teacher is only eligible for the \$5,400 because he/she had not provided 21 years of continuous service to the Wachusett Regional School District.

D. Rutland Retirement Benefit

1. The District asserts that the intent of the Regional Agreement, paragraphs 18.1 and 18.2, was that the Town of Rutland would absorb the cost of any terminal benefit due the Town's former employees as of June 30, 1994 minus credit for any district-wide terminal benefit granted to all members of the Association through the collective bargaining process. The District believes that the Town retains an obligation to the effected employees.
2. The parties recognize that an action has been filed in the Worcester Superior Court, WSC Docket No. 97-1260B seeking a Declaratory Judgment on the applicability of the terminal benefit provision included in the former contract between the Rutland Teachers Association and the former Rutland School Committee and Paragraphs 18.1 and 18.2 of the Regional Agreement, adopted December 20, 1993, forming the Wachusett Regional School District.
3. The District agrees to abide by the disposition of the above referenced matter and pay its share of the above mentioned terminal benefit as determined by the Court.
4. The parties agree that the provisions of the Rutland Contract noted above were extended by reference in the Bridge Agreement that expired on August 31, 1997. Any active member of the bargaining unit covered by the terminal provisions of the Rutland Contract as of August 31, 1994 shall also be covered on August 31, 1997. The benefits accrued as of August 31, 1997 shall be the maximum terminal benefit for any member so covered. If the District's share of terminal benefit accrued as of August 31, 1997 exceeds any similar benefit offered through the District upon retirement, the member of the bargaining unit shall be eligible for the greater of the two benefits, but not both. If the terminal benefit as of August 31, 1997 exceeds the benefit to which all members of the bargaining unit are entitled that are similarly situated, as of the date of retirement, the Rutland teacher shall be eligible for the greater of the two benefits, but not both. If the value of the terminal benefit due as of

August 31, 1997, as communicated to those eligible by letter dated April 3, 1998 (as attached to this agreement), is diminished in value, i.e., through the use of sick time below the accrual as of August 31, 1997, the member of the bargaining unit may not reclaim such benefit and the new terminal benefit shall be determined at lowest level to which the sick time or other value factor falls. For example, if a member of the bargaining unit had 150 days accrued as of August 31, 1997 with a commensurate benefit value of \$20,632.50, or 150 days divided by 2 and multiplied by \$275.10, the daily base rate as of August 31, 1997, such accrual was reduced to 100 days through the use of said days, the maximum terminal benefit would be adjusted to \$13,755.00, or 100 days divided by 2 and multiplied by \$275.10, the daily base rate as of August 31, 1997. If the terminal benefit of August 31, 1997 falls below the benefit to which the employee would be entitled under the Collectively Bargained Agreement between the Wachusett Regional Education Association, Inc. and the Wachusett Regional School District, dated September 1, 1997 the member of the bargaining unit shall be eligible for the terminal benefits contained therein and not both benefits. For example, if the terminal benefit as of August 31, 1997 is \$20,632.50 and the member of the bargaining unit, if not covered by the Rutland terminal benefit, was eligible for the District benefit of \$4,050, the member at the unit is entitled only to the \$20,632.50 and not both.

5. This agreement shall be nonprecedent setting and neither admits nor recognizes any liability of the District in addition to that determined by the Court.

E. Reduction In Force Provision

Members of the bargaining unit reduced pursuant to the Reduction in Force provisions of this Agreement shall be paid the retirement benefit in full for which they meet the eligibility requirement upon termination of recall rights.

ARTICLE 27

Longevity and Salary

A. Salary Schedule

Bargaining unit members who were hired at the Start Lane (now Master's lane) and do not acquire a Master's Degree by the time they have attained Step 5 shall remain at Step 5 on Master's Lane until such time as the Master's Degree is completed. The bargaining unit member will then move on the Master's Lane to the step commensurate with their years of service with the District.

B. Longevity

Add longevity steps of \$850 at the beginning of the 16th and 22nd year and \$1,250 at the beginning of the 30th year of service for those teachers who were teaching within the District or in another district, employed prior to June 20, 1997. Those teachers employed after June 20, 1997: add longevity steps of \$850 at the beginning of the 16th and 22nd year and \$1,250 at the beginning of the 30th year of service to the District.

In addition to the above, all unit members employed on or before June 30, 2018 will receive an additional longevity payment of \$3200 beginning in the year following the completion of Step 14. All unit members employed on or after July 1, 2018 will receive an additional longevity payment of \$3,200 beginning in the year following fourteen (14) years of service to the District.

- C. The ABA classroom teacher will work a longer day and a longer school year.
The work year will be 213 days.
The work day will be seven hours and thirty five minutes.
The ABA classroom teacher will not work during regularly scheduled school vacations.
The teacher will work a four day, seven week extended year program with two additional preparation days.
The teacher will have two full weeks of recess during the summer, one week before the start of the extended year and one after the conclusion of the extended year.
The ABA teacher will receive a differential of 27.9%.

D. Retirement Compensation

A one-time longevity payment of \$1,000 will be paid to bargaining unit members at the time of retirement if the bargaining unit member submits his/her intent to retire by November 1st and agrees to remain employed by the District until the end of the school year in which he/she plans to retire.

1. An eligible unit member shall be defined as a person covered by this Agreement who has completed at least fifteen (15) years of service in the bargaining unit as of the August 31st immediately following the completion of the school year which he/she intends to be his/her last year of service in the Wachusett Regional School District.
2. In order to receive this amount the teacher must complete the entire school year, not return for the next school year and retire in accordance with the rules and regulations of the MTRS within a reasonable time period.
3. The lump sum amount of One Thousand Dollars (\$1,000), (less legally required tax withholding) shall be paid to the eligible member under this section. No individual shall be eligible, under any circumstances, to receive this payment more than once.

Procedure

1. An applicant shall declare his/her intention to participate in this plan by submitting his/her written intention to retire to the Office of the Superintendent of Schools by November 1st of the school year in which he/she intends to be his/her last year of service in the Wachusett Regional Schools.
2. The letter of intent to retire is irrevocable after February 1 unless there are extenuating circumstances. In such cases, the Superintendent of Schools shall have the discretion to waive this restriction. The superintendent may also waive this restriction if in her/his sole determination, it would be in the best interest of the District.
3. The retirement incentive shall be paid by the last payroll of the school year, which is the applicant's last year of service in the Wachusett Regional Schools. However, teachers who

retire in accordance with this provision shall have the option of receiving the retirement incentive on the first payroll in January following their retirement.

E. Lane Changes/Course Approval

All salary schedule placement changes to a higher level of preparation shall be as of September and February of each year.

1. A change documented by October 30th will be effective September 1st.
2. A change documented by February 28th will result in a contract year payment of 50% of the former annual salary and 50% of the increased annual salary.
3. That requests for lane change advancement which include courses that have been taken entirely electronically (i.e., via email and/or the Internet) will include documentation that such course(s) were approved by the superintendent or their designee. Failure to include such documentation may result in such course(s) being disallowed by the district. Members of the association will have the right to meet with the superintendent within ten (10) days of written notification that a course has been disallowed to appeal this decision. It is further agreed that the salary placement of new hires will adhere to this protocol. The parties agree that the superintendent maintains the right to make the final decision and this decision is not grievable.
4. In order to advance to a column beyond the Master's, all applicable credits must be earned after the completion of the Master's Degree.
5. A Certificate of Advanced Graduate Study (CAGS) will only be recognized if the program requires at least thirty (30) graduate credits.
6. Because of the variety of coursework available online, any courses that are submitted for pre-approval will require a comparable amount of coursework/assignments and instructional time when compared to face to face courses. If the Superintendent denies the request, the member will have the opportunity to demonstrate to the Superintendent that coursework does meet conventional requirements by showing syllabi, time spent on the course, assignments completed and other relevant factors.
7. Members who participate in the SEI Endorsement Course as required by the RETELL (Rethinking Equity and Teaching for English Language Learners) will be compensated for participation in the SEI Endorsement Course with three (3) graduate credits (to be used for lane advancement) upon successful completion of the course or successful completion of the online assessment (MTEL). This compensation will be pro-rated for those taking the "bridge" courses. Members at M/30 or beyond will receive an additional personal day to be used by the end of the following school year.

2017-2018

1.00%

COLA

	BA	BA+15	MA	MA+15	MA+30	2MA/ CAGS	Ph.D.
1	\$46,239	\$48,341	\$51,338	\$53,270	\$55,258	\$57,024	\$58,790
2	\$47,963	\$50,086	\$53,264	\$55,268	\$57,331	\$59,164	\$60,995
3	\$49,751	\$51,895	\$55,261	\$57,342	\$59,480	\$61,381	\$63,283
4	\$51,605	\$53,769	\$57,334	\$59,491	\$61,810	\$63,684	\$65,656
5	\$53,529	\$55,711	\$59,483	\$61,722	\$64,024	\$66,071	\$68,118
6	\$55,524	\$57,723	\$61,714	\$64,036	\$66,427	\$68,549	\$70,673
7	\$57,594	\$59,807	\$64,028	\$66,438	\$68,916	\$71,120	\$73,322
8	\$59,740	\$61,967	\$66,431	\$68,929	\$71,501	\$73,787	\$76,072
9	\$61,968	\$64,205	\$68,921	\$71,481	\$74,182	\$76,555	\$78,925
10	\$64,278	\$66,523	\$71,505	\$74,196	\$76,963	\$79,424	\$81,885
11	\$66,674	\$68,925	\$74,187	\$76,978	\$79,851	\$82,404	\$84,956
12	\$69,160	\$71,414	\$76,969	\$79,865	\$82,845	\$85,490	\$88,142
13	\$71,737	\$73,993	\$79,856	\$82,861	\$85,951	\$88,698	\$91,446
14	\$74,412	\$76,665	\$82,849	\$85,967	\$89,175	\$92,026	\$94,875

ARTICLE 28

General Provisions

A. Mileage Reimbursement

Each member of the bargaining unit shall be reimbursed for prior-approved, official district related travel consistent with applicable School Committee policy.

B. Course Reimbursement

Bargaining unit members will be fully reimbursed for any course or conference approved in advance by the Superintendent. Any member of the bargaining unit who wishes to have a course or conference reimbursed shall make a written request to the Superintendent prior to matriculating into the course or conference. If approval is not granted by the Superintendent prior to the first day the course or conference meets, the District shall not reimburse the member of the bargaining unit for any costs associated with said course or conference. The approval of reimbursement is the sole and exclusive discretion of the District.

C. Establishment of Committee

The WREA agrees to establish a committee whose charge shall be to work cooperatively with the Wachusett Regional School Committee on issues of common interest. Such issues shall include, but not be limited to, passing overrides, increasing State education funding, improving the District's image and supporting budget presentations at town meetings. Nothing herein shall be construed to limit an individual unit member's political rights.

ARTICLE 29

Part-Time Employees

A. Part-time employees covered by the terms of this Agreement shall have their salaries pro-rated in accordance with the proportion of their service in relation to a full-time schedule.

B. Part-time employees shall be entitled to all other applicable benefits of the Agreement except as set forth below:

1. Sick Leave - A part-time Employee shall be entitled to an allotment of days pro-rated based on either the proportion of a day or a proportion of the week usually worked.
2. Personal Leave - A part-time Employee shall be entitled to at least one (1) personal leave day, and if employed sixty (60%) percent or more of a full-time schedule to two (2) personal leave days.
3. Employees who work a part-time schedule are expected to participate in all evening

- conferences. Any part time Employee who is unable to attend due to other work commitments must notify the principal and make other arrangements to meet parents.
4. Part-time Employees who do not work on days of scheduled staff meetings are expected to obtain the information covered.
 5. Part-time Employees who are not scheduled to work on professional development days are encouraged to attend and will receive a per diem rate.
 6. Part-time Employees are required to complete a full orientation program appropriate to their position. They will receive a per diem rate for time they were not scheduled to work.

Level One:

Principal's Response:

Date: __

Level Two:

Due Date: _____

Superintendent's Response:

Date: __

Level Three:

Due Date: __

Arbitrator's Award:

Date: __

APPENDIX II

Extra-Curricular and Coaching Stipends

1. When bargaining unit members assume coaching and athletic positions, leadership, and academic stipend positions and student and activity (club) positions attached to this agreement they shall be compensated in accordance with the agreed percentage of Master's/Step 1 of the collective bargaining agreement.
2. It is expressly understood that nothing herein shall modify the rights of the District to make annual hiring decisions, determine the hours and duties to be performed and determine the amount of any stipend and method of payment. Nothing herein shall require the District to fill open or annual positions with bargaining unit members.
3. The parties agree and understand that with the exception of the list of positions with salaries, no other provisions of the collective bargaining agreement pertain to these positions. In addition, the District reserves the right to abolish and/or decide not fill any of the positions contained herein.
4. Upon request, the District shall furnish the Association President with a list of all positions subject to this agreement and such positions shall become a part of the collective bargaining agreement for that year.

Extra-Curricular Stipends (Non-Athletic)

HIGH SCHOOL	% Masters Step 1
WRHS	
Math Department Head	25.00%
Science Department Head	25.00%
Guidance Department Head	25.00%
Social Studies Department Head	25.00%
Foreign Language Department Head	25.00%
Art Department Head	8.00%
Music Department Head	8.00%
Physical Education Department Head	8.00%
Wachusett Partnership Program Dept. Head	8.00%
Audio Visual Director	20.00%
Band Director	10.00%
Choral Director	8.00%
Orchestra Director	8.00%
Model UN Advisor	2.50%
Echo Advisor	6.00%
Echo Graphics Advisor	3.50%
Rhubarb Pie Advisor (2)	1.00%
Science Fair Advisor	1.50%
Science Seminar	6.00%
Student Council Advisor	5.00%
Yearbook Advisor	9.00%
Yearbook Financial Advisor	3.00%
Faculty Manager	9.00%
Energy Educator	
National Honor Society Advisor	1.00%
Senior Class Advisor (5)	1.25%
Junior Class Advisor (5)	1.25%
Sophomore Class Advisor (5)	0.62%
Freshman Class Advisor (5)	0.62%
Messiah Director - biannual	
Messiah Accompanist - biannual	

Grant Funded Positions	
Smaller Learning Communities	
Leadership Team (15)	\$1,000

WRHS Revolving	
SAT Prep	Varies
Summer School	Varies

Theatre Stipends	
Stage Manager	1.50%
Costumer	0.80%
Choreographer	2.50%
Music Director	4.00%
Assistant Musical Director	1.50%
Technical Director	\$1,000
Program Coordinator	0.80%
Director	4.00%
Assistant Director-- Musical	0.75%
Production Director	3.50%
Box Office Manager	0.80%
Program Coordinator	1.00%
Producer -- Musical	3.00%
Winter Festival/Competition Director	3.50%
Summer Camp Director	0.00%
Summer Camp Dance Instructor	0.00%
Summer Camp Music Instructor	0.00%
Summer Camp Art Instructor	0.00%

Cafeteria Monitor	
Per Shift (Shift is 2 lunch periods)	2.75%

Drivers Education	
Drivers Ed. Coordinator	\$1,500
Classroom Instructor	\$650/class
Drivers Ed. Instructors (5)	\$22/Hour

MIDDLE SCHOOL	
Mountview	
Yearbook Advisor	2.00%
Student Council Advisor	1.50%
Central District Music Director	0.80%
Central Tree	
Yearbook Advisor	1.50%
Student Council Advisor	2.00%
Thomas Prince	
Yearbook Advisor	1.50%
Chocksett	
Student Council Advisor	2.00%
Yearbook Advisor	1.50%
Paxton	
Student Council Advisor	2.00%
Yearbook Advisor	1.50%

Guide for Coaching Salaries					
% Masters Step 1					
Ranges	Minimum		Mid-point		Maximum
Level 1	14.0%	15.0%	16.0%	17.0%	18.0%
includes Head Football Coach					
Level 2	9.0%	9.5%	10.0%	10.5%	11.5%
includes Varsity (Soccer, Baseball, Softball, Ice Hockey, Basketball, Field Hockey, Volleyball, Wrestling, Outdoor Track-Spring, Indoor Track-Winter, Lacrosse, Strength-Winter, Strength-Spring and Swimming)					
Level 3	7.0%	7.5%	8.5%	9.0%	10.0%
includes Varsity (Cross Country-Fall, Gymnastics and Alpine Skiing)					
includes Assistant (Football and Ice Hockey)					
includes JV Basketball					
Level 4	5.5%	6.0%	6.5%	7.0%	7.5%
includes Varsity (Tennis, Golf and Cheerleading)					
includes Assistant Swimming					
includes JV/Assistant (Soccer, Field Hockey, Volleyball, Ice Hockey, Indoor Track, Wrestling, Baseball, Softball, Gymnastics and Lacrosse)					
Level 5	4.0%	4.5%	5.0%	5.5%	6.0%
includes ALL Freshman Sports and JV Cheerleading					
Athletic Trainer		0.035%	per hour	580 hours	
Middle Schools	1.50%	1.75%	2.00%	2.50%	3.00%
**JV and Assistant or JV/Ass't are the same job - paid at Level 4 unless noted					

Coaching Positions

WRHS Fall Football
Head Coach
Assistant Coach*
Assistant Coach*
Assistant Coach*
Assistant Coach*
Assistant Coach*

*Assistant Coaches are also utilized as JV coaches and freshman coaches

Football Cheerleading

Head Coach
Assistant Coach

Boys Soccer
Head Coach
Freshman Coach
Assistant/JV Coach

Girls Soccer
Head Coach
Freshman Coach
Assistant/JV Coach

Girls Volleyball
Head Coach
Assistant/JV Coach

Field Hockey
Head Coach
Assistant/JV Coach

WRHS Winter Boys Basketball
Head Coach
Assistant/JV Coach
Coach Freshman

Girls Basketball
Head Coach
Assistant/JV Coach

Freshman

Basketball Cheerleading
Head Coach
JV Coach

Girls Gymnastics
Head Coach

Ice Hockey
Head Coach
Assistant Coach
JV Coach

Hockey Cheerleading
Head Coach

Indoor Track
Boys/Girls Head Coach
Assistant

Coach
Assistant Coach
Assistant Coach

Boys Golf
Head Coach

Assistant/JV Coach

Track
Boys Cross Country
Girls Cross Country

Strength
Head Coach

**WRHS Spring
Baseball**
Head Coach
Assistant/JV Coach

Softball
Head Coach
JV Coach

Girls Golf
Head Coach

Tennis
Head Girls
Head Boys

Outdoor Track
Head Coach Boys
Assistant Coach Boys

Head Coach Girls
Assistant Coach Girls

Boys Volleyball
Head Coach

Wrestling
Head Coach
Assistant/JV
Coach

Swimming
Head Coach
Assistant
Coach

Strength
Head Coach

WRHS Spring
Boys Lacrosse
Head Coach
Assistant/JV
Coach

Girls Lacrosse
Head Coach
Assistant/JV
Coach

Strength
Head Coach

	Fall		Winter
Mountview	Track Boys Girls	Mountview	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
	Soccer Boys Girls		Cheerleading
	Field Hockey	Chocksett	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
Chocksett	Track Boys Girls		Cheerleading
	Field Hockey	Central Tree	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
Central Tree	Track Boys Girls		Cheerleading
	Field Hockey	Paxton Center	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
Paxton Center	Track Boys Girls		Cheerleading
Thomas Prince	Track Boys Girls	Paxton Center	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
			Cheerleading

Thomas Prince

Basketball
Boys
Girls
Intramurals-Boys
Intramurals-Girls

Cheerleading
Spring

Spring

Central Tree

Mountview

Flag Football

**Flag
Football**

Baseball

Baseball

Softball

Softball

Paxton Center

Chocksett

Flag Football

Flag Football

Baseball

Baseball

Softball

Softball

Lacrosse

Thomas Prince

Flag Football

Baseball