AGREEMENT BETWEEN

WESTBOROUGH TUTORS ASSOCIATION

AND

WESTBOROUGH SCHOOL COMMITTEE

EFFECTIVE

July 1, 2017 – June 30, 2020

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts THIS CONTRACT IS MADE THIS 1st day of July 2014, by the SCHOOL COMMITTEE OF THE TOWN OF WESTBOROUGH (hereinafter sometimes referred to as the Committee) and the WESTBOROUGH TUTORS' ASSOCIATION (hereinafter sometimes referred to as the Association).

I. RECOGNITION

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

All regular day school tutors employed by the Westborough School Committee who hold certificates or waivers under Chapter 71 of the Massachusetts General Laws

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

Excluded from the unit: the Superintendent and Assistant Superintendent, Director of Pupil Personnel Services, Principals, Supervising Assistant Principals, Fine Arts Coordinator, Computer Coordinator, Director of Athletics, teachers, substitutes and all other employees of the municipal employer.

B. Unless otherwise indicated, the employees of the above unit will be hereinafter referred to as the "TUTORS," and reference to tutors will include all tutors, both male and female.

II. RIGHTS OF COMMITTEE

A. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement will be deemed to derogate from the powers and responsibilities of the Committee, the Superintendent or the building principal under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. Except as otherwise provided in this Agreement, the Committee and/or the Superintendent retain the powers, rights and duties that they have by law. These powers, rights and duties include, but are not limited to, hiring, promoting, transferring, assigning and retaining employees; disciplining employees in accordance with statutory authority; establishing work schedules; controlling and supervising the schools, staff, students and properties of the Westborough Public Schools; and establishing policies, rules and regulations.

B. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while at the same time they must be construed in accordance with

the terms of the Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or the principal(s) must now do so. It is the parties' intention that the obligations of this agreement continue to be fulfilled even though the statutory powers to act may have been delegated to and must be exercised by persons and entities other than those named expressly herein.

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

III. GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. INFORMAL PROCEDURE

Nothing herein contained will be construed as limiting the right of any tutor having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement. Said tutor may require the Association to be present at such adjustment and to state its views.

D. MISCELLANEOUS

1. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

2. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

4. A grievance that affects a group or class of tutors may be submitted in writing by the Association (who shall be considered the aggrieved party) to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such Grievance must be filed within twenty (20) school days from the date upon which the grievance is based.

5. If any employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

6. Rights of Tutors to Representation - In the processing of a grievance at the level of the employee's principal or at any higher level, an aggrieved employee shall, if he/she so elects, be represented by or accompanied by an officer or member of the Association, or by an attorney, or any other person, and he/she shall call in witnesses to testify on the matter of his/her grievance. When a grievant does not elect to be represented by officers or members of the Association, the latter shall have the right, when and if the issue reaches the level of the Superintendent of Schools and thereafter, to appear at the hearing of the grievance in the presence of no more than three of its officers or members, and state or argue its views.

7. When a grievance arises, the grievance must be filed within twenty (20) school days from the day upon which the grievant knew or should have known of the event upon which the grievance is based. Any person may request and receive a receipt for the delivery of any communication.

E. FORMAL PROCEDURES

1. Introduction

a. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits, however, may be extended through a written memorandum of understanding signed by both parties to this agreement.

b. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

2. Level One

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

3. Level Two

a. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the Principal, the grievance shall be reduced to writing (including references to the Principal's written answer to the grievance and reasons for disagreement with the Principal's resolution of the grievance, which need not be elaborated but should be directly responsive to the issues at dispute) and referred to the Superintendent of Schools within five (5) school days of the disposition under Level One. If the subject matter of the grievance involves any action of the Superintendent or the building principal(s) pursuant to Chapter 71, Sections 38, 40, 41, 42, 42D, 43, 47A and 59B, and if the grievance has not been disposed of to the satisfaction of the aggrieved party, the aggrieved party within ten days of the decision through the Association, may initiate arbitration by giving written notice of its intention to the Superintendent.

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

4. Level Three

In the event that the grievance will not have been disposed of to the satisfaction of the aggrieved party at Level Two, and if the matter being grieved is subject to the authority of the Committee, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing to the School Committee within five (5) school days of the disposition at Level Two. The appeal of the grievance shall contain references to the written answer by the Superintendent of Schools with reasons why the Superintendent's resolution of the grievance was not accepted, which need not be elaborated but should be directly responsive to the issues in dispute. At its next regular School Committee meeting, or at a special meeting called for the purpose

of considering the grievance, the School Committee shall meet with the aggrieved party and the Association in an effort to settle the grievance.

5. Level Four - Arbitration

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

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

c. Arbitrator's Decision

(1) When the dispute is submitted to the Arbitrator, as a result of the appeal of the grievance, the only items which the Arbitrator may consider are those mentioned in the grievance, unless the parties have by stipulation extended the scope of the arbitrator's authority to consider additional items not mentioned in the grievance.

(2) The arbitrator selected shall confer promptly with the representatives of the Committee and the Association, shall review the records of the case, and shall hold such further hearings with the aggrieved party and other parties of interest as he/she shall deem required.

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

IV. COMPENSATION

A. The following salary table will apply from July 1, 2017 through June 30, 2020.

	2018	2019	2020
1	$26.39		
2	$27.05	$27.05	$27.05
3	$27.73	$27.73	$27.73
4	$28.42	$28.42	$28.42
5	$29.13	$29.13	$29.13
6	$29.86	$29.86	$29.86
7	$30.60	$30.60	$30.60
8	$31.37	$31.37	$31.37
9	$32.15	$32.15	$32.15
10		$32.96	$32.96
11			$33.78

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

C. Once the contract becomes effective tutors shall receive longevity (i.e., continuous service in the Westborough Public Schools) pay as follows: $650 per year after 10 years of service, $1300 per year after 15 years of service, and $1950 per year after 20 years of service. Payments will be made in the second pay period in December; the tutor must be on the payroll in December to receive the payment.

D. Attendance at required events beyond the 7 hour work day will be compensated at a pro-rated hourly rate based upon each tutor's salary.

E. Tutors shall have two (2) options (option 1 or 2 below) regarding payroll payments. Tutors who desire to change their payment option must notify the Superintendent by August 1. If no option is selected, payment shall be made under option 2.

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

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

F. PART-TIME TUTORS

1. Tutors who teach less than a full-time teaching schedule will receive all contractual benefits on a pro-rated basis based on the percentage of full-time teaching for which they are regularly scheduled except as provided for below.

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

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

G. TRAVEL

Employees who are responsible for working with students at more than one **site** and are required to use his/her own vehicle for such travel will be reimbursed at the Town's current mileage reimbursement rate upon presentation of an accounting of the actual miles traveled between sites.

H. CAFETERIA PLAN

Flexible spending accounts and their administration shall be by the Town of Westborough and governed by the rules and regulations as established by it for its Employee Flexible spending programs. Such plans shall be in accordance with the federal tax code and related regulations for healthcare, childcare, and other expenses authorized by law.

I. MENTORING

All tutors who provide mentoring and/or training per the request and authorization of administration will receive a stipend of $300 per year for every tutor he/she is assigned to mentor.

J. PROFESSIONAL DEVELOPMENT POINTS (PDP'S)

Reasonable PDP opportunities shall be made available to all Tutors. The committee may grant members of the bargaining unit permission to attend educational seminars, conferences, workshops, and/or meetings designed to increase the member's professional competence. Attendance at such conferences will be at the discretion of the school committee or its agent, the superintendent of schools. Conference expenses and necessary travel expenses will be paid by the committee. The day(s) of attendance at approved conferences will be at full pay for regular work days. Notices of conferences, workshops or meetings which tutors might wish to attend will be posted as they are sent to schools. Permission to attend said conferences remains up to the discretion of administrators.

All bargaining unit members will receive a wage adjustment $0.20 per hour for every 20 PDPs. The maximum wage adjustment is $3.20 per hour. All PDPs accumulated by Westborough Tutors since their hire date as Westborough Tutors shall qualify for the PDP wage adjustment. Only those Tutors employed by the District as of September 26, 2014 who earned PDPs during their employment in a job category other than Tutor shall be able to use the PDPs earned in a different job category for a PDP wage adjustment.

V. LEAVE

A. DEFINITION

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

B. SICK LEAVE

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

C. SICK LEAVE BANK

1. The School Committee agrees to establish a sick leave bank for the use of tutors who have exhausted their accumulated and annual sick leave days and require additional leave because of serious extended illness. The School Committee will help start the sick bank by putting 100 days into the sick bank on July 1st 2011.

2. Only tutors who have completed three (3) full years of service and have worked a minimum of 10 hours per week shall be eligible to receive the benefits of this bank.

3. At the beginning of the school year, each tutor shall contribute the number of hours in his/her work day to the bank.

4. The total accumulated sick leave in the sick leave bank shall not exceed the equivalent of 200 7 hour days at any one time.

5. Employees who have accumulated sick leave shall be assessed one day's worth of hours each, above and beyond any hours given under Section C 3 in the event that the number of hours in the sick leave bank falls below 20 7-hour days during the school year.

6. These days set aside in the above bank will be used to provide employees in the bank extended sick leave at full pay upon exhaustion of their own individual sick leave in accordance with the terms provided herein.

7. Employees may receive benefits of the sick leave bank subject to the following rules:

a. The need to draw from the sick leave bank is based upon a serious and extended illness or injury.

b. Applications for benefits shall be in writing to the superintendent of schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness. The doctor's certificate must also indicate the date by which the doctor anticipates the employee will be able to return to work. A copy of all applications to the sick leave bank, with employee name deleted for privacy, is to be sent to the tutor unit president for accountability and tracking purposes of the bank.

c. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the bank will not actually commence until the employee's own sick leave benefits are exhausted, the employee has been absent without sick leave for 30 work hours, and adequate medical certification has been provided. If approved, the sick leave bank benefits will be retroactive to the first day of this absence after the employee's own sick leave is exhausted.

d. Hours drawn from the bank shall be actual work hours excluding weekends and holidays.

e. Maximum sick leave bank usage shall not exceed 75 days.

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

8. A five (5) member committee composed of two (2) representatives of the Association and three (3) school committee members or their designee shall administer the sick leave bank. The sick leave bank committee's decision is final and binding and not subject to the arbitration provision of this agreement. A member whose request has been denied by the sick leave bank committee may resubmit the request with additional information within 10 days of the initial decision.

9. Upon return from extended sick leave for which benefits were received through the sick leave bank, the employee shall be entitled to and shall accumulate individual sick leave on the same basis as all other employees per the sick leave provisions for tutors.

10. Employees may not utilize the sick leave bank for illness in their immediate family. In the case of absence due to an industrial accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from Workers' Compensation. Such difference shall be deducted from sick leave. If the question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. The employee shall reimburse the town for the amount received from Workers' Compensation benefits for said period. Upon such payment to the town, sick leave credits equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.

D. FUNERAL LEAVE

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

1. Death of a spouse, child, parent, brother or sister, relative living in the tutor's household, grandparent, grandchild, parent-in-law, or individual who serves in the capacity of parent, spouse or child: Five (5) days without loss of pay.

2. Death of a brother-in-law, sister-in-law, aunt, uncle or cousin: One (1) day without loss of pay. Additional funeral leave may be granted at the discretion of the Superintendent. An employee may elect to take one (1) additional day in a non-pay status or chargeable to available personal day leave at the employee's discretion.

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

E. PERSONAL DAY LEAVE

1. Tutors who are absent for essential personal business will be entitled to a maximum of three (3) days' leave per year. These three (3) days per year will not be accumulated from year to year.

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

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

4. Personal day leave may not be taken to extend a vacation on days immediately preceding or following regular school vacations, Thanksgiving break or summer break.

5. Unused personal days will be transferred to sick days, not to exceed existing limits on accumulation.

F. RELIGIOUS HOLY DAYS

Leave for the observance of religious holy days up to a maximum of two (2) days per school year will be allowed upon application, said leave not to be deducted from personal days leave or sick leave pay.

G. MATERNITY LEAVE

1. Pursuant to the Massachusetts General Laws Chapter 149, Section 105D, every female employee who has completed the initial probationary period of three (3) consecutive months is entitled to up to eight (8) weeks' leave for the purpose of giving birth, or for adopting a child, provided she gives at least two (2) weeks' notice of her expected departure and return dates. Such tutor is encouraged to provide the administration with as much prior notice as possible of her expected departure and return dates. Tutors who have completed one year of service may request a twelve (12) week Maternity Leave consistent with the Family and Medical Leave Act.

2. An employee intending to take a maternity leave of absence and who wishes to be eligible for a child rearing leave will notify the Superintendent of her approximate date of leave commencement and whether or not she anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Tutors are urged to give earlier notification, thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.

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

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

5. The tutor, upon completion of maternity leave, will be restored to the position she held when her leave commenced or to a substantially equivalent position, or will be granted a child rearing leave of absence in accordance with section G.

H. CHILDREARING LEAVE OF ABSENCE

A tutor will be granted a childrearing leave of absence without pay upon application. A tutor may return to his/her teaching duties at the start of the following school year in September or the subsequent September if he/she notifies the Superintendent in writing on or before February 1 of the school year in which the childrearing leave commenced. The Superintendent will send the tutor a remi*f*nder letter by January 1. Such leaves cannot be consecutive except as required by law.

If both parents work in the Westborough Public Schools, only one at a time may take leave under the terms of this Article. A domestic partner or spouse will be entitled to use up to 12 consecutive days of accrued sick time for a childrearing leave of absence for the birth or adoption or their own child. The sick leave bank may not be accessed for this leave.

I. FAMILY AND MEDICAL LEAVE ACT

A tutor who has been employed for one complete year and who has satisfied all of the eligibility conditions under the Family Medical Leave Act shall be entitled to a leave of absence without pay for up to 12 consecutive weeks for birth, adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Family and Medical Leave Act.

J. OTHER LEAVES

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

2. Leaves of absence without pay for a period of up to two (2) years may be granted to pursue other interests or to pursue alternative careers. All requests for such leaves must be submitted in writing to the Superintendent thirty (30) school days in advance of taking said leave. Leaves must commence at the beginning of the school year or at the January semester. Notification of intent to return must be in writing to the Superintendent by the previous February 1st for leaves that commenced before the start of the school year, and May 15th for leaves that commenced during the school year. The Superintendent will send the employee on such leave a reminder by January 1st or April 15th, respectively.

VI. HOURS AND OTHER CONDITIONS OF EMPLOYMENT

A. TUTOR WORK YEAR

1. The work year for tutors is 184 days.

2. The work day for full-time tutors shall be seven (7) hours and included in those seven (7) hours will be a duty free lunch of at least 22 minutes. Also, the tutors will receive one (1) daily preparation period. The work day for part-time tutors shall be determined by the Superintendent.

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

4. If a substitute is unavailable or in an emergency, tutors shall be required to substitute for a teacher during any part of or for a full work day. If a tutor is required to cover an instructional period of 43 minutes they will receive an additional $15 for that instructional period. If a tutor is required to cover a 1 hour block, they will receive $15 for the block. If a tutor covers a class for a half day (3 hours) they will receive an additional $30 per day. If a tutor covers a class for a whole day he/she will receive an additional $50 per day. Refer to Appendix D, Class Coverage Payroll Request.

5. The building principal may assign tutors hall duties.

B. VACANCIES

Bargaining unit members shall be given the opportunity to apply for promotional opportunities within the bargaining unit and Unit A. All said vacancies which the Committee intends to fill shall be posted for a period of five (5) school days and at all times such notice shall be sent to the Association President and the President of the Tutor Association. The Administration shall evaluate applications from all qualified bargaining unit members. Any tutor certified in the area of a vacancy who applies in writing shall be given consideration and interviewed by the appropriate supervisor or administrator designated by the Superintendent of Schools. Consistent with state and federal laws and in accordance with the policies of the Massachusetts Commission Against Discrimination, the parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation (as defined by law), age (as defined by law), race, color, religion, handicap, national origin, genetic information or other legally protected class.

C. SCHOOL ASSIGNMENT

When possible, prior to June 1, tutors will be notified of their tentative program for the following year, including the school assignment and grade level(s).

D. INVOLUNTARY TRANSFERS

When the Superintendent determines that an involuntary transfer is necessary, and that it is in the best interest of the students, the Superintendent will meet with the tutor and the WEA/MTA representative to explain the reason(s) at least 10 school days prior to said transfer unless an emergency situation arises during the school year in which case notice will be provided as soon as reasonably possible, or before June 1st if the transfer is effective for the following school year.

VII: TUITION REIMBURSEMENT

A. The Administration agrees to allow tutors to participate in appropriate in-service courses or workshops as determined by the Superintendent. In addition, consistent with the increased training mandated for tutors, the Committee agrees to provide up to three (3) in-service education opportunities for members during each contract year.

B. A tutor will be awarded $300 for each 3 credit college or in-service course after the effective date of this contract with prior approval of the Superintendent or his designee. Payment will be made upon proof of satisfactory completion.

C. All members will be entitled to be reimbursed an amount not to exceed $1000 per person per year for an approved course. If the total amount requested exceeds $5,000 reimbursement shall be pro-rated on the basis of credits so the cap is not exceeded. If the total requested does not exceed $5,000, the balance shall be prorated among those who have applied for reimbursement for a second course to a maximum of $1000 per person per year.

VIII. REDUCTION IN FORCE

In the event it becomes necessary for the superintendent to reduce the number of employees in the bargaining unit because of financial limitation, decrease in pupil enrollment, or changes in the curriculum or reorganization, the procedures set forth in this Article will govern the layoff and recall of employee, within their designated discipline, who are affected by any such reduction. For the purpose of this article the discipline is defined as either Math Plus, General or ELL.

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

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

3. Exceptions to seniority may be made:

a. When it can be demonstrated through timely written documentation that the performance of a senior tutor is less than satisfactory. Such senior tutor must have received at least one previous, unsatisfactory, written report of performance.

b. A junior tutor holding a relevant teaching degree must be retained to preserve an existing program or service to students for which a senior tutor who has completed three years of service cannot readily acquire and demonstrate the skills required for the position.

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

5. Seniority shall mean length of continuous service in years and number of days in a paid position covered by the collective bargaining unit. Members who work 20 hours or more for greater than 50% of the school year will be given full seniority credit for the period worked. Members who work less than 20 hours for greater than 50% of the school year will be given half seniority credit for the period worked. This includes any time spent on a paid leave of absence. (Names will be drawn from a hat in determining layoff when seniority is identical.)

6. The superintendent shall forward within 30 calendar days of execution of this contract and annually to the Association President a seniority list containing the names of all bargaining unit members. Such list shall include the seniority date of each member of the unit. If no challenge to the list is made by the Association within thirty (30) calendar days of receipt of the list, the list will stand as written.
7. Employees covered herein will receive thirty (30) calendar days' notice prior to layoff. Where possible, notification of a layoff for the subsequent school year will be provided by May 15.

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

9. Recall rights:

a. Tutors with less than one (1) year of continuous service will not be entitled to recall rights. Any break in service of more than ninety (90) days, excluding those periods when school is not in session, will not be considered continuous service. An approved leave of absence granted by the School Committee does not constitute a break in service, but does not count towards seniority.

b. A tutor who is laid off hereunder and is eligible for recall will be placed on a recall list for twenty-four (24) calendar months. The recall will be to the position from which the employee was laid off or to an equivalent position.

c. Recall shall pertain to both employees laid off and involuntarily transferred into a given position.

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

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

IX. TUTOR EVALUATION

Tutors will be evaluated annually by their principal or program coordinator. They shall be evaluated exclusively according to their job descriptions and the evaluation instruments and nothing else (See Appendices A, B, C, and D). Tutors in their first three years of employment will be evaluated in or around November, February and late May. Tutors in their second and third year will be evaluated mid-year and in May. All other tutors will be evaluated in May.

X: EMPLOYMENT SECURITY

A. Tutors employed for less than three years may be non-renewed by the principal or superintendent. Such nonrenewal is not subject to the grievance and arbitration process outlined in Article III.

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

XI. SMOKE-FREE SCHOOLS

Effective September 1, 1994, the Westborough Schools are smoke-free.

XII. AGENCY SERVICE FEE

A. Commencing on September 1, 2011, all employees who are members of the bargaining unit shall be required as a condition of their employment to pay an agency service fee unless they become members of the Association within thirty (30) days. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration and other permissible charges except that in no case shall the fee be greater than the annual combined dues of the Westborough Tutors' Association, the Massachusetts Teachers' Association and the National Education Association.

B. The collection of the fee shall be solely the responsibility of the Association, and the School Committee shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.

C. Any Unit member who chooses not to join the Association or pay the Agency Service Fee will contribute to the Westborough Tutors Association Scholarship fund an amount equal to 90% of the NEA, MTA and WEA dues for that school year. If payment is not received by January 31st the individual loses the right to exercise that option and must pay full dues or the Agency Service Fee.

D. The sole remedy available to the Association to enforce payment of the fee shall be to proceed to court for collection of the fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee. The Association will not institute or process any agency service fee collection procedure against tutors who work less than half time.

E. The Association shall save harmless and indemnify the Committee from any damages and legal fees arising out of compliance with this provision, provided that the Committee will agree to an attorney selected by the Association to represent the Committee against any and all claims made and against any lawsuit initiated against the Committee on account of this provision. Failure of the Committee or its agents to cooperate with the Association or its attorney shall relieve the Association of any obligation under this section.

XIII. DURATION

A. This contract shall remain in force until 30 June 2017 and the signature of the current President of the Association and the current Chairman of the Committee will appear on said contract, with the date that the contract is signed. It may be amended by the agreement of the same parties who have been identified in the RECOGNITION CLAUSE of this contract. It will

be renewed automatically for a period of one year from the expiration date each year unless one of the parties will have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.

B. This contract is a complete contract between the parties covering all subjects of bargaining for the term hereof. The Committee shall not be under any obligation to negotiate with the Association any modifications or additions to this contract which are to become effective during the term hereof.

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

XIV. SAVINGS CLAUSE

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

Agreed to this 17th day of July, 2017

WESTBOROUGH TUTORS' ASSOCIATION

William Parsons

WESTBOROUGH SCHOOL COMMITTEE

Nicole Sullivan, Chair

APPENDIX A

EVALUATION INSTRUMENT

Name: **School:**

Assignment:

	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Promote Learning/Growth:				
1. Informed Planning/Instruction/Assessment				
2. Knowledgeable of Subject Matter Content/Curriculum				
3. Uses Technology Tools to Enhance Instruction				
Focus on Student Needs:				
4. Engages students/Sensitive to Student Needs				
5. Practices Confidentiality				
6. Controls Student Behavior /Manages Classroom				
Partnering with Family:				
7. Engages in Family Connections				
Professionalism:				
8. Reliable				
9. Cooperative/Collaborative				
10. Demonstrates Initiative				

Additional Comments: *(If there is a check under **Needs to Improve or Unsatisfactory**, a comment is required from the evaluator.)*

Suggestions for Continued Progress:

_____ _____

Principal's / Coordinator's Signature *Date*

_____ _____

Tutor's Signature *Date*

Signature signifies that the staff member has read this evaluation. It does not indicate approval or disapproval. Additional comments may be attached.

APPENDIX B

TITLE: ESL TUTOR K-12

POSITION OVERVIEW:
The ESL tutor's primary responsibility is to design and implement English language development instruction for English Language Learners. This instruction may be in small groups within the regular education classroom ("push-in") or small group instruction outside of the regular education classroom ("pull-out").

ESSENTIAL FUNCTIONS:
The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.

- Identify and assess ELLs via Home language Surveys, observations, and Intake assessments such as the WIDA model or WAPT; advise on regular classroom placement
- Schedule ESL inclusion services and/or pull-out according to DESE recommendations and district programs
- Maintain up-to-date student data for your ELL students; complete required state and district paperwork on ELL students
- Maintaining accurate records of ELL students progress to be included with cumulative folder (see ESL Program handbook)
- Serve as a resource to classroom teachers in modifying lessons for ELL students
- Assist students in learning school routines, school culture and norms
- Attend parent conferences, if requested
- Communicate with parents about the progress of their child; do ESL progress reports
- Administer WIDA and ACCESS assessments
- Assess student progress with the purpose of recommending students who are ready to exit the ELL program
- Monitor former ELL students (FLEP), as mandated by Federal law
- Participate on building teams identifying special needs of ELL students
- Attend District ELL Team meetings
- ESL tutors are not responsible for planning lessons for ELD content based science, social studies, or math instruction in pull out settings.
- Perform other related duties as directed by the principal or ELL Coordinator.

QUALIFICATIONS:
- Possess or working toward certification in ESL
- Acquires ESL certification within three years of hire
- Qualified WIDA/ACCESS administrator or willing to take training
- Experience working with young children from diverse backgrounds
- Able to take initiative and communicate well with staff

REPORTS TO: ELL Coordinator and building Principal

July 1, 2014

APPENDIX C

TITLE: MATH PLUS+ TUTOR

POSITION OVERVIEW:

The Math Plus+ tutor's primary responsibility is to design and implement mathematics instruction for students who are not performing at grade level. This instruction may be in small groups within the regular education classroom ("push-in") or small group instruction outside of the regular education classroom ("pull-out").

ESSENTIAL FUNCTIONS:

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.

- Identify and screen Math Plus+ eligible students; advise on regular classroom placement
- Participate on building teams identifying special needs of Math Plus+ students
- Schedule Math Plus+ services according to DESE recommendations and district programs
- Maintain up-to-date student data for your Math Plus+ students
- Provide building principals and the Math Plus+ director with updates on Math Plus+ students
- Maintain accurate records of Math Plus+ students' progress to be included with cumulative folder
- Complete all DESE reporting requirements
- Communicate with parents about the progress of their child
- Modify classroom assignments for Math Plus+ students, if needed
- Monitor academic progress of individual Math Plus+ students, exit students when appropriate
- Attend parent conferences, IEP meetings, Open House, and Title One Parent Advisory if requested
- Attend extended professional days at the discretion of the principal
- Attend District Math Plus+ meetings scheduled during school hours
- Perform other related duties as directed by the building principal and the Math Plus+ director excluding the development of grade level curriculum and the administration and scoring of assessments to non-Math Plus+ students.

QUALIFICATIONS:

- Bachelor's Degree
- Possess or working toward certification in mathematics
- Acquires relevant teacher certification within three years of hire
- Experience working with young children from diverse backgrounds
- Able to take initiative and communicate well with staff

- Must be a self-starter and have the ability to work with minimal supervision and direction
- Must have well-established communication skills and the ability to share information and resources appropriately
- Must possess a high-level of interpersonal skills; general pleasant demeanor and respectful attitude towards employees at all levels of the school
- Working knowledge of Microsoft Word and Excel software
- Must be organized, detail oriented and maintain confidentiality

REPORTS TO: Principal and Math Plus+ Director

TERMS OF EMPLOYMENT: Per contract

July 1, 2014

APPENDIX D

TITLE: GENERAL TUTOR

POSITION OVERVIEW:

The General Tutor's primary responsibility is to design and implement instruction for students at the direction of a classroom teacher and/or based on a student's homework assignments. This instruction may be in small groups within the regular education classroom ("push-in") or small group instruction outside of the regular education classroom ("pull-out"). The tutors will assist students in managing their overall academic program, coordinate with student's teachers, and help any students that are transitioning back into the school community.

ESSENTIAL FUNCTIONS:

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment to the position.

- Participate on building teams identifying special needs of students
- Schedule services according to teacher and administrator recommendations
- Maintain up-to-date student data on students
- Provide building principals and teachers with updates on the students
- Maintain accurate records of students' progress to be included with cumulative folder
- Complete all DESE reporting requirements
- Communicate with parents about the progress of their child
- Modify classroom assignments for students, if needed
- Monitor academic progress of individual students
- Attend parent conferences, IEP meetings, and Open House if requested
- Attend extended professional days at the discretion of the principal
- Attend district meetings scheduled during school hours
- Perform other related duties as directed by the building principal and the classroom teacher excluding the development of grade level curriculum.

QUALIFICATIONS:

- Bachelor's Degree
- Experience working with children from diverse backgrounds
- Able to take initiative and communicate well with staff
- Must be a self-starter and have the ability to work with minimal supervision and direction
- Must have well-established communication skills and the ability to share information and resources appropriately
- Must possess a high-level of interpersonal skills; general pleasant demeanor and respectful attitude towards employees at all levels of the school
- Must be organized, detail oriented and maintain confidentiality

REPORTS TO: Principal or designee

TERMS OF EMPLOYMENT: Per contract

March 20, 2017

APPENDIX E

CLASS COVERAGE PAYROLL REQUEST FOR TUTORS

The below named Tutor is approved for additional monies, in the amount indicated below. This amount is for in-house substituting for the teacher on the date listed, and is required as agreed upon in the Tutor contract.

Tutor's Name:_____

Teacher(s) covered:_____

Class period(s):_____date covered:_____

Subject(s) covered:_____

Check One:

One 43 Minute Period(s) $15.00 _____
One 60 Minute Period(s) $15.00_____

Half day $30.00 _____

Full day $50.00 _____

Principal or Assistant Principal's
signature:_____

Please submit this form to building secretary. Keep a copy for your records.