

**AGREEMENT**  
**Between**  
**FOXBOROUGH SCHOOL COMMITTEE**  
**And**  
**FOXBOROUGH EDUCATION ASSOCIATION**  
**(Educational Assistants)**

**September 1, 2016 to August 31, 2019**



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## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between the School Committee of the Town of Foxborough, hereinafter referred to as the "Committee," and the Foxborough Education Association, hereinafter referred to as the "Association."

### **WITNESSETH:**

WHEREAS, the Committee and the Association entered into a collective bargaining Agreement covering the period from September 1, 2016 through August 31, 2019, with respect to the wages, hours of work and other conditions of employment of the educational assistants represented by the Association; and

WHEREAS, said Agreement terminates on August 31, 2019, and the Committee and the Association desire to enter into a new agreement with respect to the wages, hours of work, and other conditions of employment of said educational assistants.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association as follows:

## ARTICLE I

### PREAMBLE

Section 1 Recognizing that the prime purpose of the Committee and the employees represented by the Association is to provide education and services of the highest possible quality for the children of Foxborough, and that good morale within the Foxborough school system is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

a. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion.

b. The Committee has the responsibility for establishing policies for the administration and management of the schools.

c. The Superintendent of Schools, hereinafter referred to as the "Superintendent," has the responsibility for implementing the policies so established.

d. Said employees have the responsibility for reinforcing the educational services of the highest possible quality.

e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and the free exchange of views and information between the Committee, the Superintendent and said employees in the formulation and application of policies relating to wages, hours and other conditions of employment.

## **ARTICLE II**

### **RECOGNITION**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Committee recognizes the Association, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, as the exclusive bargaining agent and representative of all educational assistants\* employed by the Committee. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of said Chapter 150E.

\*all educational assistants, regardless of source of funds

**ARTICLE III**  
**NEGOTIATING PROCEDURES**

For the purposes of collective bargaining, the designated representative or representatives of the Committee and the designated representative or representatives of the Association shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment and shall execute a written contract incorporating any agreement reached. Negotiating meetings shall not be held during a school day.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section 1 The purpose of this procedure is to produce prompt and equitable solutions to grievances, as hereinafter defined, which may from time to time arise with respect to the terms and provisions of this Agreement.

Section 2 Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting his/her grievance to the Committee and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its views and that any adjustments made shall not be inconsistent with the terms of this Agreement.

Section 3 A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement.

Section 4 Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Level One The aggrieved employee shall first present his/her grievance in writing to his/her immediate supervisor within ten (10) school days next following the occurrence of the

grievance or the date of first knowledge of its occurrence by any employee affected by it. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) school days after the grievance is presented.

b. Level Two If at the end of the five (5) school days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit his/her grievance in writing to the Superintendent. Within ten (10) school days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his/her designated representative shall act on his/her behalf. Within ten (10) school days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

c. Level Three If at the end of the twenty (20) school days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit his/her grievance in writing to the Committee. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

d. Level Four If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after said meeting of the Committee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision at Level Three or within twenty (20)

school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:

(1) The Association shall forthwith submit the grievance to the Board of Conciliation and Arbitration. Such grievance, if it is mutually agreed upon, may be submitted to the American Arbitration Association. The grievance will be disposed of in accordance with the applicable rules of said Board or Association, as the case may be.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the issue or issues submitted. The arbitrator shall only have the power to interpret what the parties to this Agreement intended by the specific clause or clauses in the Agreement which are at issue. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish salaries or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms and provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Section 5 If, in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as

set forth above. Such grievance shall be presented at Level Two within twenty (20) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 6 Any grievance which is not initially presented or which is not thereafter submitted to the next level of the grievance procedure within the time limits specified above shall be deemed to have been waived.

Section 7 The time limits hereinabove specified for the bringing and the processing of a grievance may be extended by mutual agreement of the Committee and the Association.

Section 8 No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

## ARTICLE V

### PROBATIONARY PERIOD

The first ninety-one (91) work days of continuous employment of an employee shall constitute his/her probationary period. No demotion, suspension, discipline or dismissal made during an employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

## ARTICLE VI

### WAGES

Section 1 The compensation of each employee for his/her work year, as hereinafter defined, shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof.

The Superintendent shall determine in accordance with the provisions of this Article and said wage schedules the rate of compensation of each employee.

Section 2 Each employee shall be placed at the proper step on the wage schedule for the position in which he/she is employed in accordance with the number of years of his/her continuous employment in such position by the Committee.

Section 3 Each employee as of the beginning of each work year in September shall receive step-increments successively to the next higher rate within his/her wage schedule, subject to the following conditions:

a. That he/she has worked at least ninety-one (91) days during the preceding workyear in the Foxborough school system. All days in which an employee is in a pay status shall be considered as days worked.

b. That his/her work performance during the preceding workyear shall have been proficient or better.

Section 4 The compensation of all employees, with the exception of employees who leave the employ of the Committee and employees whose requests for payment in full of the compensation due them at the end of the workyear have been made in the manner herein provided for, will be paid in twenty-six (26) equal bi-weekly payments beginning on the second Thursday after Labor Day. In the case of a holiday coinciding with a payday, the Committee will attempt to make payment on the Wednesday prior to the holiday. An employee who leaves the employ of the Committee shall receive the balance of the compensation due him/her for his/her workyear in his/her salary check covering the period in which the date of the termination of his/her employment shall occur. An employee, who plans to remain in the employ of the Committee for the ensuing workyear but who desires to receive the balance of the compensation due him/her for the current workyear in his/her salary check covering the period in which his/her workyear ends, shall receive such payment provided he/she submits his/her request therefore to the Superintendent in writing no later than April 1st. All payments shall be subject to the deductions required by law or which the employee may authorize in writing.



Section 5 An employee who leaves the employ of the Committee prior to the end of the workyear shall receive as his/her total compensation for such year an amount equal to his/her daily rate of compensation multiplied by the number of days he/she has been in a pay status in such year. His/her said daily rate of compensation shall be equal to his/her annual rate of compensation divided by the number of workdays in the workyear.

Section 6 An employee, who temporarily performs the duties of a clerical employee, shall be paid for the time he/she performs such duties at the rate of pay established by the Committee for clerical employees employed on a substitute basis or at his/her own rate of pay whichever is higher.

Section 7 An employee who performs substitute teaching shall be paid at his/her daily rate of pay plus forty dollars (\$40) for each day of substitute teaching. An employee will be paid any time the teacher is out of the classroom on a substitute basis. When the teacher is out of the room for half an hour or an hour and the Educational Assistant is asked to assume responsibility as the classroom substitute by the building principal or his/her designee, the assistant will add the hours and submit them when it is equivalent to one day. At the end of the school year an educational assistant can submit and be paid for a partial day at the current rate.

## ARTICLE VII WORKYEAR AND WORKDAY

Section 1 The workyear of all said employees shall consist of 185 days, beginning on the first day that teachers work in the new school year. In addition to said 185 work days, new educational assistants in the Foxborough school system shall attend up to two (2) additional orientation days during the 2 weeks prior to the beginning of the school year. Such additional orientation days shall not be included in said work year and will include a training program for new educational assistants. Training may include and are not limited to: discipline policies, confidentiality, personnel policies, district policies, school policies, rules and responsibilities, and IEP's.



Section 2 The regular work day of employees in the high school shall not exceed six (6) hours and fifty-five (55) minutes, the regular work day of employees in the middle school shall not exceed six (6) hours and fifty (50) minutes, and the regular work day in the elementary schools shall not exceed six (6) hours and forty-five (45) minutes. The hours in each said work days shall be consecutive. Under normal circumstances, the starting and ending times of the regular work day shall not be changed during the work year.

FHS – staff’s day - 7:25-2:20 – student’s day – 7:33-2:00

Ahern – staff’s day – 7:45-2:35 – student’s day – 7:55-2:24

Elementary – staff’s day – 8:30-3:15 – student’s day – 8:45-3:00

Section 3 In this Agreement the words “full-time employee”, “permanent part-time employee” and “temporary part-time employee” shall have the following meanings:

- full-time employee is one who is scheduled to work the workyear prescribed in Section 1 of this Article and one of the workdays prescribed in Section 2 of this Article.
- permanent part-time employee is one who is scheduled (1) to work the workyear prescribed in said Section 1, (2) to work a workday which is less than any of the workdays prescribed in said Section 2, and (3) to work at least twenty (20) hours a week.
- temporary part-time employee is one who is employed on a temporary basis to work less than twenty (20) hours a week.

Section 4 Under normal circumstances the starting and dismissal times of the schools shall not be changed during the school year.

Section 5 The building principal, or his/her designee, may hold a reasonable number of meetings requiring the attendance of employees both before and after starting and dismissal times.

Section 6 All employees will have a duty-free lunch period of not less than the time allotted for lunch to students in their building.

Section 7 A 15-minute break will be provided each day for all Educational Assistants. Arrangements will be made between the teacher or principal and the Educational Assistant so that the break can be scheduled. When a regular break cannot be scheduled due to the nature of the assignment, arrangements may be made by the building principal to exchange the yearlong 15-minute break for a half-day of work on both parent teacher conference days and a half day on two other days during the year.

- At the high school level, these days will be taken as follows:
  - Half days on the two (2) parent conference days in the fall.
  - Half days on the two (2) January mid-term days (to be determined each year)
- At the middle school level, these days will be taken as follows:
  - Currently, all educational assistants at the middle school receive a daily break. However, if the building principal determines that this is not possible in a future year, the half days will be taken on the two (2) parent conference days and the two (2) other half days to be determined by the principal and Superintendent based on the needs of the students and the educational program.
- At the elementary level these days will be taken as follows:
  - At the elementary level, alternate days will be provided for Educational Assistants in the Preschool on the two (2) half days of parent conferences in the fall and a full day on the January Professional Development Day. Alternate days will be also provided for Educational Assistants in designated substantially separate elementary special education classrooms, as determined by the principals. These days will be taken as determined and agreed upon by the building principal, program teachers, and the Superintendent according to the needs of the students and program.

**ARTICLE VIII**  
**ASSIGNMENTS**

Section 1 All appointments/assignments will be made without regard to age, race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or marital status, except where such factors are legitimate qualifications for the position in question.

Section 2 Employees will be informed in writing of their work assignments by July 31st of each year. Any necessary changes in such assignments will be communicated as soon as possible to the employees involved.

Section 3 The determination of the work assignments of employees, including any changes thereto, shall be the exclusive prerogative of the Superintendent, or his/her designee.

Section 4 An educational assistant who has demonstrated competence in delivering instruction and maintaining an appropriate instructional setting will be given first consideration for substituting in the classroom in which he/she regularly works. This does not apply to long-term or extended leave of absence.

**ARTICLE IX**  
**PERSONAL LEAVE**

Section 1 Each employee shall be entitled, subject to the limitations and provisions hereinafter set forth, to three (3) personal leave days per year, without loss of pay. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work days. It is recognized that the regular attendance of Educational Assistants contributes significantly to the quality of the educational program; therefore, personal leave should be held to a minimum. Educational Assistants will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. In no event may personal leave days be used to lengthen a holiday or

vacation period. Personal days may not be taken prior to, or after, any school holiday or school vacation. In emergent circumstances, the Superintendent may make adjustments based solely on the judgement and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal. Consideration will be given for special family circumstances or celebrations. Unused personal leave days shall be rolled into accumulated sick days at the end of the school year.

Section 2 Requests for absence for personal leave days shall be submitted in writing to the Superintendent through the school principal. The specific reason for the personal leave need not be given unless the personal leave is for two (2) or more consecutive days.

Section 3 Personal leave will be pro-rated if an employee leaves employment during the school year.

## **ARTICLE X**

### **SICK LEAVE**

Section 1 All employees who work 1.0 FTE and who follow a daily schedule with a 185-day work year shall be entitled to fifteen (15) days of sick leave for each work year. Employees who work less than 1.0 FTE and who follow a daily schedule that results in a work year of less than 185 days will receive a pro-rated number of sick days based on the proportionate length of their work year. Sick leave will be cumulative up to a maximum of two hundred (200) days.. Sick leave may be used:

- a. In the case of sickness of the employee personally.
- b. When the employee is required to give bedside or household attention to anyone in the immediate family (immediate family is defined to mean father, mother, father-in-law, mother-in-law, spouse, child, partner, or near relatives residing in the household of the employee) who is seriously ill. The sick leave which is granted for such purpose shall not exceed a maximum of five (5) days in any one (1) work year. A notice of the balance of unused

sick leave days will be issued to each employee no later than September 15. Temporary part-time employees shall not be entitled to sick leave.

Section 2 An employee, who has exhausted his/her sick leave, may, in the discretion of the Committee, be granted an extension of sick leave up to a maximum of sixty (60) days in any one workyear when in the opinion of the Committee such extension is in the best interest of the education system. Such additional sick leave granted to an employee shall not be charged against any sick leave days the employee may become entitled to receive in the future.

Section 3 An educational assistant who retires under the Norfolk County Retirement System, after fifteen (15) years of continuous employment with the Committee, shall receive at the time of his/her retirement a lump-sum payment to be determined by multiplying 50% of the number of accumulated sick leave days by forty-five \$45.00 provided that the number of accumulated sick leave days to be multiplied by forty-five \$45.00 shall not exceed one hundred (100) days. Sick leave buy back provision: Educational Assistants who retire in the Norfolk County Retirement system and who have fifteen (15) years of service in Foxborough will be paid at the rate of forty-five (\$45.00) dollars for one-half of the number of sick days they have accumulated at the time of retirement.

Section 4 In the event an employee dies while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as the case may be, a lump-sum payment determined by multiplying one half (1/2) the number of such employee's accumulated sick leave days at the time of his/her death by forty-five dollars (\$45.00). The number of accumulated sick leave days to be multiplied by forty-five dollars (\$45.00) shall not exceed one hundred (100) in number.

Section 5 403B Transfer of Sick Leave Buy Back. The Committee agrees to implement the use of a 403B plan in accordance with Internal Revenue Service regulations to allow members to make a one-time transfer of sick leave buy back monies at the time of retirement to a 403B plan to reduce tax liability in accordance with Internal Revenue Service Regulations.

## Section 6 Sick Leave Bank:

a. A Sick Leave Bank shall be established for use by eligible employees who have exhausted their own sick leave and who have a serious illness. Each employee will contribute one (1) day of sick leave to the bank each year. At the end of the 2008-2009 school year, all days left in the sick leave bank will roll over into the next school years 2009-2010. Whenever the accumulated roll-over days fall below thirty (30) days, then all employees will contribute one (1) day of sick leave to the bank. Employees will be notified in writing when this occurs.

b. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee (SLBC) composed of three (3) members of the bargaining unit appointed by the Association and two (2) members appointed by Committee.

c. The Sick Leave Bank Committee will decide by a majority vote on an allotment of days from the Sick Leave Bank using guidelines set forth below:

1. All members of the bargaining unit are eligible to apply for days from the Bank.
2. An official application form, to be approved by both the Committee and the Association, must be completed. The application form shall include space for certification by a medical doctor.
3. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee.
4. The applicant must have exhausted his/her personal sick leave before the effective date of additional sick days from the Bank.
5. Applicants can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:

- a. Previous documented abuse of sick leave.
- b. Insufficient medical evidence of need.
- c. Disability does not warrant absences from employment.
- d. Lack of days in the Bank.
- e. Prior use of Sick Leave Bank (applicable only when applicant shows repeated use of Sick Leave Bank).

6. A maximum of twenty (20) days per applicant may be distributed at any one time. If additional days are needed, a reapplication is required including medical evidence of continued need.

7. A maximum of forty (40) days may be allotted to any one person in any one school year, except as described in Section E of this Article.

8. The decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.

d. Employees who have received a maximum of forty (40) days from the Sick Leave Bank in any one school year may be granted additional days in that year by the SLBC. The Sick Leave Bank Committee will consider the following factors in making a decision as to the allocation of the additional days:

1. the seriousness of the illness; and
2. the employee's prior use of the Sick Bank in appropriate ways.

**ARTICLE XI**  
**PARENTAL LEAVE AND CHILDCARE LEAVE**

A. Parental Leave

Section 1. A leave of absence shall be granted for parental purposes to employees who have been employed by the Committee for at least ninety (90) calendar days in one (1) work year, on the terms and conditions set forth in this Article. Parental leave can be taken up to a maximum of eight (8) weeks in length. An aggregate of eight (8) weeks is allowed for two bargaining unit members who are taking leave for the same occasion, e.g., a married couple for the birth of their child.

Section 2. The employee shall make written request for parental leave to the Superintendent through his/her appropriate supervisor on such form as the Superintendent may require. Such request shall provide as much notice as possible (preferably at least two (2) months) but no less than two (2) weeks' notice. The notice shall indicate the date on which the employee desires his/her parental leave to commence; and for female employees giving birth, the notice shall be accompanied by a written statement from the employee's physician which provides his/her estimate of the delivery date and his/her evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of her position. Parental leave can be taken for all purposes allowed under the law (G.L. c. 149, Section 105D).

Section 3. A female employee giving birth may elect to use her accumulated sick leave during the period of her parental leave when she is physically disabled for the performance of her duties for reasons related to her pregnancy. The employee shall make written request to the Superintendent for approval of the use of her sick leave. Such request shall be accompanied by a written statement from her physician attesting to the nature and extent of her physical disability. The Superintendent may request additional information from the employee's physician and shall approve the use of sick leave if the employee is physically disabled for the performance of her duties for reasons related to her pregnancy.

Section 4. During the period of his/her parental leave the employee shall be responsible for making payment of the deductions authorized under this Agreement. The Committee shall continue to pay during such leave its share of the group health insurance and the group life



insurance provided under the terms of this Agreement. The Committee shall not be liable for any other payments during the period of such leave. There will be a presumption that a female employee giving birth is disabled for a period of eight (8) calendar weeks from the beginning of her parental leave. The employee may elect to return to duty at the expiration of the eight (8) calendar weeks.

Section 5. All benefits to which the employee was entitled at the time his/her parental leave commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to him/her upon his/her return, and he/she shall be assigned to the same teaching position which he/she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the duties of a position described in the schedule of supplementary compensation set forth in Appendix A and Appendix B, shall have no right to return to such position upon his/her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. Upon his/her return to duty the employee shall not advance in increment unless he/she shall have worked at least ninety-one (91) days in the school year in which his/her leave commenced. No more than one (1) step increase shall be granted during any period of parental leave. The Committee shall not be required to restore an employee on parental leave to her previous or a similar position if other employees of equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of his/her parental leave.

Section 6. Professional teacher status shall not be lost as a result of the granting of parental leave. For the purpose of computing any time period required for the granting of such status, the period of the parental leave shall not be included in said computation. Actual teaching service, however, gained in the Foxborough school system prior to the taking of said parental leave shall be considered as creditable service in determining professional teacher status.

#### B. Childcare Leave

A leave of absence for childcare after the birth of the child shall be granted in accordance with the two (2) alternative plans set forth below. The employee shall elect one (1) of such plans and

shall inform the Superintendent of his/her election at the time the parental leave begins. The following are the two (2) plans:

a. The employee may elect to return to duty at the beginning of the school year next following the commencement of the parental leave.

b. If the leave is to begin after February 1, the employee may elect to return to duty at the beginning of the second school year following the commencement of the parental leave. The employee who makes this election may, in the case of infant or fetal death, return to duty at the beginning of the school year next following the commencement of the leave.

The employee, who elects plan a or b above, must notify the Superintendent in writing at least ninety (90) days prior to the expiration of his/her leave of her desire to return to duty. If the employee fails to notify the Superintendent in writing within ninety (90) days prior to the expiration of his/her leave of her desire to return to duty or does furnish such written notice and fails to return to duty at the expiration of her leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

Section 1 The officers of the Association or their designated representatives may be granted leaves of absence, without loss of pay, from time to time to attend educational conferences sponsored by the Massachusetts Teachers' Association or other educational conferences deemed to be in the best interest of the Foxborough school system. The number of persons attending such conferences and the duration of the leave shall be determined by the Superintendent. The Superintendent may grant leaves of absence without pay to such officers or their representatives from time to time to attend other than educational conferences sponsored by the Massachusetts Teachers' Association. The number of persons attending such conferences and the duration of the leave shall be determined by the Superintendent.

Section 2 Upon written request, the Superintendent shall grant a leave of absence with pay to an employee for the purpose of observing all obligatory religious holy days which forbid

the employee from working on any such day. Such leave shall be limited to three (3) days per year and shall not be cumulative.

Section 3 Employees will be excused by the Superintendent, without loss of pay, for any appearance in any legal proceeding arising out of or connected with the employee's employment.

Section 4 Other leaves of absence without pay may be granted at the discretion of the Superintendent subject to the conditions set forth at the time the leave is granted.

### **ARTICLE XIII**

#### **JURY DUTY**

An employee will continue to receive his/her regular paycheck while on jury duty. In order to help the employee maintain retirement, etc. the employee should turn over the check received from jury duty to the town and the regular paycheck as stated will continue in force.

### **ARTICLE XIV**

#### **PERSONAL PROTECTION**

Section 1 An employee who is absent from work as the result of personal injury, which is incurred in the course of his/her employment and which is compensable under the provisions of the Massachusetts Workmen's Compensation Act, shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between his/her current salary and the amount he/she receives as workmen's compensation.

Section 2 Protective clothing and any other safety equipment deemed necessary by the Superintendent for the proper performance of the employee's duties will be provided.

Section 3 Employees will report immediately all cases of assault suffered by them in connection with their employment to the Superintendent in writing. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will lend its support to the employee in appropriate ways.

## **ARTICLE XV**

### **PROFESSIONAL DEVELOPMENT**

#### **Section 1**

a. In-Service Training will be provided for educational assistants as part of the existing staff development program. At the beginning of the school year a half day of collegial time will be provided for job orientation in preparation for the upcoming school year.

b. The Superintendent of Schools shall convene the Professional Development Committee which will include faculty, administrative, and educational assistant representatives.

The Professional Development Committee shall organize itself and assume responsibility for planning and implementation of in-service education for all professional teaching personnel.

Professional Development is a priority of the Foxborough Public Schools. Professional Development opportunities will be provided on scheduled Staff Development days.

The Committee shall address itself primarily to, but shall not be limited to, conducting programs in the areas of system priorities and strategic objectives and current research applicable to the field of education and its implication for current practices, as well as expressed needs of staff.

Recommendations of the Professional Development Committee are subject to approval of the Superintendent.

Section 2 Tuition Reimbursement - The Committee shall reimburse an employee for 100% of the cost of tuition for the courses approved in advance by the Superintendent. Courses taken in the following categories shall qualify employees for reimbursement:

- a. courses leading to a degree in education
- b. courses leading to a certification in education
- c. courses related to the employees' current area of employment
- d. other courses the Superintendent may approve

Such reimbursement shall be limited to two courses each year of the Agreement; except in the rare instance when a course, needed by an employee to complete a degree or certificate program, is not normally offered each college term the Superintendent upon documentation shall approve a third course during a contract year. Courses may be taken in the summer.

Notwithstanding the forgoing provisions in this article, the maximum amounts to be expended by the Committee hereunder for the reimbursement of courses shall not exceed \$25,000 in any year. This amount will be divided into equal amounts for each of the three semesters: fall (September through December), spring (January through April) and summer (May through August). Members will be reimbursed on a first come/first serve basis. Employees must be in current payroll status at the time of course completion in order to be eligible for course reimbursement.

Section 3 Team Membership: Educational Assistants will be compensated for membership on district teams at the same rate as teachers.

Section 4 The Superintendent may appoint educational assistants to serve on workshops as full participating members. When serving in this capacity, educational assistants will be paid the teachers' workshop rate. Nothing in this Section shall limit the Superintendent's right to hire unit members or non-unit members to perform clerical duties at an appropriate hourly rate for said duties.

**ARTICLE XVI**  
**BEREAVEMENT LEAVE**

Employees, except temporary part-time employees, may be granted, at the discretion of the Superintendent, without loss of pay, leaves for periods not in excess of three (3) days in the event of death in their immediate family. Immediate family shall include parent, mother-in-law, father-in-law, spouse, partner, child, step-child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law and any other relative who is a member of the employee's immediate household. Employees may be granted, at the discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of one (1) day in the event of death in their extended families which include uncle, aunt, nephew, niece, and cousin for the purpose of attending services. A personal day used to attend bereavement services for an uncle, aunt, niece, nephew, or cousin will be considered an excused absence and will not count towards the employee's cumulative absences for the year.

**ARTICLE XVII**  
**GROUP HEALTH AND LIFE INSURANCE**

The group health insurance and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs.

Section 1 Notwithstanding any other provisions of this Contract, including without limitation those related to health insurance, the FEA acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

Section 2 Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu options. The Employer's inclusion of the health insurance items above as "proposals" in successor contract

negotiations is to provide information and clarification. The Employer's willingness to discuss and/or bargain about these matters is not a concession of any limitation of the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Employer's position in any pending or future matter.

## ARTICLE XVIII

### VACANCIES AND TRANSFERS

Section 1 Written notice of all vacancies in the bargaining unit which occur prior to the closing of school in June shall be posted on a bulletin board in each school and a copy of such notice shall be mailed or delivered to the President of the Association. During the months of July and August such notice shall be given only to the President of the Association or his/her designee and will be posted online on the Foxborough School home page under employment. Such notice shall be given as soon as possible after the occurrence of a vacancy and a determination by the Committee that it is to be filled.

Section 2 The written notice shall set forth the qualifications, duties, general assignment (special education, kindergarten, library/building assistant), level of assignment (elementary, middle school, high school), and compensation rate for the position and the date within which applications should be filed with the Superintendent. Such date shall not be less than seven (7) days from the date of the posting of the notice and of the date of the mailing or delivery of the notice to the President of the Association, except as is otherwise provided herein. During the months of July and August such date shall not be less than fourteen (14) days from the date of the mailing or the delivery of the notice to the President or his/her designee. Employees who desire to apply for any such position vacancy shall submit their applications in writing to the Superintendent within the time limit specified in said notice.

Section 3 In addition to the giving of written notice in the manner indicated above, the Committee may give notice of vacancies in such positions and seek applicants in such other ways as it considers necessary. In filling such vacancies the Committee will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the



Committee, the qualifications of the applicants are substantially equal, preference will be given to the employees of the Committee on the basis of their seniority as such employees.

Section 4 Position vacancies announced in accordance with the provisions of this Article shall normally be filled within sixty (60) days after notice of the vacancy is posted. Such vacancies may be filled immediately on a temporary basis but shall not be filled on a permanent basis until after the date established in the notice for the filing of applications with the Superintendent. Written notice of the filling of any such vacant position will be given to all employees who made written application for the position.

Section 5 There are certain circumstances under which an involuntary transfer may become necessary. When this is the case, the reason for the transfer will be provided verbally to the employee. If the reason is legally protected, the reason will not be provided. When possible, ample notice (three days) will be given when a possible move or transfer will take place.

Section 6 Any grievance of an employee, who has completed his/her probationary period, arising out of or with respect to the decisions made by the Committee hereunder in filling vacant positions and in making transfers may be processed only through Level Three of the Grievance Procedure set forth in Article IV of this Agreement. The decisions made by the Committee hereunder in filling vacant positions and in making transfers shall not be grievable by an employee who has not completed his/her probationary period.

Section 7 Educational Assistants will be given an interview for any position they have applied for if they have attained appropriate teacher certification.

## **ARTICLE XIX**

### **EMPLOYEE EVALUATION**

Section 1 All monitoring and observing of any employee will be conducted with the full knowledge of the employee. Employees will be evaluated once a year using the form adopted by the Foxborough Public Schools. "Immediate supervisor" is identified as the building



principal and his/her designee. Each employee so evaluated will be allowed to discuss any evaluation report with his/her evaluator and to provide written comments regarding such a report which will be filed with said report by June 1.

Section 2 Employees will have the right to review the contents of their personnel file by appointment with the Superintendent or his/her designee and in the company of the Superintendent or his/her designee to make copies of the material contained therein at reasonable times and at their expense. A representative of the Association may accompany the employee during such review if he/she so elects.

Section 3 An employee will be provided with copies of any derogatory material or documents regarding his/her conduct, service, character or personality which has been filed in his/her personnel file. The employee may provide a written statement regarding such document which shall be reviewed by the Superintendent and filed with said document in the employee's personnel file.

Section 4 Any complaints regarding the performance of an employee made to any member of the administration or Committee by any parent, student, or other persons shall be promptly called to the attention of the employee. If such complaints are not promptly called to the attention of the employee, they shall be deemed invalid.

Section 5 If an employee is to be disciplined by a member of the administration, he/she will be entitled to have a representative of the Association present, if he/she so elects.

Section 6 No employee will be disciplined, reprimanded, or reduced in rank or compensation without good cause.

**ARTICLE XX**  
**REDUCTIONS IN STAFF**

Section 1 In the event that it becomes necessary for the Committee to reduce the number of employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment, or changes in curriculum, the procedures set forth in this Article will govern the termination and reemployment of employees who are affected by any such reduction.

Section 2 The Committee shall have the sole discretion in determining which position or positions or which type of positions are to be eliminated. Temporary employees may be laid off in the discretion of the Committee and shall not be covered by the provisions of this Article.

Section 3 In determining which of its employees are to be laid off to accomplish any such reduction in staff, the Committee will take into consideration the qualifications of employees and their seniority as employees of the Committee in the bargaining unit. Where, in the opinion of the Committee, the qualifications of employees are substantially equal, employees will be terminated in the order of their seniority as employees of the Committee in the bargaining unit, those with the least seniority to be terminated first. Any grievance arising out of or with respect to the decisions of the Committee made under the provisions of this Section 3, other than a grievance arising out of a determination of an employee's seniority, may be processed only through Level Three of the Grievance Procedure set forth in Article IV of this Agreement. Level Four of said Grievance Procedure which provides for submission of a grievance to formal arbitration shall not apply to any such grievance.

Section 4 Seniority, as used herein shall mean an employee's length of service in years, months, and days in the employ of the Committee in the bargaining unit.

Section 5 An employee whose employment is to be so terminated will be given thirty (30) days written notice of his/her proposed termination.

Section 6 An employee, whose employment is so terminated, will be considered for reemployment by the Committee in the inverse order of his/her termination during a period of one (1) year from the effective date of his/her termination, if he/she informs the Superintendent in writing at the time of his/her termination of his/her desire to be so considered.

Section 7 An employee, who is reemployed by the Committee within said one (1) year period after his/her termination under the provisions of this Article, shall have restored to him/her the unused sick leave he/she had accumulated at the time of his/her said termination.

Section 8 The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Paragraph 1 hereof.

## **ARTICLE XXI**

### **PAYROLL DEDUCTIONS**

Section 1 The Committee will at the written request of an employee, made to the Superintendent on a form to be approved by the Committee, make deductions from his/her compensation for group life insurance, group health insurance, health care organizations, group income protection insurance, tax sheltered annuities, or credit unions.

Section 2 The Committee will at the written request of an employee, made on a form approved by the Superintendent, make deductions in the manner provided for herein from his/her compensation for his/her regular, current and annual dues as a member of the Foxborough Education Association, the Massachusetts Teachers' Association and the National Education Association. The total of said deductions shall equal the regular annual dues of said Associations, and said deductions shall be made in sixteen (16) equal amounts beginning with the first pay day in November.

Section 3 Any such authorization made by an employee in accordance with Section 2 above may be withdrawn by such employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent and by filing a copy thereof with the Association for

which such dues deduction was being made. Said authorization, if not previously cancelled or revoked, shall be deemed automatically terminated upon the termination of the employment of the employee by whom it was signed.

Section 4 The specific amount of the current dues of each of said local, state and national associations shall be certified to the Committee by the Treasurer of the Association on or before September fifteenth of each school year.

## ARTICLE XXII

### LONGEVITY

Section 1 Each employee, except temporary part-time employees, who completes the number of years indicated below of continuous employment with the Committee shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service he/she has completed.

	<u>2013-16</u>
Ten (10) years	\$400.00
Fifteen (15) years	\$650.00
Twenty (20) years	\$1,000.00

Section 2 Longevity pay shall be paid in a lump-sum payment in the first pay period of December.

## ARTICLE XXIII

### DAY CARE

The children of Educational Assistants will be given preference for extended day services offered through the Foxborough Public Schools, provided they register prior to June 1 of the preceding school year or two weeks prior to open enrollment whichever is later, and thereafter as slots are available.

## **ARTICLE XXIV**

### **GENERAL**

Section 1 Ninety (90) copies of this Agreement will be published by the Association. The expenses for the preparation and printing of the Agreement will be paid by the Association.

Section 2 The Association will upon request be provided with a copy of the minutes of official open Committee meetings.

Section 3 The Committee will be provided with a copy of the Association's current by-laws, its officers, board of directors and list of negotiating committee members.

Section 4 The Association agrees that school time or school facilities will not be used for any Association sponsored function or activity without the approval of the Superintendent or his/her designee.

Section 5 Employees who are required to use their automobile in the performance of their scheduled duties will be reimbursed for mileage incurred at the IRS rate per mile.

Section 6 The employer agrees to reimburse all bargaining unit employees for the fees and costs required by Massachusetts General Law Chapter 15D, section 8(j) and Chapter 459 of the Acts of 2012.

## **ARTICLE XXV**

### **SCOPE OF AGREEMENT**

Section 1 The Committee and the Association agree that during the term of this Agreement all matters and issues pertaining to wages, hours and conditions of employment of employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2 No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force and effect unless it is made in writing and executed by the Committee and the Association.

Section 3 The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 4 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXVI**

### **AGENCY FEE**

Section 1. All employees, except those certified as members to the Superintendent by the Association, shall pay, on or after the thirtieth day following the beginning of their employment or the effective date of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency fee shall be certified annually to the Superintendent by the Association.

Section 2. The payment of such agency fee shall be a condition of employment. The parties expressly agree that the Committee shall have no responsibility to enforce or require the payment of an agency fee. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee.

Section 3. The agency service fee shall not be due and payable during leave of absences without pay of more than one (1) month in duration.

Section 4. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or attempted collection by the Association under the terms and provisions of this Article of an agency fee from an employee.

## **ARTICLE XXVII**

### **DURATION**

This Agreement shall take effect on September 1, 2016 and shall continue in effect to and including August 31, 2019, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October first next prior to the expiration of contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

## **ARTICLE XXVIII**

### **STIPENDS & EXTRA WORK ASSIGNMENTS**

Educational Assistants may earn an annual stipend for the following credentials. If an Educational Assistant is eligible for more than one stipend, he/she will earn whichever is higher.

1. Speech and language educational assistants: Due to the additional certification required speech and language educational assistants will be paid a stipend of \$700.
2. A stipend of \$1,000 will be paid to Educational Assistants who hold a Bachelor's or Master's Degree in Education.
3. A stipend of \$1,000 will be paid to Educational Assistants who are ABA certified OR RBT (Registered Behavior Technician).

4. A stipend of \$500 will be paid to Educational Assistants who hold a Bachelor's Degree in a field other than Education.
5. Starting on September 1, 2017, a stipend of \$200 will be paid to Educational Assistants who hold an Associate's Degree.

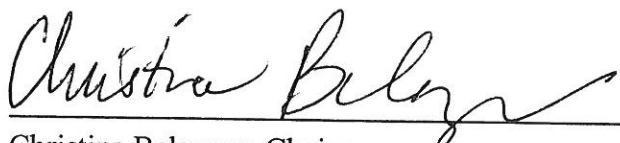
Extra work assignments are also available as follows:

1. Attend IEP meetings or supervise a student outside the work day when necessary:  
Educational Assistant's Hourly Rate
2. Bus monitoring: \$25.00 per hour (flat rate)
3. Home-based ABA tutoring: \$20.00 per hour (flat rate)
4. Academic tutoring: \$25.00 per hour (flat rate)

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized on the day and year first above written.

FOR THE COMMITTEE

FOR THE ASSOCIATION

  
Christina Belanger, Chairman

  
Todd Kaeser, President

Date: 8/26/16

Date: 8/26/16



**Appendix A**  
**Salary Schedule**  
**Educational Assistants**

<u>Step</u>	FY 16-17 2%	FY 17-18 2%	FY 18-19 2%
2 (Drop FY17)	\$0	\$0	\$0
3 (Drop FY18)	\$17,708	\$0	\$0
4	\$18,545	\$18,916	\$19,294
5	\$19,420	\$19,808	\$20,204
6	\$20,294	\$20,700	\$21,114
7	\$21,295	\$21,720	\$22,155
8	\$22,182	\$22,626	\$23,078
9	\$23,062	\$23,523	\$23,994
10	\$23,945	\$24,423	\$24,912
11	\$25,122	\$25,624	\$26,136
12	\$26,127	\$26,650	\$27,183
13	\$27,142	\$27,685	\$28,239
14	\$28,017	\$28,578	\$29,149
15	\$29,105	\$29,687	\$30,281
16	\$29,687	\$30,577	\$31,492
Dauphinee, Diane	\$30,644	\$31,257	\$31,882

