

**THE SOUTHBOROUGH SCHOOL COMMITTEE
AND SOUTHBOROUGH TEACHERS ASSOCIATION
MEMORANDUM OF AGREEMENT**

The Southborough School Committee (the Committee) and the Southborough Teachers Association (the Association) hereby agree to a new three-year contract to be in effect from the first day of the 2020-2021 school year and will continue in effect to and including the day prior to the start of the 2023-2024 school year.

Except as modified by this Memorandum of Agreement, the terms and conditions of the prior Collective Bargaining Agreement and Memoranda of Agreements will be carried forward into the successor agreements. In this Agreement, bold indicates new language and strikethrough indicates language to be deleted.

1. COMPENSATION:

Amend - Salary Schedules:

Effective on the first day of the 2021 school year, a 2.5% Cost of Living Adjustment will be applied to the Teachers & Tutors Salary Schedules and Stipends. Effective on the first day of the 2022 school year, a 2.5% Cost of Living Adjustment will be applied to the Teachers & Tutors Salary Schedules and Stipends. Effective on the first day of the 2023 school year, a 2.75% Cost of Living Adjustment will be applied to the Teachers & Tutors Salary Schedules.

See attached Salary Schedules.

2. ARTICLE II AGENCY FEE

Delete Agency Fee:

~~Agency Fee Members of the bargaining unit who are not members of the Association shall be required to pay the agency service fee. Said fee shall be in the amount and be implemented as prescribed under Massachusetts General Law, Chapter I SOE and the regulations of the Massachusetts Labor Relations Commission. The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee. It is understood that the deduction of the agency service fee may be made by the School Committee, with the person's written permission, through its Treasurer, pursuant to Massachusetts General Law, Chapter 180, § 17b.~~

3. ARTICLE IV STAFFING REQUIREMENTS

Amend Class size to match policy:

The ratios will adhere to the School Committee's Class Size policy when feasible:

- **Grades K, 1, 2** **16-20**
- **Grades 3, 4, 5** **16-22**
- **Grades 6, 7, 8** **18-22**

4. ARTICLE VII OPERATIONAL CONDITIONS

5. Release Time

- a. There shall be made available released time from 12 noon to 3 p.m. four times per year for parent teacher conferences and other professional purposes as determined by building principals and in coordination with District and school calendars.
- b. Additional release time days may be granted by the School Committee in response to administrative proposals expressing a need for such meetings. Professional development days cancelled due to weather will be made up after the students' 180 day school year is completed.
- c. ~~The President~~ **A member of the executive board** of the Southborough Teachers Association ~~may will~~ be released from teaching and non-teaching duties one (1) day per month . Scheduling of the released days shall be worked out between the President and his/her immediate administrator. Additional time may be provided at the discretion of the immediate administrator.

5. ARTICLE XV SICK LEAVE

Teachers will accrue thirteen (13) days of sick leave as of the first day of the school year. Use of sick leave shall be without loss of pay. Sick time accrual shall be prorated for unit members on unpaid leave or hired after the start of the school year. Total sick leave shall be cumulative up to one hundred forty-five (145) days. Deductions for excused absences beyond the allowable sick leave, or for other causes, shall be computed at the rate of 1/ 185th of the annual salary for each day to be deducted . Salaries obtained from extra-curricular activities will not be included in the deduction . In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Superintendent will require the filing of a doctor's certificate **and the employee will be provided with FMLA notification**, or the Superintendent may, if it has reasonable cause to believe that there is an abuse of sick leave policy , require an examination to be at the Committee's expense.

6. ARTICLE XVI - SICK BANK:

The sick leave bank shall be administered by the Sick Bank Committee. This committee shall consist of **three (3)** members of the Association plus **two (2)** members of the Administration appointed by the Superintendent. All members of the Sick Bank Committee shall be entitled to one (1) vote. I. Assistance is aimed at those individuals who have long-term, terminal, and/or serious extended illness or accident which results in the exhaustion of accumulated sick leave.

2. Funding of the bank will be at the rate of two (2) days per member annually. Members who are employed fifty-percent (50%) or less will donate one (1) day per member annually.
3. Individual petitions will be presented to the Sick Bank Committee by interested parties .
4. When the sick bank falls below two hundred fifty (250) days accumulation, each member will then contribute one (1) more day , to be deducted from his/her yearly sick day credit.
5. First year employees **new to the Public Schools of Southborough** are not eligible for sick bank. **First year employees transferring from another school in the Northborough or Regional School districts will be able to carry over sick days and access the sick bank.**
6. Second and third year employees can match the number of their remaining sick days (i.e. if an employee has 11 days left, he/she is eligible for 11 days from the sick bank) .
- ~~7. In special circumstances, the Superintendent may agree to allow sick bank.~~

7. ARTICLE XVII - TIME OFF (Formerly Temporary Leave of Absence) WITH PAY:

3. Bereavement - Up to **five (5)** school days (**of the 5 days, two come from accrued sick time**) at any one time in the event of the death of a teacher's spouse, child , grandchild, parent, grandparent, son-in-law , daughter-in-law, father-in-law, mother-in-law, sibling, significant other, or other member of the immediate household. Teachers will be granted **three (3)** days (**of the 3 days, two come from accrued sick time**) at any one time in the event of the death of a teacher's brother-in-law , sister-in-law, uncle, aunt, niece , nephew, or cousin . If additional days for bereavement are required, they may be granted at the discretion of the Superintendent of Schools to be charged to accrued sick leave.

In the event of a death of a relative or friend where the bond is so strong that attendance constitutes a moral obligation, one (1) personal or sick day may be used.

4. Family Illness - Teachers will be granted up to **eleven (11)** days per year in the event of illness requiring bedside or household attention for the teacher's spouse, child, father, mother, or other member of the teacher's immediate household . Additional days per year may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section shall be deducted from sick leave .

6. Parental Leave-Teachers will be granted up to (10) days in the event of a birth, adoption , or foster care placement. Five (5) additional days may be granted at the discretion of the Superintendent of Schools. Days granted pursuant to this section shall be deducted from sick leave . Nothing in this section shall be construed so as to limit any benefit available pursuant to the Family and Medical Leave Act (FMLA) of the Massachusetts **Parental Leave Act (MPLA)** . Any leave granted under this section shall run concurrently with an approved FMLA or **MPLA** leave.

8. ARTICLE XIX - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

C. Parental Leave

1. Parental leave of up to two (2) years will be granted without pay or increment , except as provided under Section 3 of this article, beginning when such leave is taken. A teacher must return within two (2) years from the date when parental leave began. A teacher desiring such a leave shall notify the Superintendent of the intent ninety (90) days prior to the due date . Appropriate medical evidence of fitness may be required by the School Committee prior to return from such leave.

2. Such parental leave shall not affect the employee's right to receive length of service credit, benefits, plans or programs for which he/she was eligible at the date of the leave.

3. A teacher returning from parental leave who has taught ninety three (93) or more days of the year of the leave will be placed on the next step of the salary schedule.

4. Teachers must return at the beginning of a school year unless otherwise agreed to by the **Superintendent**.

D. Leave of absence without pay or increment of up to one (1) year **at a time at a maximum of two consecutive years** will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the **Superintendent**.

~~E. A leave of absence without pay for up to two (2) full years may be granted upon request.~~

E. All benefits as enumerated in Sections A, B, C, **and** D above to which a teacher was entitled at the time his/her leave of absence commenced , including, but not limited to, unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position with proper placement on the salary schedule and tenure status.

9. ARTICLE XX - PROFESSIONAL DEVELOPMENT POOL/TUITION REIMBURSEMENT:

The Committee agrees to establish a professional development incentive program in the amount of \$35,000. The funds in this Professional Development Pool will be made available to bargaining unit members for professional development purposes. A committee consisting of two (2) Association representatives and two (2) members of the Superintendent's Office representing the Committee shall determine annual goals and distribution of said funds. The deadline for requesting reimbursement of said funds is June 1.

When additional training is required to maintain state licensure for the positions of Speech & Language Pathologist (SLP), Physical Therapists (PT), Occupational Therapists (OT), Behavior Specialists, BCBA's, School Psychologists, and School Adjustment Counselors, when graduate credits are not available, Continuing Education Credits (CEUs) may be requested for pre-approval.

Professional leave may be granted to attend workshops, conferences, seminars and visitations . These activities must be directly related to the teacher's present responsibilities and aligned with the District and School Strategic Plan. Prior approval by the building principal and Superintendent is required. All requests should include a description of the course and a completed application form ten (10) days prior to the event.

10. ARTICLE I RECOGNITION - Section D - RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE AND THE SUPERINTENDENT :

Section 1. The Committee is recognized as a public body established under and possessing all those functions and powers granted to it by the Statutes of the Commonwealth of Massachusetts and the rules and regulations of agencies of the Commonwealth.

Section 2. Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent except where such power, right, or responsibility heretofore possessed by the School Committee and/or the Superintendent is specifically limited by an agreement

11. SCHEDULE B - STIPENDS:

B. Workshops salary for conducting or attending workshops whether during the school year or during the summer will be paid according to the following schedule:

- 20-21 Participant.. **\$35.00** per hour
- **21-22 Participant.....\$35.88** per hour
- **22-23 Participant.....\$36.87** per hour
- Participation in curriculum workshops will be voluntary.

The workshop rate will increase by 2.5% in FY 22 and 2.75% in FY23.

Stipend Proposals:

Administrative and Instructional Assistance				
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		2.50%	2.50%	2.75%
	2019-2020	2020-2021	2021-2022	2022-2023
Head Teacher	\$2,200	\$2,255	\$2,311	\$2,375
Team Leader	\$2,400	\$2,460	\$2,522	\$2,591
Elementary Specialist Team Leader	NA	\$1,000	\$1,025	\$1,053
Elementary Special Education Team Leader	NA	\$1,000	\$1,025	\$1,053
Curriculum Specialist (unless otherwise stipended)	\$2,000	\$2,050	\$2,101	\$2,159
Mentor	\$500	\$513	\$525	\$540
Mentor Coordinator	\$1,500	\$1,538	\$1,576	\$1,619

			2.50%	2.75%
	2019-2020	2020-2021	2021-2022	2022-2023
Interscholastic Sports--Head Coach*	\$2,050	\$2,400	\$2,750	\$3,100
Interscholastic Sports--Assistant Coach*	NA	\$1,200	\$1,375	\$1,650
Middle School Coach/Intramural Coach	\$1,050	\$1,100	\$1,128	\$1,159
Elementary Coach	\$1,050	\$1,100	\$1,128	\$1,159
Year Book Advisor	\$1,550	\$1,600	\$1,640	\$1,685
Student Government Advisor	\$1,550	\$1,600	\$1,640	\$1,685
Career Day Advisor	\$800	\$850	\$871	\$895
Math Team Advisor	\$1,050	\$1,100	\$1,128	\$1,159
Literary Magazine	\$1,050	\$1,100	\$1,128	\$1,159
Approved Clubs	\$1,050	\$1,100	\$1,128	\$1,159
Video Club Advisor	\$1,050	\$1,100	\$1,128	\$1,159
Talent Show	\$1,050	\$1,100	\$1,128	\$1,159
Social & Emotional (SEL) Coordinator	\$1,050	\$1,100	\$1,128	\$1,159
Open Circle Coordinator	\$800	\$850	\$871	\$895
Overnight Chaperone	\$125/night			
(after midnight, add another \$125)				
(\$125 weeknights, \$150 weekends)				

*increases are not based on COLA				
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*Increases are not based on COLA				
MUSICAL				
			2.50%	2.75%
	2019-2020	2020-2021*	2021-2022	2022-2023
Director*	\$1,150	\$1,500	\$1,850	\$2,200
Producer*	\$1,150	\$1,500	\$1,850	\$2,200
Technical Director*	\$650	\$900	\$1,150	\$1,400
Choreographer*	\$550	\$800	\$1,050	\$1,300
Music Director	\$550	\$600	\$615	\$632
Choral Director	\$550	\$600	\$615	\$632
Set Designer	\$550	\$600	\$615	\$632
Pianist	\$450	\$500	\$513	\$527
Costumer	\$450	\$500	\$513	\$527
*Increases are not based on COLA				
			2.50%	2.75%
	2019-2020	2020-2021*	2021-2022	2022-2023
Additional music positions				
Big Band Director*	\$1,550	\$1,900	\$2,250	\$2,600
Stage Band Director*	\$1,350	\$1,600	\$1,850	\$2,100
Select Chorus*		\$1,050	\$1,200	\$1,350
G Sharps		\$1,050	\$1,100*	\$1,130
Neary Chorus	\$600	\$650	\$666	\$685
Neary Blues/Jazz Band		\$650	\$666	\$685
4th Grade Band Director	\$550	\$650	\$666	\$685
5th Grade Band Director	\$550	\$650	\$666	\$685
Neary Orchestra	\$600	\$650	\$666	\$685

*Increases are not based on COLA				

12. SCHEDULE C - LONGEVITY PAY

- a. A. Bargaining unit members will receive longevity payments for their years of service to the Southborough School System in accordance with the following schedule **(the following amounts are subject to the salary increase of FY 21 - 2.5%, FY 22 - 2.5%, and FY 23 - 2.75%)**:

	2019-2020	2020-2021 @ 2.5%	2021-2022 @ 2.5%	2022-2023 @ 2.75%
13th year through 15th year	\$500	\$513	\$526	\$540
16th year through 20th year	\$1,150	\$1,179	\$1,208	\$1,241
21st year through 25th year	\$1,250	\$1,281	\$1,313	\$1,349
26th year through 30th year	\$1,350	\$1,383	\$1,418	\$1,457
31st year and beyond	\$1,600	\$1,640	\$1,681	\$1,727

13. ARTICLE VII OPERATIONAL CONDITIONS - FLEXIBLE PROFESSIONAL DEVELOPMENT:

- a. A. School Year 1. The work year for teachers will be one hundred and eighty-five (185) days as scheduled by the School Committee. ~~Scheduled days, which are cancelled, for reasons of an emergency nature will not be considered part of the required days listed above.~~ The teacher work year shall consist of 185 working days to include the day before the start of the student school year, 180 days for instructional purposes, and four (4) days for professional development. A joint committee consisting of an equal number of representatives of the Committee and the Association will make programmatic recommendations to the Superintendent

and Committee regarding the content of the professional development days. **Of the four (4) days for professional development, one (1) of the days will be considered a flexible professional development day. If one (1) of the remaining three professional development days is cancelled due to a school cancellation, that professional development day will then become a second (2) Flexible Professional Development day that year. (See Appendix C for details around Flexible Professional Development.**

- b. Teachers shall not be required to work on Saturdays, Sundays, or Holidays except by mutual agreement between the Association and the Committee.

14. ARTICLE XXVII - PARENTAL LEAVE

C. The parties agree that to qualify for benefits under this Article a teacher who becomes pregnant must notify the Superintendent **and Principal** in writing as soon as possible but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return. Such notification shall provide the Administration with as much opportunity as possible to secure a replacement teacher and insure continuity of assignments.

15. ARTICLE XXIX RETIREMENT INCENTIVE PROGRAM:

Any notice of intent to retire may be withdrawn if your **retirement bonus** is not approved. ~~up until the time approval is received from the Massachusetts Teachers' Retirement Board.~~

16. ARTICLE XXXIV - JOB SHARE

~~It is understood in the application process that only one teacher in a job share is entitled to health insurance. The other teacher must opt out of town provided health insurance for the year and secure that benefit through another source. Should that teacher lose the alternative source of health insurance during the year the individual would be eligible for Cobra with the former insurance provider. The District also has the right to make the position full time should such a situation occur. If the teacher without insurance is unable to continue in the job share arrangement, he or she will not be eligible for the Reduction in Force language during that school year.~~

17. HOUSEKEEPING ISSUES/CONTRACT CLEAN-UP:

Stipends: Change Care Coordinator to **Social and Emotional Learning (SEL) Coordinator**

Section 2. A "Request for Approval Form" and appropriate documentation, which includes course descriptions, must be completed and submitted to **Human Resources** and approved by the Superintendent prior to the start of the coursework.

XXI – Change to: Instructional Materials and in Course approval – section 4 – delete “copy of”

This Memorandum of Agreement is subject to vote and ratification by the Southborough School Committee and the Southborough Teachers Association.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives, this Xth day of X.

For the Committee

DocuSigned by:
keturahi Martin 5/27/2020
Chairperson P112B0D9E73B406...

For the Association

DocuSigned by:
David Finneran 5/27/2020
President 423AE67274AE459...

APPENDIX A**EDUCATORS SALARY SCHEDULES**

Teachers

FY20						
Step	BA	BA+15	MA	MA+18	MA+36/ CAGS	M+60
0	\$48,882	\$50,702	\$52,926	\$54,910	\$56,689	\$59,057
1	\$51,787	\$53,610	\$56,449	\$58,441	\$60,373	\$62,900
2	\$54,693	\$56,517	\$59,971	\$61,971	\$64,057	\$66,741
3	\$57,598	\$59,423	\$63,495	\$65,501	\$67,740	\$70,584
4	\$60,503	\$62,331	\$67,018	\$69,032	\$71,425	\$74,426
5	\$63,407	\$65,238	\$70,542	\$72,561	\$75,107	\$78,268
6	\$66,312	\$68,143	\$74,066	\$76,092	\$78,792	\$82,111
7	\$69,217	\$71,051	\$77,589	\$79,621	\$82,475	\$85,953
8	\$72,123	\$73,958	\$81,112	\$83,152	\$86,159	\$89,795
9	\$75,027	\$76,865	\$84,637	\$86,683	\$89,842	\$93,637
10	\$77,933	\$79,772	\$88,160	\$90,212	\$93,526	\$97,479
11	\$80,838	\$82,679	\$91,683	\$93,743	\$97,210	\$101,323

FY21	2.5%	COLA				
Step	BA	BA+15	MA	MA+18	MA+36/ CAGS	M+60
0	\$50,104	\$51,970	\$54,249	\$56,283	\$58,106	\$60,533
1	\$53,082	\$54,950	\$57,860	\$59,902	\$61,882	\$64,473
2	\$56,060	\$57,930	\$61,470	\$63,520	\$65,658	\$68,410
3	\$59,038	\$60,909	\$65,082	\$67,139	\$69,434	\$72,349
4	\$62,016	\$63,889	\$68,693	\$70,758	\$73,211	\$76,287
5	\$64,992	\$66,869	\$72,306	\$74,375	\$76,985	\$80,225
6	\$67,970	\$69,847	\$75,918	\$77,994	\$80,762	\$84,164
7	\$70,947	\$72,827	\$79,529	\$81,612	\$84,537	\$88,102
8	\$73,926	\$75,807	\$83,140	\$85,231	\$88,313	\$92,040
9	\$76,903	\$78,787	\$86,753	\$88,850	\$92,088	\$95,978
10	\$79,881	\$81,766	\$90,364	\$92,467	\$95,864	\$99,916
11	\$82,859	\$84,746	\$93,975	\$96,087	\$99,640	\$103,856

FY22	2.50%	COLA				
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Step	BA	BA+15	MA	MA+18	MA+36/ CAGS	M+60
0	\$51,357	\$53,269	\$55,605	\$57,690	\$59,559	\$62,047
1	\$54,409	\$56,324	\$59,307	\$61,400	\$63,429	\$66,084
2	\$57,462	\$59,378	\$63,007	\$65,108	\$67,300	\$70,120
3	\$60,514	\$62,431	\$66,709	\$68,817	\$71,169	\$74,157
4	\$63,566	\$65,487	\$70,411	\$72,527	\$75,041	\$78,194
5	\$66,617	\$68,541	\$74,113	\$76,234	\$78,909	\$82,230
6	\$69,669	\$71,593	\$77,816	\$79,944	\$82,781	\$86,268
7	\$72,721	\$74,648	\$81,517	\$83,652	\$86,650	\$90,304
8	\$75,774	\$77,702	\$85,218	\$87,362	\$90,521	\$94,341
9	\$78,825	\$80,756	\$88,922	\$91,071	\$94,390	\$98,377
10	\$81,878	\$83,810	\$92,623	\$94,779	\$98,261	\$102,414
11	\$84,930	\$86,865	\$96,324	\$98,489	\$102,131	\$106,452

FY23	2.75%	COLA				
Step	BA	BA+15	MA	MA+18	MA+36/ CAGS	M+60
0	\$52,769	\$54,734	\$57,135	\$59,276	\$61,197	\$63,753
1	\$55,905	\$57,873	\$60,938	\$63,088	\$65,174	\$67,902
2	\$59,042	\$61,011	\$64,740	\$66,899	\$69,151	\$72,048
3	\$62,178	\$64,148	\$68,544	\$70,709	\$73,126	\$76,197
4	\$65,314	\$67,287	\$72,347	\$74,521	\$77,105	\$80,344
5	\$68,449	\$70,426	\$76,151	\$78,331	\$81,079	\$84,492
6	\$71,585	\$73,562	\$79,956	\$82,143	\$85,057	\$88,640
7	\$74,721	\$76,701	\$83,759	\$85,952	\$89,033	\$92,788
8	\$77,858	\$79,839	\$87,562	\$89,764	\$93,010	\$96,935
9	\$80,993	\$82,977	\$91,367	\$93,576	\$96,986	\$101,083
10	\$84,130	\$86,115	\$95,170	\$97,385	\$100,963	\$105,230
11	\$87,266	\$89,253	\$98,973	\$101,197	\$104,940	\$109,380

TUTORS SALARY SCHEDULES

Tutors

		2.50%	2.50%	2.75%
	2019-20	2020-21	2021-22	2022-23
STEP				
1	\$27.75	\$28.44	\$29.15	\$29.96
2	\$28.84	\$29.56	\$30.30	\$31.13
3	\$29.97	\$30.72	\$31.49	\$32.35
4	\$31.24	\$32.02	\$32.82	\$33.72
5	\$32.42	\$33.23	\$34.06	\$35.00
6	\$33.73	\$34.57	\$35.44	\$36.41
7	\$35.10	\$35.98	\$36.88	\$37.89
8	\$36.64	\$37.56	\$38.49	\$39.55

APPENDIX CFLEXIBLE PROFESSIONAL DEVELOPMENT

The six (6) hours of on or off campus PD may be fulfilled in a variety of ways. Staff may submit and take part in professional partnerships, conduct and lead PD opportunities within the district, attend PD opportunities that occur after the school day has ended, throughout the school year beyond the school day, attend participate in webinars, recommend and participate with guest speakers, develop participate in topical professional learning communities (PLC's), and participate in virtual learning offerings that may be offered by the district. Staff may submit requests for PD proposals consistent with our more traditional scheduling of professional development. For teachers, the PD for these (6) hours must occur after the school day ends.

The parties believe this model provides for maximum flexibility and fluidity, professional and administrative ownership, and personalized and meaningful teaching and learning experiences for all participants. The use of these six (6) hours will be designed in collaboration with the principal and professional development/building staff with feedback from the Professional Development Committee.

The Professional Development Committee (PDC) includes two representatives from each of the K-8 schools and four representatives from Algonquin. The PDC is responsible for assisting in the development of site-based and District parameters, including but not limited to documentation, procedures and scheduling. Each member of the PDC will

receive a stipend of \$35.00 per hour in FY21 (this will be adjusted each year in accordance with the participant stipend) as defined by contract. Additional members may be added to accommodate both District and site based professional development planning.