

WACHUSETT REGIONAL SCHOOL DISTRICT

HOLDEN ♦ PAXTON ♦ PRINCETON ♦ RUTLAND ♦ STERLING

Minutes

Monday, March 26, 2018

Executive Session

Media Center  
Wachusett Regional High School  
1401 Main Street, Holden

*Wachusett Regional School District Committee*

Kenneth Mills, Chair	Matthew Lavoie
Christina Smith, Vice-chair	Amy Michalowski
Scott Brown	Jon Edward Novak
Thomas Curran	Michael Rivers
Harriet Fradellos	Asima Silva
Stephen Godbout	Robin Van Liew
Susan Hitchcock	Megan Weeks
Robert Imber	Charles Witkes
Sarah LaMountain (7:04 PM)	Adam Young

*Committee Members Absent:*

Michael Dennis	Benjamin Mitchel
Lauren Maldonado	

*Committee Members Participating Remotely:*

Linda Long Bellil

*Administration Present:*

Darryll McCall, Superintendent  
Robert Berlo, Deputy Superintendent  
Joseph Scanlon, Director of Business and Finance  
Jeff Carlson, Director of Human Resources  
Rebecca Petersen, Executive Secretary to the Superintendent

*Others:*

Joseph Bartulis, District Counsel

Chair Mills called the executive session to order at 6:36 PM and announced Member Long-Bellil would be participating remotely and all votes will be by roll call.

Chair Mills turned the meeting over to Legal Affairs Subcommittee Chair Hitchcock.

Subcommittee Chair Hitchcock called members' attention to the Memorandum of Agreement between the Wachusett Regional School District and the Wachusett Regional Education Association, Inc. (attachment 1). Subcommittee Chair Hitchcock reported the WREA had ratified the Memorandum of Agreement on March 21, 2018. Subcommittee Chair Hitchcock explained there are two contract periods, a one year agreement, July 1, 2017 – June 30, 2018, and the second for a three year period, July 1, 2018 – June 30, 2021. Subcommittee Chair Hitchcock gave a brief overview and explanation of the proposed changes to the contract with this bargaining unit. Attorney Bartulis spoke about new language under Article 8 (Grievance Procedure), Section D (Formal Procedure), Level Three: School Committee, which caused Member Lavoie to ask questions about the School Committee's ability to appoint a subcommittee specifically to address an employee grievance, referencing WRSDC By-Laws.

At the conclusion of Subcommittee Chair Hitchcock's review, members were given the opportunity to ask questions. Attorney Bartulis was also available to answer questions.

Two typographical errors (page 6, "proscribed" to be corrected to "prescribed") were noted and will be corrected.

Member Imber asked for clarification about language in Article 19 around personal days. Attorney Bartulis explained.

Member Novak suggested that in advance of the next round of negotiations with the WREA, input from all members of the School Committee be sought, and including language around entering grades in PowerSchool (when, how often, etc.) might be something to add to a future contract. Member Novak also recommended that when negotiating with the WREA next, the School Committee/the negotiating team be mindful of school start/dismissal times to be sure school schedules will be in compliance with contract language and that District administration could have the flexibility of editing school start/dismissal times moving forward.

7:04 PM Member LaMountain joined the meeting.

Two new sections to the contract were brought forward for discussion: Article 14, new Section A, paragraph 2 (page 7 of the Draft MOA) and a new article – Climate, Culture, and Morale (page 9 of the Draft MOA), and discussion ensued. Member Lavoie voiced his inability to support the Memorandum of Agreement due to policy review language contained in the two sections referenced above, stating his opinion that the School Committee cannot be "told" how/when to amend policies. The phrases "shall modify" and "will modify" in the two sections referenced raised questions and concerns with other members as well.

Member Imber asked Attorney Bartulis his opinion of what could be considered harassment aside from sexual harassment.

At Chair Mills' inquiry, Attorney Bartulis confirmed the School Committee would need to vote to ratify or vote to not ratify all language in the MOA. The Committee cannot vote on just parts/sections of the MOA. Attorney Bartulis further explained that if the full School Committee does not take action on this date to ratify the Memorandum of Agreement, then the WREA will be informed of the School Committee's action and the Committee's reason(s) for not supporting the MOA. Legal Affairs Subcommittee Chair Hitchcock encouraged all members to support this MOA.

Much discussion continued, with many members participating in the discussions.

Chair Mills explained that, following this executive session and the review and discussions about the contract proposal, the full School Committee will be asked to vote approval of this contract in open session.

Upon conclusion of discussions about the proposed MOA with the WREA, Chair Mills asked Subcommittee Chair Hitchcock if she had any updates to report about negotiations with the nurses, the ABA PAs, or the paraprofessional bargaining units. Subcommittee Chair Hitchcock is hopeful negotiations with the three bargaining units are coming to conclusion.

Motion: To adjourn executive session, to return to public session

(S. Hitchcock)  
(J. E. Novak)

Roll call vote:

*In favor:*

Kenneth Mills  
Christina Smith  
Scott Brown  
Thomas Curran  
Harriet Fradellos  
Stephen Godbout  
Susan Hitchcock  
Robert Imber  
Sarah LaMountain  
Matthew Lavoie  
Linda Long-Bellil  
Amy Michalowski  
Jon Edward Novak  
Michael Rivers  
Asima Silva  
Robin Van Liew  
Megan Weeks  
Charles Witkes  
Adam Young

*Opposed:*  
None

The motion was approved unanimously.

The executive session adjourned at 7:32 PM.

Respectfully submitted,

Darryll McCall, Ed.D.  
Superintendent of Schools

DM:rlp

Attachments:

- Attachment 1 – Draft MOA WREA

MEMORANDUM OF AGREEMENT  
between the  
WACHUSETT REGIONAL SCHOOL DISTRICT COMMITTEE  
and the  
WACHUSETT REGIONAL EDUCATION ASSOCIATION, INC.

This MEMORANDUM OF AGREEMENT is entered into by and between the Wachusett Regional School District Committee ("Committee") and the Wachusett Regional Education Association, Inc. ("Association").

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2015, through and including June 30, 2017; and,

WHEREAS, the duly authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and,

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to successor agreements for the period of July 1, 2017, through and including June 30, 2018 and July 1, 2018, through and including June 30, 2021;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows for the successor agreement for the period July 1, 2017, through and including June 30, 2018:

1. Article 27 – Longevity and Salary, Section B: Modify as follows:

B. Longevity

Add longevity steps of ~~\$600~~ **\$850** at the beginning of the 16th and 22nd ~~year~~ and ~~\$1,000~~ **\$1,250** at the beginning of the 30th year of service for those teachers who were teaching within the District or in another district, employed prior to June 20, 1997. Those teachers employed after June 20, 1997: add longevity steps of ~~\$600~~ **\$850** at the beginning of the 16th and 22nd ~~year~~ and ~~\$1,000~~ **\$1,250** at the beginning of the 30th year of service to the District.

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

2. Modify the Salary Grid by the following increase:

2017-2018: 1%

AND THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows for the successor agreement for the period July 1, 2018, through and including June 30, 2021:

1. Modify Article 8, Section D as follows:

D. Formal Procedure

Level One: Principal

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

Level Two: Superintendent

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

**Level Three: School Committee**

1. **The School Committee may designate a subcommittee to hear grievances in accordance with the process set forth below. The subcommittee shall have the authority to settle all grievances with the Association that are heard at Level 3 of the grievance procedures in this agreement.**

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

Level ~~Four~~ Three Arbitration

1. If the grievant is not satisfied with the decision of the ~~Superintendent~~ School Committee or the ~~Superintendent~~ School Committee has rendered no decision, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration by notifying the School Committee ~~Superintendent~~ in writing of its desire to have the grievance arbitrated.
  2. The Association may submit the grievance to the American Arbitration Association to be arbitrated in accordance with its current rules.
  3. The decision of the arbitrator shall be final and binding.
  4. The arbitrator's decision shall be submitted within thirty (30) days from the date of the hearing completion.
  5. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses.
  6. The arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any of this Agreement.
2. Article 9 – Reduction in Force; Replace Paragraph A with the following:
- A. In the event it becomes necessary for the Administration to reduce the number of employees in the bargaining unit because of financial limitations, decrease in pupil enrollment, changes in curriculum, or reorganization, the procedures set forth in the Article will govern the layoff and recall of employees who are affected by such reduction.

- B. Teachers with less than three (3) years of experience are not covered by the reduction in force language. Notification of non-renewal shall take place not later than June 15 of the year prior to the start of the school year in which the reduction will take place.
- C. No teacher with professional status shall be laid off if there is a non-professional status teacher whose position such teacher with professional status is qualified to fill. Qualified shall mean certified by the Department of Elementary and Secondary Education.
- D. For the purposes of complying with M.G.L. 71, s. 42 as amended by St. 2012, c. 131, s.3 and as these new statutory amendments are effective September 1, 2016, if layoffs are determined to be necessary by the Superintendent, they shall be conducted in the following manner:

Teachers with Non Professional Teacher Status and those with less than three (3) years of experience in the district shall be non-renewed before any teachers with Professional teacher Status.

Prior to implementing a lay off or Reduction in Force, the Superintendent shall:

- Meet and discuss its intentions with the Association.
- Meet with affected employee(s) and a union representative chosen by the employee to discuss how the decision was made.

Layoffs shall be conducted within targeted disciplines based on the teacher's job performance and the best interest of the students. A targeted discipline for the purpose of this section is the area of certification in which members are teaching and for which a layoff is contemplated. A teacher's job performance and the best interest of the students shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. Summative ratings of Proficient and Exemplary are considered equal and valued the highest. As such, teachers with such ratings shall be more qualified than teachers with a summative rating of "Needs Improvement," who, in turn, shall be considered more qualified than the teachers with a summative rating of "Unsatisfactory." If two or more teachers are considered equally qualified, the least senior teacher(s) shall be displaced based on seniority.

The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline, but not to exceed six (6) years and excluding the most recent summative evaluation that is to be determined for the year of the reduction. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

A teacher with PTS, with a proficient or exemplary summative rating, reached for lay-off in a specific discipline may bump the least senior teacher in another discipline for which the senior teacher is qualified using the criteria established above.



The Parties agree that should M.G.L. 71, s. 42 as amended by St. 2012, c. 131, s.3 be repealed or otherwise change, the language in this section reverts to the prior language contained in the 2015 – 2017 CBA.

3. Article 12 - Provisions for the School Year and Calendar

Modify Paragraph A as follows:

- A. The ~~teacher~~ work year **for bargaining unit members** shall consist of 183 workdays to include 180 teaching days, one (1) staff orientation day, and ~~two (2)~~ staff development days.

Modify Paragraph F as follows:

- F. Newly hired members of the bargaining unit who are placed on the salary schedule and who have not gained professional status shall work ~~three (3) five (5)~~ days prior to the start of school, and an additional fifteen (15) hours of after-school orientation, instruction, and training in their first year; ~~two (2) four (4)~~ days prior to the start of school as well as ten (10) hours of after-school orientation, instruction, and training during their second school year.
1. The orientation/training days that take place before the start of the school year may be scheduled consecutively up to 10 business days before the first day of school for students. Orientation/training will be appropriate to the position of the newly hired employee.
  2. These days shall not be scheduled during the traditional recesses in the school year calendar.

Modify Paragraph G as follows:

- G. The regular work year for Physical Therapists and Occupational Therapists shall be one hundred eighty-three (183) days.
1. In the event that occupational therapy services are needed beyond the school year, the Superintendent shall make all reasonable efforts to contract for hours with Certified Occupational Therapy Assistants (COTAs). If these efforts do not yield sufficient coverage, the Superintendent shall designate the number of days and hours necessary to provide the services and shall communicate the same to the WREA President and the Occupational Therapists one week prior to the last day of the school year. Such days and hours shall not exceed one hundred eight (108) hours per therapist. The Occupational Therapists shall, within seven (7) days, report to the Superintendent a schedule to cover the designated time. If the Occupational Therapists, individually or in the aggregate, desire more summer hours than are available, then the WREA President and the Superintendent shall determine how to equitably divide the summer hours based upon such factors as seniority and prior summer service.

In the event that Occupational Therapists fail to provide the report within seven (7) days or do not provide sufficient coverage, then the Superintendent may mandate the Occupational Therapists to cover the time in a manner proscribed by the Superintendent after consulting with the WREA President. All summer hours shall be compensated at the member's regular per diem WREA hourly rate or forty-five dollars per hour (\$45.00/hr), whichever is greater.

2. In the event that District requires the services of a Physical Therapist beyond the school year, the Superintendent shall designate the number of days and hours necessary to provide the services and shall communicate the same to the WREA President and the Physical Therapists one week prior to the last day of the school year. Such days and hours shall not exceed seventy-two (72) hours per therapist. The Physical Therapists shall, within seven (7) days, report to the Superintendent a schedule to cover the designated time. If the Physical Therapists, individually or in the aggregate, desire more summer hours than are available, then the WREA President and the Superintendent shall determine how to equitably divide the summer hours based upon such factors as seniority and prior summer service. In the event that Physical Therapists fail to provide the report within seven (7) days or do not provide sufficient coverage, then the Superintendent may mandate the Physical Therapists to cover the time in a manner proscribed by the Superintendent after consulting with the WREA President. All summer hours shall be compensated at the member's regular per diem WREA hourly rate or forty-five dollars per hour (\$45.00/hr), whichever is greater.

3. In the event that that the district requests the services of a Speech Language Pathologist beyond the school year, the Superintendent shall request volunteers from currently employed SLPs currently employed within the district. In the event that a currently employed SLP accepts the work beyond the school year, the member shall be compensated at their regular per diem hourly rate or forty-five dollars per hour (\$45.00/hr), whichever is greater.

4. Other working conditions pertaining to summer recess shall remain intact.

5. Itinerant service providers shall not be assigned duties.

4. Article 13 – Provisions for the School and Work Day;

Modify Paragraph D.1.a as follows:

a. Grades (PreK-8): Bargaining unit members will have one (1) duty-free preparation period of not less than forty-five (45) minutes each workday.

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

5. Article 13 – Provisions for the School and Work Day;  
Modify Paragraph E.4 as follows:

For the purpose of special education meetings, 504 meetings, REAP meetings and administratively scheduled parent meetings, the District may use no more than **eight (8)** ~~ten (10)~~ bargaining unit member preparation periods throughout the course of the school year and/or not more than **four (4)** ~~five (5)~~ meetings before or after the workday **not to exceed a total of twelve (12) meetings in any one school year**. Meetings to be held before or after the workday must be contiguous with the workday and bargaining unit members will not be required to attend a meeting before or after school for more than one (1) hour for any one meeting. Any additional meetings would occur during the workday and would require the District to provide coverage for the bargaining unit member.

6. Article 14 – Working Conditions

Insert new Section A, paragraph 2 (renumber remaining paragraphs) with the following:

2. The School Committee shall modify School Committee Policy 3510 to include a report by the Superintendent to be presented at open session of the School Committee during the months of November and March of each school year. This report shall include a listing of classrooms that are in excess of the recommended policy and the staffing requirements that would be required to bring the class room into compliance with the policy. School Committee Policy 3510 shall be modified and approved by the School Committee on or before September 1, 2018.

7. Article 16 – Staff Development Planning; Replace Paragraph A with the following:

- A. The Professional Development Committee will be comprised of three (3) members of the WREA, appointed by the President, and up to three (3) members designated by the Superintendent of Schools. The committee will meet monthly to review the current professional development activities within the district, review participant feedback and to make recommendations. Additionally, the committee shall be given the opportunity to review and provide feedback on the annual program of professional development opportunities for the following school year and will categorize the PDPs for each district-sponsored professional development activity offered. It is understood by both parties that this program will be included in the Superintendent's Report to the School Committee.

8. Article 19 – Provisions for Leave, Section A: Modify as follows:

A. Sick Leave

1. A member of the bargaining unit with non-professional status shall earn sick leave at the rate of one and two tenths (1.2) days per month of employment; such annual accrual shall be capped at twelve (12) days per year **and a member may carryover a maximum of cumulative to one hundred eighty (180) days each school year**.

2. Any member of the bargaining unit with professional status shall earn sick leave at the rate of one and one half (1.5) days per month of employment; such annual accrual shall be capped at

(15) days per year and a member may carryover a maximum of ~~cumulative to~~ one hundred eighty (180) days each school year.

9. Article 19 – Provisions for Leave; Modify Section B as follows:

1. All members of the bargaining unit shall be entitled to three (3) personal days per year, for the purpose of conducting personal business that must be conducted during regular work hours, two (2) days of which can be used consecutively for reasons such as weddings and graduations that require travel. Personal days require the prior approval of the Superintendent or designee and are at full pay. The District reserves its right to make requests regarding the use of personal time by Association members when adherence to the definition of personal time is in question. ~~The use of personal days is not intended to extend a holiday or vacation period. Such requests will require administrative review.~~

2. In cases of emergency, the notice requirement may be waived at the discretion of the District. The District shall reply to said requests promptly.

3. Bargaining unit members' unused personal days shall be converted to unused sick days and be added to the members' total sick day accrual at the end of the school year. Bargaining unit members may carryover one (1) unused personal day per year with a cap of four (4) personal days allowed.

4. The following list of reasons for personal days is considered examples acceptable by the District **but is not considered exhaustive**: family medical appointment, legal matters, graduations, funerals, personal real estate transactions, and estate or inheritance transactions.

~~5. The District shall determine a prorated baseline for the use of personal leave use by averaging the personal time used by WREA members for the school years ending June 30 of 2005, 2006 and 2007. If the prorated amount of personal days exceeds 110% of this baseline at the end of a school year, the Superintendent shall inform the President of the WREA of such circumstance. If the personal day usage for the subsequent year, as calculated at the end of the year, is not at or below 100% of the established baseline, the WREA and the WRSD agree to renegotiate this arrangement. Failure to reach an amicable agreement would result in personal leave language reverting to that which was in place during the 2008/2009 school year.~~

10. Article 19 – Provisions for Leave, Section K: Modify as follows:

K. Sick Bank Leave

3. Membership in this bank shall be voluntary. Each member shall make an initial non-returnable contribution of two (2) sick days effective on the first pay period of the sixth year of employment.

4. If the bank's total number of accumulated days falls below five hundred (500), members shall contribute one (1) day each year until the balance of days in the bank exceeds five hundred

~~(500). every successive year until the member has contributed a total of five (5) sick days, as deemed necessary by the Sick Leave Bank Committee.~~

~~5. Any sick day contributions made to the bank will be permanently deducted from the Member's sick day total (i.e., a member who donates five (5) days would have a sick leave cap of one hundred seventy-five (175) days permanently). (Renumber remaining sections)~~

**11. Article 27 – Longevity and Salary, Section C: Modify as follows:**

**C. The ABA classroom teacher will work a longer day and a longer school year.**

**The work year will be 209 ~~213~~ days for PreK-8.**

**The work year will be 205 days for high school.**

**The work day will be seven hours and thirty five minutes.**

**The ABA classroom teacher will not work during regularly scheduled school vacations. The teacher will work during the a four day, seven week extended year program with two additional preparation days.**

**The teacher will have at least two full weeks of recess during the summer, one week before the start of the extended year and one after the conclusion of the extended year. The ABA teacher will receive a differential of 26.7% ~~27.9%~~. All ABA teachers will receive a total of five (5) personal days.**

**11. Modify the Salary Grids by the following increases:**

2018-2019: 2%

2019-2020: 2%

2020-2021: 2%

**12. New Article - Climate, Culture and Morale**

The Wachusett Regional School Committee will modify any and all applicable School Committee Policies, including but not limited to Policy 6438, to ensure that staff will be included as a target/victim. These policies shall be modified and approved on or before December 31, 2018.

**13. Mutually Agreed Upon Changed to Educator Evaluation Instrument as of December 15, 2017.**

\_\_\_\_\_  
Darryll McCall, Ed.D., Superintendent of Schools

Date: \_\_\_\_\_

\_\_\_\_\_  
Kenneth Mills, Chair, Wachusett Regional School District Committee

Date: \_\_\_\_\_

\_\_\_\_\_  
Heidi Lahey, Union President

Date: \_\_\_\_\_