

**AGREEMENT**

**BETWEEN**

**THE WINCHESTER SCHOOL COMMITTEE**

**and**

**THE WINCHESTER EDUCATION ASSOCIATION**

**for**

2019-2022

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## **PREFACE**

Pursuant to the provisions of Chapter 150E of the laws of the Commonwealth of Massachusetts, this AGREEMENT is made and entered into by the WINCHESTER SCHOOL COMMITTEE (hereinafter referred to as the "COMMITTEE") and the WINCHESTER EDUCATION ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

### **ARTICLE 1** **Recognition**

- A. The COMMITTEE recognizes the ASSOCIATION for the purpose of collective bargaining with respect to wages, hours, conditions of employment, the negotiating of collective bargaining agreements, and any questions arising hereunder as the exclusive bargaining agent and representative of all classroom teachers, department heads, guidance and adjustment counselors, directors, specialists, and special education instructors, librarians, social workers, school psychologists, English Language Learners teachers, Instructional Technology Specialists and school nurses; but excluding the Superintendent, Principals and Assistant Principals, Director of Pupil Services, Assistant Superintendent for Curriculum and Instruction, Director of Finance, and other major Central Office Personnel, teacher assistants, per diem substitutes, home tutors, educational support personnel, Athletic Director, and all other employees of the Town of Winchester.

In the event that the COMMITTEE creates a new position not listed above, or substantially changes the duties of one of those positions excluded above, it shall immediately notify the ASSOCIATION of the change, and the ASSOCIATION shall have the right to negotiate with the COMMITTEE concerning the placement of the new or changed position in the bargaining unit.

- B. The designation "teacher" shall refer to all unit members.
- C. The parties to this AGREEMENT will not discriminate against any teacher because of race, creed, color, religion, nationality, sex, age or marital status, or by reason of the teacher's membership or participation in the ASSOCIATION. In addition, a teacher will be entitled to full rights of citizenship and, no religious or political activity of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. Inappropriate forms of communication, including but not limited to bullying, demeaning, sarcastic or unprofessional comments with/to a staff member will not be tolerated. In addition, no administrator shall demean, bully, reprimand or otherwise speak about a personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum.

**ARTICLE 2**  
**Scope of Agreement**

- A. The COMMITTEE and the ASSOCIATION agree to carry out the commitments contained herein and gives them full force and effect as contractual obligation. The COMMITTEE will amend its Rules and Regulations and/or policy statements and take such other action as may be necessary in order to give full force and effect to the provisions of this AGREEMENT.
- B. The rights and benefits, duties and responsibilities of teachers provided herein are in addition to those provided by regulation of the COMMITTEE in existence on the effective date of this AGREEMENT.
- C. If any provision of the AGREEMENT or application of this AGREEMENT to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, 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 will continue in full force and effect for the duration of this AGREEMENT.

**ARTICLE 3**  
**Grievance Procedure**

A. Definitions

- 1. The following definitions shall apply to this article:
  - a. Except as provided in paragraph E-4 of this article, a "grievance" shall mean a complaint by a teacher that as to him/her there has been a violation, misinterpretation or misapplications of this AGREEMENT.
  - b. Except as provided in paragraph E-4 of this article, a "grievant" shall mean a teacher with a grievance.
  - c. "Days" shall mean calendar days exclusive of Saturdays, Sundays and legal holidays.

B. Purpose

- 1. The purpose of this procedure is to secure prompt and equitable solutions to grievances, which may from time to time arise. All grievances will be handled as provided in this article.
- 2. The parties desire that grievance proceedings hereunder be kept as informal and confidential as may be appropriate for the particular procedural level involved. It is also the desire of all parties that grievances be resolved at the lowest possible level and in the most expeditious manner possible.

C. Procedure

All grievances must be initially submitted within twenty (20) school days from the day on which the event or condition occurred, or from the day when the grievant should reasonably have known of the event or condition, which caused the grievance.

All grievances shall be processed in accordance with the following procedure:

1. Level One - School Principal

A grievant shall first discuss his/her grievance with his/her Principal, either alone or with a representative of the ASSOCIATION, with the objective of resolving the matter informally. If the grievant is not directly responsible to an individual Principal, she/he shall discuss the grievance with his/her immediate supervisor. A grievance submitted in accordance with paragraph E-4 of this article shall also be discussed, if submitted at Level One, by the grievant and the appropriate Principal or supervisor.

2. Level Two - Superintendent of Schools

- a. If the grievance is not resolved to the satisfaction of the grievant within four (4) days after presentation at Level One, the grievant may, within four (4) more days, submit a written statement of the grievance to the Superintendent. If the grievant wishes, a representative of the ASSOCIATION may attend the meeting with the Superintendent or his/her designee concerning the grievance.
- b. Within five (5) days after receipt of the written grievance by the Superintendent, she/he or his/her designee shall meet with the grievant (and also with a representative of the ASSOCIATION, if the grievant so wishes) for the purpose of considering the grievance. The Superintendent or designee shall, within six (6) days after the conclusion of this meeting, render his/her decision in writing to the grievant. A copy shall also be sent to the ASSOCIATION whether or not a representative of the ASSOCIATION was present at such meeting.

3. Level Three - School Committee

If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may, within five (5) days after the date the Superintendent's or his/her designee's decision is due at Level Two, submit a written statement of the grievance to the COMMITTEE. Within ten (10) days after receipt of the grievant's written statement of the grievance, the COMMITTEE or its designated representative or representatives shall meet to consider the grievance with the grievant and also with representatives of the ASSOCIATION, who may be observers or, at the request of the grievant, participants. The COMMITTEE shall render its decision in writing to the grievant, with a copy to the ASSOCIATION, within seven (7) days after the

conclusion of such meeting.

4. Level Four - Arbitration

- a. If the grievance is not resolved to the satisfaction of the grievant in Level Three, the ASSOCIATION may, within fifteen (15) days after the date the decision by the COMMITTEE is due in Level Three, file a written request for arbitration of the grievance with the American Arbitration Association. The request shall contain a statement of the grievance, which shall be identical to the written statement of the grievance filed with the COMMITTEE under Level Three. Any arbitration hereunder shall be initiated and conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules.
- b. No grievance shall be subject to arbitration unless the grievance, as stated in the request for arbitration filed with the American Arbitration Association, claims a violation, misinterpretation or misapplication of this AGREEMENT. The decision of the Superintendent as to the selection, retention, or election to grant professional status to a teacher shall not be subject to arbitration.
- c. The function of the arbitrator shall be to determine the interpretation and application of this AGREEMENT. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power or authority to make, any decision that violates or which would alter, add to, detract from, or modify the terms of this AGREEMENT. No arbitrator shall have the power or authority (1) to make any decision, which is inconsistent with applicable law, or (2) to make any award retroactive, beyond fifteen (15) days prior to (a) the date on which the grievance was first discussed at Level One, or (b) if Level One was by-passed, the date on which the grievance was first submitted at a subsequent level.
- d. Unless the parties otherwise agree, (1) each grievance shall be processed separately in any arbitration proceedings hereunder; (2) the hearings before the arbitrator shall be held on weekdays between 4:30 P.M. and 10:00 P.M.; and (3) attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives of the grievant, the ASSOCIATION, the COMMITTEE and school administration.
- e. The arbitrator's decision shall be in writing and shall set forth his/her reasons for the results reached. Copies of the decision shall be furnished to the COMMITTEE and the ASSOCIATION. The decision of the arbitrator, if within the scope of his/her power and authority under this AGREEMENT, shall be final and binding upon the parties.
- f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator

and the American Arbitration Association shall be shared equally by the ASSOCIATION and the COMMITTEE.

D. Time Limits

1. The time limits specified by this article for the various steps of the grievance and arbitration procedure are maximum limits. If the grievant or the ASSOCIATION fails to process a grievance to the next procedural level within the time specified, the grievance shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.
2. Any time limits applicable to Level Two may be extended by a written agreement signed by (1) the Superintendent or his/her designee, and (2) the grievant. Any time limits applicable to Level Three may be extended by a written agreement signed by (1) the Chairman of the COMMITTEE or his/her designee and (2) the grievant.

E. Miscellaneous

1. Each written statement of a grievance at Level Two and Level Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events on which the grievance is based, including the date of their occurrence, and (2) an explanation of how the grievance is related to this AGREEMENT.
2. The written decision at Level Two and Level Three shall set forth the reasons for the decision.
3. The grievant and the ASSOCIATION shall each have the right to be represented by a person or persons of his/her or its own choosing.
4. If a grievance affects a group or class of teachers, the ASSOCIATION may submit the grievance and the processing of the grievance will be commenced at either Level One or Level Two, at the ASSOCIATION'S option. For purposes of this paragraph E-4 (1) "grievance" shall mean a complaint by the ASSOCIATION that as to a designated group or class of teachers there has been a violation, misinterpretation or misapplication of this AGREEMENT, and (2) "grievant", with respect to such a grievance shall mean the ASSOCIATION. The written statement of such a grievance at Levels Two and Three shall be submitted by the ASSOCIATION and shall contain an explanation as to how the grievance affects the designated group or class of teachers.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. Provided the COMMITTEE and the ASSOCIATION agree, by written agreement signed by the Chairman of the COMMITTEE or his/her designee and the President of the ASSOCIATION or his/her designee, a grievance affecting a group or class of

teachers may be commenced at Level Three.

7. No censure of any kind will be made by the COMMITTEE or the school administration against any teacher because of his/her participation in the grievance procedure.
8. The ASSOCIATION or any employee covered by this AGREEMENT understands that it is unlawful to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of any service by said ASSOCIATION or any employee.

#### **ARTICLE 4** **Compensation**

- A. The annual salaries of all persons covered by this AGREEMENT are set forth in Appendix A, which is attached hereto and made a part thereof.
- B. Every teacher employed by the Winchester Public Schools during the term of this AGREEMENT shall be placed on the respective Salary Schedule at the step appropriate for his/her degree, course status and years of experience. When the Superintendent is seeking to hire a teacher for a difficult to fill position and the Superintendent finds it necessary she/he may hire such teacher at a step level no more than 5 steps above such teacher's degree, credits, and/or years of teaching experience. The Superintendent may hire up to and including two (2) such teachers per fiscal year. The Superintendent will notify the Association President when this Article 4.B is to be used.
- C. Every teacher required to participate in or conduct special courses, workshops, or orientations outside his/her professional work year shall receive additional compensation therefore at his/her regular daily rate or portion thereof.
  1. A teacher's daily rate shall be 1/185th of his/her annual salary.
- D. Salary payments to all teachers will be made bi-weekly. Payday will be on Wednesday during the school year. The District may provide teachers with electronic pay advices in lieu of paper advices/paystubs that will indicate gross bi-weekly payment and all salary deductions made there from.
  1. Annually, teachers may elect payment under either of the following plans. (Once a teacher elects a payment plan, it will be assumed that he/she desires to continue on that plan in the succeeding year unless he/she notified the Superintendent or his/her designee of the desire to change):
    - a. A twenty-six-payment plan with lump sum balance in last check in June.
    - b. A twenty-one-payment plan with bi-weekly payments over the ten months of the school year. To exercise this option, the teacher shall give written notice to the Business Office on or before July 1st in order that the plan may become

effective the following September.

- E. All teachers shall receive their pay through direct deposit. (Each teacher who has not been receiving his/her pay through direct deposit shall provide the required signed authorization forms to facilitate direct deposit to the District's payroll office). The District will assist a teacher who has a documented hardship in establishing direct deposit.
- F. Advancement in salary and or salary step up to the stated maximums shall be made upon recommendations by the Principal and approval of the Superintendent. Such advancement shall be based upon a continued high standard of performance and/or demonstrated improvement in efficiency of service.
  - 1. Any teacher, whose work or professional preparation is adjudged unsatisfactory, may be retained at the same salary for the succeeding year by the Principal and with the approval of the Superintendent. Where such action is taken, the teacher shall receive an explanation in writing before April 15. If and when a teacher who has been judged unsatisfactory is determined to be satisfactory, he/she will be put on his/her appropriate step on the salary guide but will not be entitled to any compensation lost during the time he/she was judged to be unsatisfactory.
- G. A part-time teacher's employment and compensation shall be calculated in the following manner:
  - 1. At the high school and middle school, on the basis of a five (5) period teaching day.
  - 2. At the elementary level, as a percentage of the five and one half hour work day, exclusive of lunch.
  - 3. As a teacher at both the middle / high school and elementary level, as a percentage of the elementary five and one-half hour work day, exclusive of lunch.
  - 4. As a specialist at a level, on the basis used for part-time teachers at that level.
- H. A part-time teacher shall receive credit as though s/he has been a full teacher for the purposes of calculating longevity payment credit.
- I. When there is an absent unit member and utilizing the substitute list does not result in a substitute, substitute work will next be offered to part-time teachers. Such money shall be paid as part of the regular paycheck in recognition of their additional teaching responsibilities.
  - 1. Elementary teachers who are required to lose preparation time shall be compensated for that time at the rate of twenty-five dollars (\$25) an hour or portion thereof for every occurrence.
  - 2. Reasonable efforts will be made to hire a qualified substitute school nurse at a

competitive wage whenever a school nurse is absent from her/his school.

- J. A teacher who agrees to teach an additional class shall be compensated at the rate of twenty percent (20%) of his/her salary for the additional class. If a teacher who agrees to teach another class has a teaching schedule other than five classes, the WEA and the WSC shall determine the additional compensation rate due the teacher. The teacher shall be assigned duties.
- K. Winchester Enhanced Longevity
  - 1. Professional staff members with 20 (twenty) completed years of service in Winchester may elect longevity payment of \$3,000 per year for three, consecutive years that follow acceptance under this provision. Longevity payments specified in Appendix A-2 Section C.5 and any sick leave buy back specified in Article IX Sec. F will cease upon acceptance under this provision.
  - 2. The notice of intent to elect enhanced longevity should be given to the Superintendent by December 1 for payments to commence the following September 1. Notice of intent is for budgetary purposes.
  - 3. Unit members who are thinking of participating are advised to check MTRS pension regulations.

**ARTICLE 5**  
**Conditions of Professional Service**

A. Definitions

- 1. "Instructional day" shall mean the period during each day on which pupils are required to attend school, commencing with the time by which pupils must be present and ending with the time of general pupil dismissal. The "Instructional day" shall include recess and lunch periods and the like. (It is recognized that, with respect to any school, a substantial number of pupils may be assigned a commencement and termination time different from such times applicable to the other pupils.)
- 2. "Professional work day" shall mean the period during each day when teachers may be required to be present in school pursuant to the terms of this AGREEMENT.
- 3. "School day" shall mean any day during which students are in attendance.
- 4. "Instructional year" shall mean the number of days in each twelve month period on which pupils are required to attend school.
- 5. "Professional work year" shall mean the number of days in each twelve-month period on which teachers are required to be present at school for the performance of their assigned tasks.

B. Instructional Day and Year

The length of the instructional day and of the instructional year, the starting and ending time of the instructional day, the length of instructional periods and the starting and ending days of the instructional year are matters entirely within the discretion of the COMMITTEE.

C. Professional Work Day and Year

1. The professional workday for secondary staff shall begin no earlier than 8:10 A.M. and end not later than 4:25 P.M. The professional workday for elementary staff shall begin no earlier than 7:50 A.M. and end not later than 4:05 P.M. Secondary teachers shall not be required to instruct and/or supervise pupils for more than 6 hours and 7 minutes from start to finish, excluding lunch but including preparation time. Elementary teachers shall not be required to instruct and/or supervise pupils for more than 5 hours and 40 minutes from start to finish, excluding lunch but including preparation time. Full time nurses shall have a six and one half hour day, inclusive of lunch. Part time nurses shall have the option of a fifteen-minute duty free break or a thirty-minute lunch of which lunchtime of fifteen minutes shall count toward their assigned hours. If the student schedule at the high school necessitates additional nursing coverage, the nurse providing coverage will be compensated at his/her regular rate.
2. The lunch periods for teachers will coincide with the lunch period for students. Nurses will be entitled to a lunch break as part of their workday. It is recognized that this lunch may not fall within the regular frame of lunch within a school if the nurse is engaged in medical duties.
3. The Superintendent or a principal may require a teacher to be present, before or after the instructional day, within the professional day, with reasonable frequency and notice. A secondary teacher shall be in his/her building for at least eight (8) minutes before the commencement of and ten (10) minutes after the end of the instructional day performing educationally-related duties and shall be in his/her classroom supervising students five (5) minutes before the commencement of the instructional day. An elementary teacher shall be in his/her building for at least five (5) minutes before the commencement of and ten (10) minutes after the end of the instructional day performing educationally-related duties and shall be in his/her classroom supervising students five (5) minutes before the commencement of the instructional day. Teachers may be required to serve on bus duty on a rotating and equitable basis within the ten (10) minutes after the instructional day. After the ten minutes immediately following the instructional day elapses, the COMMITTEE will refrain from assigning bus duty to teachers.
4. In addition to the requirements set forth in paragraph C.3, above, a teacher shall be in his/her classroom or building for as much time before or after the instructional day as

he/she in his/her professional judgment, determines is necessary to provide adequately for his/her programs and students.

5. The professional work year, except for new teachers, shall consist of one hundred eighty-five days (185); one day for orientation, one hundred eighty days (180) for instruction, three full days for professional development, and the 185<sup>th</sup> day will be teacher directed with no students. On the 185<sup>th</sup> day, provided all professional responsibilities, as defined by the building administrator are completed, the teacher can choose to work an entire day or two half days to equal one full day on dates that their building is open, an administrator is present, and school is not in session.

The school year shall begin not earlier than the first Tuesday after Labor Day and terminate no later than June 30, except when Labor Day falls on September 5 through September 7, when school may begin on the last Monday in August.

New teachers shall be present for two full plus one half (2 ½) additional orientation days as established by the Superintendent by the last week prior to the beginning of the professional work year.

6. If instructional days are lost because of school cancellation, teachers will be required to serve as many days as are necessary to provide one hundred eighty (180) instructional days.
7. Teachers shall be permitted and encouraged to work in their classrooms or buildings prior to the opening of school for as many hours as the buildings are open, and may leave at the end of the instructional year as soon as the individual teacher and his/her principal determine that all professional responsibilities have been fulfilled.
8. Each guidance counselor, including the Guidance Director, shall work three (3) additional workdays prior to the beginning of the school year and three (3) additional days at the end of the school year at his/her per diem rate of pay. Unless otherwise agreed mutually upon between the counselor and the Guidance Director and approved by the Superintendent of Schools, the days shall be contiguous to beginning and the end of the work year.
9. Students dropped off in advance of the teacher workday and/or not picked up at the end of the day are the responsibility of the principal or a paid monitor.
10. During the 2019-2020 work year, representative groups will convene at the elementary, middle, and high school levels to consider changes to the schedule that will reflect developmentally appropriate practices, attention to social and emotional needs, and professional collaboration, including: embedding preparation and teacher driven collaboration in the teacher day. The representative groups will also discuss the use of release days. The representative groups will make recommendations regarding proposed schedule changes to the building principal based on the consensus of the group.

11. In place of the required third monthly meeting teachers will engage in self-directed collaboration time. Such time shall be scheduled by members of the collaboration group. The content shall be approved by the building principal in consultation with the Department Head, as applicable. When planning the self-directed collaboration topics teachers should be mindful that professional development points are issued in 10 PDP increments per topic.

D. School Calendar

1. The ASSOCIATION shall be consulted on the preparation of the school calendar.
2. The COMMITTEE reserves the right to schedule released time and examination schedules, except as provided in this article.

E. Teaching Assignments

1. Secondary

- a. Middle School teachers shall be assigned not more than thirty periods per week. In any event, each teacher shall have at least one period each day for preparation. Teachers with more than twenty-five (25) instructional periods per week will not be assigned to more than a total of thirty (30) instructional and non-instructional periods.
- b. No Middle School teacher shall be assigned more than twenty-five (25) instructional periods per week.
- c. High School teachers shall not be assigned more than thirty periods per week. In any event each teacher shall have at least one period each day for preparation.
- d. No High School teacher shall be assigned more than twenty-five (25) instructional periods per week with the exception of physical education teachers who shall have twenty-eight (28) periods per week.
- e. High School teachers will be available during certain non-assigned periods in their departmental areas as determined by the director, coordinator or principal.
- f. Under normal circumstances, an academic teacher in the secondary schools will have a schedule requiring no more than three (3) different courses. If a teacher is required to teach more than three (3) different courses, then he/she will be assigned no non-instructional duties.

- g. Secondary special education co-teachers with learning center responsibilities will co-teach with no more than two general education teachers.

2. Half-days

Half days during the school year may be scheduled at the discretion of the School Committee/Administration. These days will be spent in endeavors consistent with the regulations and memoranda of the Department of Education, Commonwealth of Massachusetts. An additional half-day will be scheduled on the day before Thanksgiving. Elementary conference days will be scheduled by the Administration for three (3) half-days in the fall and three (3) half-days in the spring.

A. Beginning of School

On the first day of School, elementary K-5 will have a half-day schedule. All other grades will follow the regular schedule.

On the second day of school, kindergarten will have a half-day schedule. All other grades will follow the regular schedule.

B. Conference Days

- Elementary: The District will schedule for grades Pre-K-5, early release days for the purpose of parent teacher conferences. These half days will take place one day per week for three consecutive weeks in the Fall and the Spring.
- Middle School: For grades 6-8, the District will schedule conferences one time per year, four half days consecutively in January.

3. Elementary

- a. The COMMITTEE agrees to allow elementary teachers to engage in class preparation, as currently practiced, when they are relieved by the itinerant special subject teacher. The COMMITTEE will make every effort to provide special subject matter substitutes when the regular special subject teacher is absent. However if there are no special substitute teachers available the COMMITTEE will make every effort to provide a regular substitute teacher to cover for the special subject teacher who is absent.
- b. Every effort will be made to provide all teachers assigned to the elementary level including pre-school teachers with no less than 170 minutes per week of preparation time based on a five-day week with the goal of no teacher having no more than one preparation period per day. In addition to preparation time, any teacher required to travel on the same day between buildings shall be allotted thirty (30) minutes travel time.



3. There will be adequate supplies and storage for supplies and the teacher's personal materials on each floor within a building for teachers who travel from one teaching station and/or classroom to another. Teachers will not be responsible for carrying or distributing supplies/student materials from one building to another.

H. Meetings

1. Meetings will be scheduled no more than three times per month. Unit members shall be provided with notice of meetings at least one calendar week in advance of the meeting and an agenda at least forty-eight hours in advance of the meeting. An exception shall be made both to the number of meetings monthly and the requirement for advance notice in the event a circumstance of an emergency nature requires that staff be informed of an event or issues emanating from the event in order to handle the situation.
2. The last day of the school year shall be for the use of the unit member in his/her area or classroom. The principal may call a meeting on the 182<sup>nd</sup> day of up to one hour in length.

- I. If issues relating to "swing space" arise which are not covered by this Agreement, the Superintendent will notify the Association President and the parties will commence negotiations.

J. Part-time Teachers

1. A part-time teacher's responsibilities shall be scheduled consecutively within the school day and, wherever possible, consecutively within the work week.
2. All part-time teachers shall have a pro-rated share of duties, preparation time, and other responsibilities. S/he shall be available outside his/her assignment time for student help.

- K. If teachers request to job share, the WEA and the WSC will negotiate the terms and conditions of job sharing.

L. Elementary Specialist

The principal will seek the input of specialists in his/her building when developing the annual schedule.

M. Flexible Work Schedule

- a. For the term of this contract, the Committee and the Association agree to implement the following Flexible Work Schedule ("FWS") option for teachers providing specialized services to students. The parties agree that any amendments to the FWS will be considered with input from staff, especially the affected teachers, through a joint advisory committee

consisting of two representatives appointed by the WEA and two representatives appointed by the Superintendent.

- b. On an annual basis, by mutual agreement of the teacher and Principal, a teacher's work day may begin earlier or end later than the schedule listed above, given that the total professional work day will be equivalent of that of other like teachers. All positions requiring a flexible schedule will be posted and assignment to these positions will be voluntary. Teachers with flexible schedules are expected to attend all scheduled after school meetings except when excused by permission of the building principal.
- c. Individual teachers who elect to participate in a flextime schedule shall do so strictly on a voluntary basis. Flex Time opportunities shall be made available to teachers on a voluntary basis through in-house posting. In filling flextime postings, consideration shall be given to a teacher's certification, area of competence, quality of teaching performance, record and length of service in the Winchester Public School System.
- d. An individual's participation or nonparticipation in the flex program shall not adversely affect his/her evaluation or result in discipline, reassignment or transfer.
- e. Every effort will be made to have an administrator or designated professional and a custodian on duty (at each building) during the hours that instruction is scheduled to take place as an extension of regular school hours (whether before the beginning or after the end of the regular school day(s) that occur due to flexible scheduling.

## **ARTICLE 6**

### **Special Education & Co-Teaching**

#### **Definition**

Co-teaching is the instructional arrangement in which two or more licensed teachers are assigned to act in a teaching capacity to deliver core instruction along with specialized instruction, as needed, to a diverse group of students in a single space. Co-teaching partnerships require educators to make joint instructional decisions and share responsibility and accountability for all student learning.

- A. Every effort will be made to schedule all Special Education Team related meetings during the instructional day for all teachers not covered by Appendix A-3, B-1.
- B. The Committee shall provide in-service courses, as needed, for teachers responsible for implementing the educational plans for special needs children.
- C. The Committee shall provide training opportunities on inclusion issues and opportunities for teachers involved in co-teaching to meet and discuss best practices.
- D. In addition to preparation time defined in Article V, the Committee shall make every effort to provide guaranteed common planning time specifically designated for facilitating the joint

planning by co-teachers and the staff working with inclusion students. When IEP meetings displace common planning time for co-teachers, common planning time will be replaced within a reasonable time period, generally within two school weeks.

- E. The committee shall provide planning time to co-teaching teams outside the school day and before or during the school year with compensation at the curriculum rate, up to a maximum 10 hours.
- F. Every effort will be made to provide resources and to distribute workloads equitably so that special educators have sufficient time to complete their duties.
- G. If a special educator or co-teacher believes that his or her workload is excessive, he or she may request a meeting with his or her principal. In the event that the principal and the special educator/co-teacher determine that the workload is excessive, they will discuss options to address the educator's workload. These options include, but are not limited to, temporary relief from non-teaching duties, release time in the professional day and/or professional assistance to complete mandated requirements.
- H. When a special education co-teacher is absent, every effort will be made to provide additional resources to the co-teaching classroom.
- I. When principals assign co-teachers, every effort will be made to ask for volunteers first.
- J. Every effort will be made to provide co-teaching teams with a schedule that aligns prep periods.
- K. Every effort shall be made to avoid assigning co-teachers responsibilities that divert from planning or instructional co-teach times.

**ARTICLE 7**  
**Deductions**

- A. The COMMITTEE, whenever authorized by any teacher in writing, shall provide that payroll deductions on behalf of such teachers shall be made every payday and paid over in accordance with such authorization for any or all of the following purposes:
  - 1. Professional dues
  - 2. Premiums under the Employee's Group Insurance Program.
  - 3. Premiums under annuity contract.
  - 4. Payments to the Winchester Municipal Federal Credit Union.
  - 5. Premiums for an Income Protection Insurance Plan.

- 6. Medical and flexible spending plans.
- B. Teacher authorizations and the procedure for ASSOCIATION dues deduction shall be as follows:
  - 1. Authorization form:

**AUTHORIZATION FOR PAYROLL DEDUCTION  
ASSOCIATION DUES**

I hereby authorize the Winchester School Committee to deduct annually the current dues of my local, state and national teacher associations.

The specific amount of the current dues of each Association shall be certified to the Committee by my local Treasurer on or before September fifteenth of each year.

The deductions shall be made in accordance with the agreement between the Winchester Education Association and the Winchester School Committee.

The Treasurer of the Town of Winchester shall transmit the dues to the Winchester Education Association Treasurer who shall be bonded.

I understand that I must give at least sixty days' notice to the Committee to withdraw this authorization for a subsequent school year.

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Teacher's Signature

- 2. The ASSOCIATION will certify to the Committee in writing the current rate of its membership dues at least thirty (30) days prior to the effective date of such change.
- 3. Dues deductions will be made in equal installments from each bi-weekly check during the months October through May during the school year. The COMMITTEE will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the preparation of the payroll from which the deductions are to be made.
- 4. The amounts so deducted shall be paid to the Treasurer of the ASSOCIATION monthly. A town check mailed or otherwise delivered payable to said Treasurer, shall be a complete discharge of the contractual obligation of the COMMITTEE and the Town and there is no obligation to look to the application of the proceeds.
- C. Pursuant to MGL Chapter 150E, Section 12 it shall be a condition of employment that on or

after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every non-dues paying member of the bargaining unit shall pay to the Association an Agency Fee, which shall be proportionately commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17.00: Agency Service Fee. The Agency Fee shall be deducted from each paycheck pursuant to payroll authorization.

**ARTICLE 8**  
**Non-Teaching Duties**

- A. The COMMITTEE and the ASSOCIATION acknowledge that a teacher's primary responsibility is to teach and that his/her professional qualifications are best utilized in the conduct of teaching duties. The COMMITTEE and the ASSOCIATION also recognize, however, that a certain number of non-teaching duties exist.
- B. The COMMITTEE agrees that to the extent possible, clerical aides and paraprofessionals will be provided to perform non-teaching duties for teachers. The COMMITTEE or its designees may request teachers to perform these duties on a voluntary or on a stipend basis.
- C. The COMMITTEE agrees that teachers will not be required to supervise High School and Middle School cafeterias and lavatories. Non-teaching duties shall be assigned among all teachers in a building on a rotating roster basis. The non-teaching duties currently assigned are:

Elementary: recess and afternoon bus duty

Middle School: study halls, homerooms, team meetings, and departmental meetings

High School: academic block, homeroom and corridor supervision

When a teacher at the secondary level is assigned to cover a class for a teacher who is absent, that is considered to be a study hall assignment.

- D. The ASSOCIATION and COMMITTEE agree that the enumerating of attendance and the grading of students are integral parts of the teacher function; at the same time, they agree that the keeping of registers and the posting of other records will be performed by non-teaching personnel.
- E. It is agreed that, while it is necessary on occasion for teachers to collect money for non-educational purposes, teachers will not be required to tabulate or account for such money.
- F. The COMMITTEE agrees, within the space limitations with which it is confronted, that suitable office and working space will be provided for teachers.

- G. Teachers will not be required to drive pupils to activities, which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their Principal or immediate supervisor.

**ARTICLE 9**  
**Sick Leave**

- A. Each teacher will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not he/she reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
  - 1. Each teacher shall receive annual notice of his/her accrued sick leave no later than October 1 of each year.
- B. All personnel working beyond the professional work year as defined in Article V, Section C. 5 of this AGREEMENT shall be entitled, in addition to sick leave provided in Section A. 1 of this Article, to one sick leave day for each four-week period worked beyond said teacher work year. Unused sick leave credited to the teacher under this section shall be added to the teacher's accrued sick leave.
- C. Full leave with pay for five (5) consecutive days quarantine only or as prescribed by the Board of Health will be given in addition to sick leave.
- D. The COMMITTEE may, as it deems necessary, require confirmation of the reasons for sick leave absence.
- E. At the commencement of each professional work year, the COMMITTEE shall establish a fund of days to be called Sick Leave Bank. The Sick Leave Bank shall have in it one hundred eighty-three (183) days, which days shall be available to any teacher qualifying therefore who, because of illness or injury, has exhausted his/her own such leave both current and accumulated, provided that the Sick Bank shall be available only to teachers who have completed one year of service.
  - 1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six members. Three members who are members of the School Committee or school administration shall be designated by the COMMITTEE, and three members who are teachers shall be designated by the ASSOCIATION. The Sick Leave Bank Committee shall satisfy itself that the teacher in question has suffered or continues to suffer a prolonged illness or a prolonged disability arising from injury or illness and that said teacher has exhausted or is about to exhaust his/her own sick leave benefits.
  - 2. Any unused days remaining in the Sick Leave Bank at the end of the professional work year shall not accumulate from year to year.

3. The award of any days from the Sick Leave Bank shall require a majority vote of the whole committee. The award by the committee of any such days shall not be subject to the grievance or arbitration provisions of this AGREEMENT.

F. Sick Leave Buyback

1. In recognition of service to the Town of Winchester, any unit member who will have completed twenty (20) years of service in Winchester by the time s/he retires shall be paid twenty-five dollars (\$25) per day for any number of sick days beyond the first one hundred (100) days of their accumulated sick leave. In order to qualify for this payment, the teacher must notify the Superintendent by December 1st of each year, of his/her intent to retire at the conclusion of that school year.
2. The notice requirement of this section is intended for budgetary considerations and may be waived at the discretion of the Superintendent in any case where an unanticipated illness, accident, disability or life event causes the teacher to retire or apply for benefits under the provisions of the requisite retirement act or appropriate statute.
3. In the event of the death of a member of the unit eligible for this benefit, the teacher's estate will be paid this benefit.

G. Family Medical Leave Act

The Family Medical Leave Act (FMLA) is herein incorporated by reference and a synopsis of the Act for information purposes only as contained in Appendix E.

H. Workers' Compensation

When a member of the unit is absent from work because of an injury that is compensable under the Workers' Compensation Act, the unit member will be able to use his/her own accumulated sick leave and the sick leave bank to maintain full salary. Days so used will be calculated on a pro rata basis. When the unit member is absent because of a personal injury not due to his/her own negligence, received by him/her as a result of an assault or battery incurred during the course of his/her employment, the Committee shall grant personal injury leave under the provisions of Article XVII, Teacher Protection, and there shall be no deduction of sick days.

**ARTICLE 10**  
**Leaves of Absence With Pay**

- A. Each teacher will be entitled to, in addition to Sick Leave provided for in Article IX of this AGREEMENT, the following temporary leaves of absence with pay each school year:
  1. Three days leave of absence for the observation of religious holidays which require his/her absence from work. The teacher will be required to give one week's notice to

the building principal.

2. Two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, which will be beneficial to the teacher and the school system. The teacher will be required to seek approval from the principal at least one week prior to the leave. Upon mutual agreement with the principal or director, the teacher may submit a written report with respect to each such leave taken. Additional days may be given at the discretion of the building principal. The teacher shall also be entitled to use any unused personal days as provided in C. 1. of this Article.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, or by subpoena of the court.
4. Up to five (5) days will be granted for each absence because of the death of 1) a teacher's spouse, child, son-in-law, daughter-in-law, sibling, parent or of 2) another member of the immediate household or of 3) an individual who has a relationship to the teacher substantially like that of those mentioned above. Teachers may be granted additional days at the discretion of the Superintendent.
5. Up to five (5) sick days may be used for each illness requiring bedside, medical, parental or household attention by the teacher of 1) a teacher's spouse, child, son-in-law, daughter-in-law, sibling or parent or of 2) another member of the immediate household or of 3) an individual who has a relationship to the teacher substantially like that of those mentioned above. Teachers may be granted additional days not deducted from sick leave at the discretion of the Superintendent.
6. Time necessary to attend a teacher's Selective Service examination, physical examination, or any other tests required of the teacher by the United States Government.

B. Military Leave

1. Each member covered by this AGREEMENT who is a member of a state or national military component shall be entitled to up to the number of days allowed by statute each school year to serve with said military component. Pay for such leave shall be the difference between the salary of the teacher under this AGREEMENT for the period of such leave and the pay and allowance which he/she receives from such active duty service as evidenced by pay voucher submitted as a prerequisite for the receipt of pay from the Winchester Public Schools.
2. If a teacher's attendance at an academic institute is required by the institute prior to the end of a teacher's work year, he/she shall be released up to one week prior to the closing date of the work year without loss of pay, at the discretion of the building Principal.

C. Personal Leave

1. In each school year each teacher:

- a. will be entitled to two (2) days leave of absence with pay for personal or business matters,
- b. will be entitled to accumulate up to six (6) personal leave days over four school years

(Teachers who have more than six (6) personal days accumulated prior to September 1, 2016, will have their additional personal days “grandfathered” for future use. Such teachers will not receive additional personal days on September 1<sup>st</sup> until such time as their accumulated personal days are below six (6) on September 1<sup>st</sup>.)

- c. if the teacher did not use the full number of days of such leave to which she/he were entitled in the previous school years, she/he may use such unused leave days during the current school year; and
- d. the teacher shall be able to use any personal days for professional development, i.e. attending meetings or conferences of an educational nature; provided, however, that in no event shall any teacher be entitled under C. 1. to use more than a total of six (6) “personal” days leave of absence for personal, business or professional development matters during any school year.

2. Requests for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and the teacher will not be required to state the reason for taking such leave other than he/she is taking it under this section. The parties agree that such leave must be taken for important personal, professional development or business reasons and not as vacations or recreation.

3. Personal days shall not be allowed on the day immediately before or immediately after a holiday and/or vacation except in an emergency or in extenuating circumstances. If a teacher requests emergency or extenuating circumstances personal leave under this specific paragraph, the teacher will provide the Superintendent with the reason for such leave.

**ARTICLE 11**  
**Leaves of Absence Without Pay**

A. The COMMITTEE agrees that one professional status teacher designated by the ASSOCIATION will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the COMMITTEE during the leave. The period of time spent on such leave shall not be counted as service for the purpose of advancement on the salary schedule.

- B. A leave of absence without pay of up to two years will be granted to any professional status teacher who joins the Peace Corps, Vista, Massachusetts Teachers Corps or serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave a teacher will be considered as if he/she were actively employed by the COMMITTEE during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leave will be granted for term of induction or original enlistment to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four years.
- D. Parental Leave
1. The COMMITTEE and the ASSOCIATION recognize that the provisions of Section 105d of Chapter 149 of the General Laws of Massachusetts (“Massachusetts Maternity Leave Act” or “MMLA”) provide statutory rights concerning maternity leave to certain teachers and that the Family and Medical Leave Act also provides parental leave for certain eligible employees.
  2. A leave of absence without pay will be granted to a teacher who has completed 90 days of employment for the purpose of adoption or birth of a child, subject to the following conditions.
    - a. The teacher must notify the Superintendent in writing, with as much advance notice as possible, that he/she will require a leave of absence for childbirth or adoption, specifying the dates requested for the beginning and end of the leave. The notification shall be provided at least eight weeks before the leave is to begin.
    - b. The length of leave may extend through the end of the school year during which the birth or adoption occurs and, at a maximum, through the end of the next school year. (For example, if the birth or adoption takes place on March 1, the leave may extend through the end of that school year, plus one additional school year.)
  3. A teacher who is pregnant or on leave due to child birth and who is physically unable to work because of disability related to the pregnancy or birth may, while school is in session, use her accumulated personal sick leave to cover those days when she is disabled and unable to work. A mother is presumed to be disabled and unable to work for the first eight weeks following childbirth. The Superintendent may require the teacher to submit adequate medical evidence for any other period of disability. In addition, if the Superintendent or the Principal questions the fitness of the teacher to return to her position, he/she may require the production of adequate medical evidence and/or examination by a physician mutually agreed upon by the

COMMITTEE and the teacher prior to the teacher's return.

4. Any professional status teacher who has accepted a child as part of adoption procedures may use his/her accumulated personal sick leave, up to 40 days, to cover those days when he/she attends to the adoption of his/her child. The Superintendent may require the teacher to submit adequate evidence for the period necessary to attend to the adoption.
5. If a teacher does not return to his/her employment at the scheduled end of his/her parental leave, his/her employment will be terminated. A teacher on parental leave who wishes to extend the leave beyond that originally scheduled during the current school year must seek approval from the Superintendent for such extension at least five weeks prior to the originally scheduled return date. A teacher on parental leave who wishes to extend the leave beyond that originally scheduled into the next school year must seek approval from the Superintendent for such extension no later than May 1. A failure to do so will allow the Superintendent to terminate said teacher's employment.
6. During all unpaid portions of parental leave, the teacher will not accrue benefits or pay increments. However, at the time of return, all benefits to which a teacher was entitled at the time a parental leave commenced, including unused, accumulated sick leave, will be restored to the teacher upon his/her return, and the teacher will be assigned to the same or comparable position held at the time the leave commenced.
7. Parental Leave for Non-Birth Parent

A teacher who is eligible for leave pursuant to Massachusetts General Laws, chapter 149 section 105D, as the non-birth parent shall be eligible to use up to and including five (5) accrued sick leave days for the birth of his/her child in addition to any leave such teacher may be eligible for under Article 10.A. 5. and/or personal leave. Such teacher shall provide at least two (2) weeks' notice to the Director of Personnel of the anticipated date of departure.
- E. A leave of absence without pay or increment of up to one year will be granted to a professional status teacher for the purpose of caring for a sick member of the professional status teacher's immediate family. Additional leave may be granted at the discretion of the COMMITTEE.
- F. The COMMITTEE will grant a leave of absence without pay or increment of up to four (4) years to any professional status teacher to campaign for, or serve in a major public office.
- G. A professional status teacher will be granted a leave of absence without pay or increment for up to one year for personal health reasons. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- H. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence. Requests for such leave will be supported by appropriate and acceptable

medical evidence.

- I. A leave of absence of one year may be granted to any professional status teacher not eligible for Sabbatical Leave as provided for in Article XII of this AGREEMENT, for the purpose of engaging in study or a work program related to his/her professional responsibilities. An additional year may be granted at the discretion of the COMMITTEE. Written notification of intent to seek such leave of absence must be filed with the Superintendent by no later than April 1 of the school year immediately prior to the intended leave, with final notice being filed, as stated above, no later than June 30 of the aforementioned school year. Upon return from such leave without pay or increment, a teacher may, upon the recommendation of the Superintendent and at the discretion of the COMMITTEE, receive salary credit.
- J. Other leaves of absence without pay may be granted by the COMMITTEE.
- K. All benefits to which a teacher is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.
- L. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.
- M. Teachers on leave of absence without pay or increment will give written notice to the Superintendent of Schools by March 1 of their intent to return the following September.
- N. Nothing in this Article shall be construed so as to preclude any non-professional status teacher from applying for or the COMMITTEE from granting any leaves to which a professional status teacher is entitled.

**ARTICLE 12**  
**Sabbatical Leave**

- A. The COMMITTEE may grant sabbatical leave for up to five teachers with professional status for study or research, subject to the following conditions:
  - 1. Teachers applying for such leave must have completed at least seven consecutive years of satisfactory service in the Winchester Schools since their employment or last sabbatical leave, to commence the following September.
  - 2. Teachers who receive such sabbatical leave shall be granted full pay for one year, or full pay for one-half year.
- B. The president of the ASSOCIATION (or his/her designee) shall notify the Superintendent of Schools prior to December 1 as to how many teachers intend to apply for sabbatical leave to commence the following September.

1. Application for sabbatical leave, commencing in September, shall be submitted in writing to the Superintendent of Schools on or before March 1 and action must be taken on all such requests no later than April 1 of the school year preceding the September for which the sabbatical leave is requested. Reasons for rejection of an application for sabbatical leave shall be given to the applicant in writing upon the request of the applicant.
  2. Such application shall include, but not necessarily be limited to, information concerning the nature of the sabbatical leave, its purpose, duration, location, the role that teacher will play in any program for which the leave is taken, the relationship to any academic or non-academic institution, the anticipated results of the leave, and the educational benefits, which will accrue to the teacher and to the Winchester Public Schools.
- C. Upon his/her return from sabbatical leave, a teacher will submit to the Superintendent of Schools a written report as required by the Superintendent with respect to such leave taken.
- D. Each teacher on sabbatical leave shall receive from the COMMITTEE all the related fringe benefits, which he/she would have received if he/she had remained on active duty.
- E. Prior to the granting of a sabbatical leave, a teacher shall enter into a written agreement with the COMMITTEE that if his/her application is approved and he/she receives sabbatical leave, he/she will, upon expiration of such leave, either return to the Winchester School Department and serve therein for a period twice the length of the leave granted, or refund to the Town that proportion of the salary paid him/her while on leave that the unexpired period of agreed service bears to the total period of such service. In cases of death, incapacitating illness, or other circumstances beyond the control of the individual as approved by the COMMITTEE, the teacher's liability for repayment is cancelled.
- F. Upon his/her return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would be on had he/she remained actively employed in the system, and all benefits to which he/she was entitled at the commencement of the leave, including accumulated unused sick leave, shall be restored to him/her; and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.

**ARTICLE 13**  
**Reductions In Force**

Subject to the provisions of this AGREEMENT, the COMMITTEE retains the right to determine the number of teaching positions and other professional positions that are needed in the school system and also retains the right to determine the employees to be laid off and recalled.

- A. A teacher on professional status shall not be laid off if there is a non-professional status teacher whose position the teacher on professional status is qualified to fill.
- B. In determining the order in which teachers shall be laid off within the separate groups of

professional status and non-professional status teachers, the Superintendent shall consider only the following factors in laying off teachers within a discipline:

1. Professional training as evidenced by column placement on the salary schedule
2. Experience within a discipline
3. History of teaching performance provided, however, that no distinction shall be made between the overall performance ratings of proficient and exemplary
4. Reasonable needs of the school system
5. Best interests of the students in the school or district

C. When the foregoing factors are, in the judgment of the Superintendent substantially equal, seniority shall be used as a tie-breaker within the discipline.

D. Seniority is defined as length of service in bargaining unit from the first day for which compensation is received. Authorized leaves of absence will not break continuity for seniority purposes. Time spent on authorized leaves of absence with pay will accrue towards seniority credit and will also accrue towards experience credit in the discipline. Time spent on authorized leaves of absence without pay will not accrue towards seniority credit; and will not accrue towards experience within the discipline except in cases where the time spent is engaged in teaching in his/her discipline. Part-time teachers will earn seniority credit and experience in a discipline credit on a pro-rata basis. However, kindergarten teachers will earn the above credit as if they were full-time teachers.

E. For purposes of this Article, discipline categories shall include:

1. K-6
2. Secondary English
- 2a. 6-8 English
3. Secondary Math
- 3a. 6-8 Math
4. Secondary Science
- 4a. 6-8 Science
5. Secondary Social Studies
- 5a. 6-8 Social Studies
6. Secondary Languages
- 6a. 6-8 Language
7. Business and Computer Education
8. K-12 Art
9. K-12 Music
10. Health and Physical Education
11. K-12 counselors, counselor/psychologists and psychologists
12. Special Needs Specialists, Special Needs Teachers, Social Workers, Resource Room Teachers
13. Library Media Specialist

14. K-12 Reading
15. Technology
16. Family and Consumer Science
17. Speech and Language
18. Computer Science
19. School Nurse
20. Pre-K – 2
21. ESL Teacher

- F. No reduction in force shall take effect on other than the first day of a school year.
- G. Teachers who are on layoff shall for twenty (20) months after the effective day of layoff be placed on a recall list and shall be given absolute preference for any vacancy or new position that they are qualified to fill. During the recall period, teachers who have been laid off shall be given absolute preference on the substitute list if they so desire.
- H. Teachers who have been laid off shall, during their recall period, be notified in writing by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open positions in the system, which they may be qualified to fill. A copy of the recall notice from the Superintendent will also be sent to the WEA President.
1. Failure to accept an offer of employment or to respond to an offer within ten days of the receipt of the offer for any such suitable position shall terminate the teacher's recall rights. If there is more than one teacher with recall rights when an open position is to be filled, then the order of recall within disciplines shall be the reverse of the order of layoff.
  2. When a position within a particular discipline becomes available, and there is no one on the recall list who was laid off from said discipline, then a teacher on the recall list shall be given absolute preference for said position for which they are qualified.
  3. Teachers with recall rights shall be offered part-time positions, but refusal to accept a part-time position shall not affect recall rights. If the first teacher on the recall list accepts a part-time position, and subsequently a full-time position becomes available through expansion of the part-time position or otherwise, then he/she shall have the first right to the full-time position. If the part-time position is filled by any other teacher, and if the part-time position expands, said teacher may keep said expanded part-time position. But if a different full time position becomes available, then said position will be filled by the recall list.
- I. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule that is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers carry over only the accumulated sick leave and personal leave days that were credited to them at the time of their last day of teaching prior to being laid off.

- J. The Superintendent shall make every effort to notify any teacher who is to be effected by a reduction in force by May 15, but in any event no later than no of the school year preceding the school year in which the reduction is to be effected. If the budget is completed earlier than June 15, teachers will be notified in a timely manner.
- K. By November 1 of each school year, the Superintendent shall publish the seniority list. The list shall be posted in each school in the staff room and a copy shall be sent to the Association President. If a teacher or the Association believes there is a mistake, s/he has sixty (60) days to file an objection with the Superintendent and the President of the Association. If the Superintendent and the President of the Association cannot resolve the objection, the matter shall be sent to expedite arbitration through the AAA.

**ARTICLE 14**  
**Teacher Assignment**

- A. At least one week prior to the end of the instructional year, every teacher will be notified of his/her program for the following school year, including the school or schools to which he/she will be assigned, the grades, and/or subjects he/she will teach, any special or unusual classes he/she will have, and the approximate number of students to be assigned.
- B. Teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except by mutual consent.
- C. Each teacher required to use his/her automobile in the performance of his/her assignment will receive eighteen (18) cents per actual odometer mile for all such driving which is approved in advance by an administrator. In addition, such a teacher who is a full-time staff member will receive a \$75 stipend. An automobile allowance of \$75 per Director and \$50 per Coordinator shall be given for in-town and local travel.
- D. Teacher Schedules
  - 1. The Superintendent has the responsibility of determining the teacher's schedule.
  - 2. Every teacher who wishes will be given the opportunity to be consulted by his/her appropriate supervisor on the determination of his/her schedule prior to the development of the schedule.
  - 3. Under normal circumstances, every teacher will be informed of his/her teaching schedule for the next school year prior to the close of schools in June. If the foregoing condition is not met because of unusual circumstances, the teacher's schedule will be mailed to him/her as early as possible. In the event of a change, reasons for said change will be given to the teacher as early as possible.
- E. Teacher assignment will be made without regard to race, creed, color, religion, nationality, sex, age, sexual orientation or marital status.

- F. The Superintendent has the right to make reassignments in September if unforeseeable circumstances are such that reassignments are necessary.

**ARTICLE 15**  
**Vacancies, Transfers and Promotions**

- A. Whenever any vacancy in a professional position occurs or is known to be forthcoming, which vacancy is to be filled in any fashion, it will be posted on the Winchester Public School Distribution list and on SchoolSpring or an equivalent site by means of a vacancy notice which shall clearly set forth the qualifications for the position, its duties, the rate of compensation, the work year and other relevant criteria. All postings referenced in this Article will be executed in this manner.
1. If the vacancy that is to be filled in any fashion occurs or is anticipated during the school year, the vacancy notice will be posted prior to the end of the school year, within a reasonable period of time in advance of the appointment. In any case, the notice shall be posted for a minimum of seven (7) days prior to the deadline for application.
  2. If a vacancy occurs, which is to be filled in any fashion after the close of school in June, the vacancy notice will be posted at least fifteen (15) days prior to the deadline for applications. If a vacancy occurs after August 15 because of a resignation or death, the notice time limit shall be adjusted to allow the Superintendent to make an appointment prior to the opening of school and in addition must be sent to all teachers who applied in writing for a transfer.
  3. If a vacancy occurs within the school year and the Superintendent determines to fill the position for the balance of the school year, the position will be reopened and posted for the following school year. Such posting will occur by May 15.
  4. Should the COMMITTEE change any of the major qualifications, the principle duties, the rate of compensation, or the work year for any vacancy already posted, then the vacancy notice shall be re-posted pursuant to this Article. The COMMITTEE will notify the President of the ASSOCIATION of any changes in job qualifications for positions currently posted.
- B. All qualified teachers represented by the Association shall be given adequate opportunity to make application and shall be granted an interview for all vacancies in professional positions.
1. In filling non-promotional vacancies, all qualified teachers represented by the Association will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due consideration to:
    - the professional background and attainments of all applications
    - the length of time each has been in the school system
    - certification

- evaluations
- recommendations
- experience

In filling such positions, if in the judgment of the Superintendent, the foregoing factors are substantially equal, a currently employed teacher shall be assigned to the position in preference to a new employee.

2. In filling any promotional vacancy, qualified applicants represented by the ASSOCIATION (including those on layoff and within the recall period) shall be given equal consideration with all other applicants.
  3. Appointments will be made as soon as possible after the deadline for applications.
- C. Notification of summer appointments shall be made prior to May 15. Notification will be made administratively to those applicants who do not receive such appointments.
- D. The criteria established in Sections A and B of this Article shall apply to summer positions and Federal programs.
- E. The Association and the Committee recognize the need for an order of personnel decisions. Therefore, actions will adhere to a proscribed sequence.
1. RIF'd (reduction in force) personnel with rights under Article XII will be placed in positions prior to transfers, new hires and other personnel placements within the system.
  2. Subsequent to personnel actions required by Section 1 herein, personnel shall be placed in accordance with the provisions of Article XV, Section J. (formerly Section I): Special Provision for School Closing and/or Reduced Number of Positions in Schools.
  3. Subsequent to any personnel action(s) that occur under the provisions of Sections 1 and 2 herein, voluntary requests will then be honored.
- F. Although the COMMITTEE and the ASSOCIATION recognize that frequent transfer of teachers is disruptive to the educational process, they also recognize some transfers of teachers from one school to another are unavoidable, and in making teacher assignments, the interests and aspiration of teachers must be considered. Therefore, they are as follows:
1. A teacher may apply for a transfer to a specified or unspecified location or assignment at any time during the school year. In order that proper consideration be given to a transfer request, the teacher should make every effort to make such request by May 1.
  2. Teachers desiring a transfer will submit a written request to the Superintendent with a

copy to the Principal stating the specific assignment or nature of assignment and school or schools preferred, if any. Such requests for transfer must be renewed each school year. All requests will be acknowledged promptly in writing.

3. In filling non-promotional vacancies occurring within the professional staff of the school system, equal consideration shall be given to teachers voluntarily requesting transfers under this Article.
4. If a teacher has been voluntarily transferred, then he/she may, upon request, be reassigned to his/her former position only if the vacancy exists.

G. When involuntary transfers are necessary, a teacher will not be assigned to a position outside the scope of his/her teaching certificate and/or his/her major or minor field of study except by mutual consent.

1. Notice of proposed involuntary transfers will be given to the teacher or teachers involved as soon as possible.
2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent if such a meeting is requested by the teacher, at which meeting the teacher will be notified of the reasons for the transfer.
3. No teacher shall be transferred involuntarily if there is/are request(s) for voluntary transfer(s) the granting of which would make the involuntary transfer(s) unnecessary, and the request(s) is/are from a teacher(s) who is/are in the judgment of the Superintendent equally suited for the position to be filled.

H. A system-wide list of all open positions will be promptly made available to all teachers being transferred or requesting a transfer.

1. Each transfer applicant shall be notified in writing as soon as a decision concerning his/her application has been made.

I. Appointment will be made without regard to race, creed, color, religion, nationality, sex, age, sexual orientation or marital status.

J. **SPECIAL PROVISION FOR SCHOOL CLOSING AND/OR REDUCED NUMBER OF POSITIONS IN SCHOOLS.**

Notwithstanding any provision of this Agreement to the contrary, any teacher who is not being laid off but who must be transferred either because the school or schools to which he/she is assigned has been or is going to be closed and/or because of a reduction in the number of positions in the school or schools to which he/she is assigned shall be reassigned to his/her new position not later than May 15. The Committee shall make every reasonable effort to honor the preferences of the teacher so displaced and relocated. Before such displacement is implemented, volunteers for transfers from the affected school or schools

shall be sought and the volunteer who is suited for the reassignment will be reassigned in an effort to avoid such involuntary displacement.

**ARTICLE 16**  
**Insurance and Annuity Plan**

A. In the event of any change in Town policy, the COMMITTEE will request the Selectmen to pay the maximum premium permitted by the Town policy of the cost of the following types of insurance coverage:

1. A life insurance plan of the type presently available to teachers.
2. Individual or family coverage, whichever applies in the particular case, for the current Town approved health plan of the type presently available to teachers.

Effective September 1, 2012 the premium split for individual plans will change from 79% Employer and 21% Employee to 75% employer and 25% Employee; the premium split for the family plan will change from 77% employer and 23% Employee to 75% Employer and 25% Employee and from 73% Employer and 27% Employee to 75% employer and 25% Employee.

B. In the event a teacher is on leave of absence in accordance with Article XI, Sections G and H for health reasons or leave of absence under Article X, the insurance benefits provided above shall continue for the duration of that leave, payments to be apportioned according to State statute.

1. Payments of insurance premiums shall be made on the policies provided for in paragraph A above to provide insurance coverage for the full 12 month period commencing September 1 and ending August 31.

C. Teachers will be eligible to participate in a "Tax Sheltered Annuity Plan" established pursuant to United States Public Law, No. 87-370 and pursuant to General Laws, Chapter 71-37B.

**ARTICLE 17**  
**Protection**

A. Principals and teachers shall be required to report in writing to the Superintendent of Schools any case of assault in connection with their employment. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the COMMITTEE. The Principal or immediate supervisor will promptly report the incident to proper law enforcement authorities.

1. The alleged assault will be promptly investigated by the teacher's Principal and the Superintendent of Schools or his/her designee. The report of this investigation shall

be forwarded to the COMMITTEE.

2. In any such case, the COMMITTEE will render assistance to the teacher in connection with handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include but not be limited to complying with any request within reason by the teacher for information in its possession relating to the incident or the person involved.
- B. The COMMITTEE shall grant personal injury leave to any teacher who is absent because of a personal injury, not due to his/her own negligence, received by him/her as the result of an assault or battery incurred during the course of his/her employment. The additional leave for personal injury, under this Article shall be equal in duration to the period of his/her absence as an injury leave as when added to the amount of any weekly Workmen's Compensation disability allowance actually received will result in the payment to him/her of his/her full salary, subject to any legal constraints, until such time as determination is made regarding the teacher's ability to return to his/her assignment.
- C. A school nurse who acts in good faith to render emergency aid and/or the transportation of a person who has become incapacitated in a school building, on school grounds or on a field trip will not be subject to disciplinary action by the Committee for such aid.

## **ARTICLE 18**

### **Staffing**

- A. The COMMITTEE and the ASSOCIATION agree that it is both desirable and important to bring the student and the teacher together in the best possible situation that will encourage and promote maximum learning. Subject to the provisions of this AGREEMENT, the COMMITTEE is responsible for determining to the provisions of this AGREEMENT, the COMMITTEE is responsible for determining class size and ratio of students to professional staff. It is further agreed that all formal instruction shall be performed by or under the direct supervision of teachers.
- B. Every effort will be made to meet a student-to-teacher ratio best suited to the individual grade level or discipline ... an average of sixteen students for family and consumer sciences, an average of twenty-two students for a teacher of primary (K-2) grades and an average of twenty-five students per class for a teacher of academic or elementary classes (grades 3-5). In technology classes there will be no more students than student workstations available.

### **Secondary**

If a teacher's student load exceeds 125 students, the principal and the teacher will meet to review options for reducing the load, including section reassignments and/or relief from non-teaching duties.

### **Elementary**

If a teacher's class size exceeds 24 for grades K-2 and 26 for grades 3-5, the principal and teacher will meet to discuss options for reducing the class size, including relief from non-

teaching duties, additional preparation time and /or a teaching assistant.

- C. Every effort will be made not to exceed the following student total limits:
1. 125 students for the secondary teacher in academic areas.
  2. 250 students for secondary teachers in the non-academic areas, except physical education teachers.
  3. 250 students for each secondary counselor.
  4. 600 students for each elementary counselor.
  5. 265 students for each physical education teacher at the high school and 280 students at the middle school.
- D. The COMMITTEE and the ASSOCIATION agree that in order to maintain and improve the quality of education in Winchester, it may be necessary and desirable from time to time to vary from traditional structures and staffing patterns in certain schools or departments. However, both recognize that new or experimental programs must be planned and undertaken thoughtfully and cautiously. Each new staffing proposal must be presented to and approved by an ad hoc joint committee prior to its presentation to the Superintendent and the School Committee. The Committee will consist of three Winchester Education Association representatives and three School Committee representatives.
- E. When placing students, every effort will be made to consider not just numbers of students, but also the level of student needs (including but not limited to IEPs, 504s, ELLs and other needs) and classroom resources. Student needs and numbers will be examined at each grade level and may result in clustering of students to provide co-teaching services. Teacher input will be considered when making student placement decisions.
- F. Reasonable effort will be made to schedule elementary after school meetings and professional development on Tuesdays, Wednesdays, and Thursdays.

## **ARTICLE 19** **Specialists**

The COMMITTEE and the ASSOCIATION recognize their joint responsibility to maintain and improve the instruction and education of the students in Winchester. Therefore, the ASSOCIATION is encouraged to make suggestions to the COMMITTEE through appropriate channels for additional teaching and/or special services personnel as would best develop and implement the school programs.

## **ARTICLE 20** **Association Rights and Privileges**

- A. Upon reasonable notice to the principal, the ASSOCIATION will have the right to use school buildings at reasonable times for meetings. If the meeting is held during those hours when a custodian is present or has regularly scheduled hours, there will be no charge for the use of the building.

- B. The ASSOCIATION will have the right to use the teachers' mail boxes for distribution of materials, unless the teacher objects.
- C. The COMMITTEE will send a copy of its agenda and appropriate supporting materials to the President of the Association as soon as possible prior to any public meeting of the Committee. A copy of the minutes of each meeting shall be sent to the President of the ASSOCIATION as soon as possible after the minutes are approved by the COMMITTEE.
- D. The Secretary of the ASSOCIATION will receive from the Superintendent of Schools the names of all new teachers as soon as possible after the opening of school.
- E. The Secretary of the ASSOCIATION will receive from the Superintendent of Schools a complete listing of all teachers as soon as possible after the opening of school.
- F. The President of the ASSOCIATION will have the right to address the teachers at the first general faculty meeting for the school system.
- G. Children of full-time teachers employed in the Winchester School System who reside outside of Winchester shall be allowed to attend the Winchester schools tuition free. Such enrollment is subject to the following:

1. The Child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the teacher's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

2. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the teacher will be responsible for enrolling the child in his/her district of residence.

3. The teacher is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.

4. In the event that the parent/guardian ceases to be employed as a full-time teacher by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.

Determinations regarding the student's initial enrollment, whether a child requires a special education program not ordinarily delivered in the district's facilities, and the student's

exclusion based upon disciplinary policies are not subject to the grievance and arbitration procedures.

- H. Each teacher shall be provided with a copy of this Agreement. The COMMITTEE shall be responsible for providing the ASSOCIATION with 3 official copies of the AGREEMENT. The cost of printing copies of this AGREEMENT shall be shared equally by the COMMITTEE and the ASSOCIATION. The ASSOCIATION shall be responsible for effecting the reproduction and distribution of an adequate number of copies to the teachers.
- I. The COMMITTEE will pay for the WEA president to be released for 50% of any and all of his/her respective teaching and all associated duties.
- J. Association representatives designated by the President shall be entitled to release time to perform association business during the workday. The ASSOCIATION shall have twenty (20) days for such discretionary use and shall reimburse the school district at the daily substitute rate of pay for each day used.
  - 1. The Association will make every effort to notify the affected building principal and the Superintendent of Schools at least forty-eight (48) hours in advance of the use of an Association day(s).
  - 2. Association representatives shall suffer no loss in wages, benefits, or other contractual advantage or statutory benefit as a result of such use.
- K. The second Wednesday of each month shall be set aside for WEA activities. No other system meetings or workshops shall be scheduled during that time.

**ARTICLE 21**  
**Teacher Employment**

- A. At the time of initial employment, each teacher shall be assigned a step on the salary scale determined by his/her previous education and experience. For this purpose, consideration may be given to previous teaching experience, military service, and other experience directly related to his/her teaching assignment.
- B. Notice of Decision Not to Reemploy (except for RIF)
  - 1. Any non-professional status teacher whom the Superintendent intends not to recommend for reemployment in the following school year will be notified in writing to that effect as soon as practicable and, with respect to third year non-professional status teachers, on or before May 15.
  - 2. If she/he shall so request, a non-professional status teacher whom the Superintendent does not intend to recommend for reemployment will be provided a written statement of the reasons for such recommendations.

3. Upon request of any such teacher, the Superintendent will meet with such teacher. At such meeting, the teacher, if she/he chooses, may be accompanied and represented by a person of his/her choice and may call upon persons to speak on his/her behalf.

C. Personnel File

1. During the first week of the school year, the location of all files on each teacher shall be made known to him/her. The teacher shall have the right to review and to duplicate the contents of any such file upon request. A teacher may, if he/she wishes, have a representative of the ASSOCIATION accompany him/her during such a review.
2. No statement(s) of derogatory nature shall be incorporated in the personnel file of a teacher covered by the Agreement without having been previously made known to the teacher, who shall have the right to file a written answer thereto which shall be attached to said statement(s).
3. Copies of any evaluation report or of any written complaint from anyone outside of the school system will be furnished to any teacher upon request.

**ARTICLE 22**  
**Evaluation**

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1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)

- A) \*Artifacts of Professional Practice: Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

Except where indicated, the following evaluation language applies to all members of Unit A, including Directors/Coordinators.

- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least 10 minutes in duration;

and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) \*District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) \*Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) \*Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment/position.
  - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) \*ESE: The Massachusetts Department of Elementary and Secondary Education.
- I) \*Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) \*Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
  - v) The primary and supervisory evaluators will be assigned as indicated in the following list. On rare occasions (e.g. evaluator position not filled) the district may designate a building principal as a primary evaluator.
    - (a) The primary evaluator will be the assistant superintendent or the administrator of counseling, health, and wellness, depending on the director/coordinator's department.
    - (b) The Supervisory evaluator will be the building principal in the school building that the director/coordinator teaches in for the majority of his/her teaching schedule.
    - (c) Feedback may be submitted to the primary evaluator by any principals/assistant principal in the buildings where the director/coordinator has director/coordinator responsibilities.
- K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) \*Experienced Educator: An educator with Professional Teacher Status (PTS).
- M) \*Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) \*Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) \*Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) \*Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) \*Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) \*Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator and when they are less than 10 minutes in duration are not observations as defined in this Article.
- T) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) \*Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

- Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
  
- V) \*Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
  
- W) \*Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
  
- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
  
- Y) Rating of Overall Educator Performance: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
  
- Z) \*Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator

- iv) Descriptors: Describes practice at four levels of performance for each element
- AA) Self Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1<sup>st</sup> (except for the first year when the deadline is November 1<sup>st</sup>) to the evaluator at the point of goal setting and plan development. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goals with the educator, based on the educator's self-assessment and other sources that the evaluator shares with the educator.
  - BB) \*Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
  - CC) \*Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
  - DD) \*Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
  - EE) \*Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- 3) Evidence Used In Evaluation
- The following categories of evidence shall be used in evaluating each Educator:
- A) Multiple measures of student learning, growth, and achievement, which shall include:
    - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
    - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator’s role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of at least 10 minutes in duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

- A) The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. The Evaluation Committee will discuss the District using the DESE ClassroomTeacher August 2018 Rubric as the exclusive scoring tool in assessing its teachers, rather than continuing to establish its own “comparable rigorous and comprehensive rubric”. The rubric must include the four Standards, related Indicators, and specific descriptions of practice across the four performance levels: Exemplary, Proficient, Needs Improvement, and Unsatisfactory.
- B) Directors and Coordinators will be evaluated using a hybrid rubric. The hybrid rubric will consist of:

### Standards

1. Standard I from the Classroom Teacher Rubric (all elements and indicators)
2. Standard II from the Classroom Teacher Rubric (all elements and indicators)
3. Standard I from the School Level Administrator Rubric (I-A-1, I-A-2, I-B-1, I-B-2, I-B-3, I-D-1, I-D-2)
4. Standard IV from the School Level Administrator Rubric (IV-A-3, IV-C-1, IV-D-1, IV-D-2, IV-F-1, IV-F-2, IV-F-3, III-B-1, III-C-1)

### Rubric Modification

If the primary evaluator determines that further modification of a rubric is needed based on an individual director or coordinator's role, particularly in the case of a job share, the new rubric will be comprised of standards, indicators, and elements from existing the MA DESE Classroom Teacher and School Level Administrator rubrics and will be agreed upon in a side letter MOA between the School Committee and the WEA.

- 5) Evaluation Cycle: Training
  - A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
  - B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- 6) Evaluation Cycle: Annual Orientation
  - A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
    - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
    - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
    - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
- 7) Evaluation Cycle: Self-Assessment
  - A) Completing the Self-Assessment
    - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.
  
- B) Proposing the goals
  - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
  - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
  - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
  - vi) In the 2016-17 school year, Directors/Coordinators will propose at least two goals based on their self-assessment.

Beyond the 2016-17 school year, Directors/Coordinators will propose at least two goals. Proposed goals will include:

- one goal directly related to improving the educator's professional practice (PPG) and one goal directed related to improving student learning (SLF)
- one goal aligned with their director/coordinator role and one goal aligned with their teacher role.

Professional practice and student learning goals may apply to either role (director/coordinator or teacher).

- 8) Evaluation Cycle: Goal Setting and Development of the Educator Plan
- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
  - B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
  - C) Educator Plan Development Meetings shall be conducted as follows:
    - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
    - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
    - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least two announced observations during the school year using the protocol described in section 11B, below.

- ii) The Educator shall have at least three unannounced observations during the school year.
    - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
      - i) The Educator shall have at least three unannounced observations during the school year.
      - ii) The Educator shall have at least one announced observation during the school year.
- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 

The Director/Coordinator whose overall rating is proficient or exemplary will have at least two unannounced observations during the evaluation cycle with at least one observation in his/her role as a teacher and one observation in his/her role as a Director/Coordinator. For those on a two-year plan, there will be at least one observation in each year of the plan.
  - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
  - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
  - D) Educators with PTS in a new assignment/position may, at the discretion of the evaluator, have at least two announced and three unannounced observations.
- 11) Observations
- The Evaluator’s first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- A) Unannounced Observations
    - i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent

or other administrator. The evaluator shall observe the educator for at least 10 minutes.

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home. The educator shall have an opportunity to respond to the evaluator's written feedback, provided he/she forwards a response to the Superintendent's office within 14 calendar days of receiving the written feedback. The educator's response shall be placed in the educator's personnel file.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Announced observations shall be at least 30 minutes in duration.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
  - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.
- (2nd) Describe actions the Educator should take to improve his/her performance.
- (3rd) Identify support and/or resources the Educator may use in his/her improvement.
- (4th) State that the Educator is responsible for addressing the need for improvement.
- (e) The educator shall have an opportunity to respond to the evaluator's written feedback, provided that the educator forwards a response to the Superintendent's office within 14 calendar days of receiving the written feedback. The educator's response shall be placed in the educator's personnel file.
- (f) No announced observations will take place on a day before or after a vacation or holiday.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
  - G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
  - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
  - K) Similar to the roll-out of the teacher evaluation, in the 2016-17 year only, there will be an assumption of proficiency for the Overall rating for Directors/Coordinators at the beginning of the evaluation cycle.
- 13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
  - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
  - C) No later than April 15<sup>th</sup>, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet by June 1<sup>st</sup> to discuss the Formative Evaluation Report.
  - F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
  - G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
  - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) Evaluation Cycle: Summative Evaluation
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 10.
  - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
  - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
  - D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
  - E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
  - F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
  - G) No later than April 15<sup>th</sup>, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and

progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
  - I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 10.
  - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
  - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
  - L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
  - M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
  - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15) Educator Plans – General
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
  - B) The Educator Plan shall include, but is not limited to:
    - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
    - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

- iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
    - C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) Educator Plans: Developing Educator Plan
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments/positions.
  - B) The Educator shall be evaluated at least annually.
  - C) Director/Coordinators who are in their first three (3) years in their position in the Winchester Public Schools in the role of Director/Coordinator will be on a one (1) year, Developing Administrator plan.
- 17) Educator Plans: Self-Directed Growth Plan
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
  - C) Director/Coordinators with professional teaching status who have completed 3 or more years in their position as a Director/Coordinator in the Winchester Public Schools will be evaluated on a two (2) year, Self-Directed Growth plan.
- 18) Educator Plans: Directed Growth Plan
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10.

- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
  - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 19) Educator Plans: Improvement Plan
- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
  - B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may recommend activities that occur during the summer before the next school year begins.
  - C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
  - D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
  - E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
  - F) The Improvement Plan process shall include:
    - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
    - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
    - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

### Director/Coordinator Timeline Beyond 2016-17

The Director/Coordinator evaluation timeline for years beyond the 2016-17 school year will align with the teacher evaluation timelines (e.g. the Developing Administrator Plan timeline dates will align with the teacher Developing Educator plan dates).

#### 21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the Superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

#### 22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

#### 23. Using Student feedback in Educator Evaluation

- A. All Unit A staff will survey their students during the 2016-2017 school year at least once. Secondary teachers will survey at least one section/class of students.
- B. The selection and/or design of the survey is up to the educator. Examples from the MA DESE will be provided for assistance. Educators can use one of the MA DESE examples, one that they already use, or one that they create. Once a survey is selected, the educator will share that survey with their primary and secondary evaluator (if applicable). Evaluators may provide feedback, but the survey does not need to be approved by the evaluator.
- C. Survey results do not need to be shared with the evaluator. Educators need only to share two "take-aways" that they gain in their data analysis with their primary and secondary (if applicable) evaluator. The format of these takeaways can simply be in "bullet point" format, or a similar format chosen by the educator. These takeaways will be included with the spring evidence submission per the educator evaluation timeline. At least one

takeaway will identify an area of success and at least one takeaway will identify an area in need of continued growth. The takeaway that identifies an area in need of continued growth should inform the development of an educator goal and/or focus area for the following year's evaluation.

- D. Both the Association and the Committee agree to have the joint evaluation subcommittee analyze the results of this endeavor prior to the start of the 2017-2018 school year and make recommendations for future year's implementation.

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
  - a. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

### **ARTICLE 23**

#### **Professional Development and Educational Improvement**

- A. Courses, Conferences, & Workshops The Committee will pay tuition and fees each year for courses, conferences and workshops approved by the Superintendent of Schools. Employees seeking reimbursement of tuition and fees must submit course reimbursement forms no later than the following dates:
  - Fall semester – Feb 1<sup>st</sup> of the year following
  - Spring semester and Full-year courses – June 30<sup>th</sup> of the same year
  - Summer Session 1 August 1<sup>st</sup> of the same year
  - Summer Session 2 – Nov. 1<sup>st</sup> of the same year
  - The member shall submit a copy of the grade for the completed course for which approval has been granted. In order to facilitate the timely processing of course reimbursements, a letter from the professor, indicating the name of the course and grade earned, may be substituted for the official transcript. Also, online grades from the college website are sufficient, preliminary evidence for reimbursement.
  - The official transcript or grade report shall be submitted to Central Office once it is available.
  - Teachers must notify the Assistant Superintendent if a course goes beyond a traditional semester period as set out in this Article.

- Teachers will forfeit the course reimbursement if the applicable deadline dates are missed. Teachers will notify the superintendent as soon as possible if they are not taking a previously approved course. No reason need be given.

After employees submit forms on the proper dates, tuition and fees shall be paid upon a receipt of a transcript certifying satisfactory completion of the course(s). Reimbursement shall be limited to an aggregate coursework/conference/workshop maximum of twelve hundred dollars (\$1200) per unit member over the term of the Agreement.

\$80,000 is allocated system-wide for this contract year.

The Director of Finance will report the balance of these funds every September, December, and March. Any residual funds may be dispersed to applicants for reimbursement.

- B. There shall be a Professional Development Committee (PDC) consisting of eight (8) members, four appointed by WEA and **four appointed by the Assistant Superintendent, including the Assistant Superintendent**. PDC members: are enthusiastic about teaching and learning and are excited to learn about new practices, actively pursue and participate in professional development, maintain knowledge about current best practices in PD, and are willing to participate in a workshop about research-based practices with PD.

The PDC will have the following responsibilities:

- To assist in the planning, organizing and evaluation of district professional development activities;
- Provide feedback on proposals for in-service courses
- Survey the faculty twice a year to determine those area of critical need in professional development
- Vet new and innovative PD programs for schools and the District;
- The PDC shall not address personnel issues or engage in collective bargaining;
- The function of the PDC is advisory in nature and it may make recommendations to the Assistant Superintendent

## **ARTICLE 24**

### **Conditions for Movement on the Salary Schedule**

- A. Beginning the 2010-2011 school year all employees hired at the Bachelor level will not be placed beyond B+15. Those employees who are currently (as of 2010) at B+30, B+45 or B+60 will be grandfathered to be allowed to remain there.
1. Bachelors
  2. Bachelor +15
  3. Bachelors+30 or Masters

4. Bachelors+45 or Masters+15
  5. Bachelors+60, Masters+30 or Certificate of Advanced Graduate Study (CAGS)
  6. Masters+45
  7. Masters+60
- B. Movement on the salary schedule may be accomplished by College or Winchester Course Work, Curriculum Development, or Workshops, Conferences and Institutes that require 15 hours of focused study on a specific content.
- C. For a column move to become effective, credits must be earned by August 31<sup>st</sup> and the paperwork submitted to the Assistant Superintendent's office by October 15<sup>th</sup>. Employees will only be eligible for a column move once a year, unless a degree is awarded. Employees must notify the Assistant Superintendent's office by December 1 of his/her intent for a column move in the next fiscal year.
- D. Where the approval of the Superintendent or his/her designee is required, such approval shall not be unreasonably withheld.
- E. Beginning with the 2010-2011 school year a teacher who enters the Winchester Public School System shall have or shall receive his/her Masters degree by the end of his/her fifth year in Winchester in order to progress beyond Bachelors-15 salary column.
- F. Curriculum Work
1. This work includes development, revision, and improvement of the Winchester Public Schools Curriculum as specified in the Handbook of Curriculum Development and Implementation.
  2. The Superintendent of Schools or his/her designee must give prior approval of the curriculum project.
  3. The time required for completion of the curriculum document will be negotiated prior to project implementation.
  4. Curriculum work shall be paid at the rate of \$40/hour (forty dollars).
- G. The following options exist for earning credits toward advancement on the salary columns.
1. College Course Work
    - a. Graduate hours courses must be taken at an accredited institution.
    - b. Undergraduate courses which enhance a teacher's general knowledge and/or skills will also be allowed for credit, when the undergraduate course is beneficial to the professional growth of the teacher and contributes to the needs of the system: the teacher must receive a grade of B- or better in order to receive credit.
    - c. Teachers are encouraged to acquire additional areas of certification and shall receive salary credit for course work in those areas.

- d. Conditions.
  - 1) Prior approval of the Superintendent or his/her designee, through the completion of the *Prior Approval of Course Form* is required (See Appendix I).
  - 2) All credits and degrees must be earned from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agency.
- 2. Winchester Courses will automatically qualify for credit at the ratio of fifteen (15) hours equals one (1) credit.
- 3. Workshops, Conferences and Institutes
  - a. Workshops, conferences and institutes offered in and outside of Winchester will be approved for credit at the rate of (1) credit for each fifteen (15) hours of class time (i.e. 15 PDPs) subject to the following conditions:
    - 1) Prior approval by the Superintendent or his/her designee through the completion of a *Prior Approval Course Form* (See Appendix H).
    - 2) Contributes to the professional growth of the teacher and the needs of the system.
    - 3) Must consist of 15 hours of focused study on a specific content.
    - 4) Credit will be awarded for work done outside of the regular school day.

**ARTICLE 25**  
**Academic Freedom**

- A. Teachers will have the right to participate in any political activity or to run for public office providing such activities will not interfere with normal teaching duties.
- B. The responsibility for the determination of educational policy and curriculum content rests with the COMMITTEE. The COMMITTEE recognizes the right of the teacher to interpret that policy and curriculum guidelines within reasonable constraints.

**ARTICLE 26**  
**Just Cause**

A teacher shall not be suspended or terminated (which shall not include the non-renewal of contract for a teacher without professional teacher status) without just cause. Any teacher receiving a reprimand shall only be reprimanded for just cause. To that end, the Association recognizes the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be reprimanded or disciplined, she/he shall have the right to Association

representation present at such questioning or other form of hearing or exercise of authority to discipline or reprimand if she/he so states at the time. Refusal to allow her/him such representation shall constitute a grievance, which shall be dealt with starting at Level 2 of Article III of the Agreement.

Keeping in mind that discipline should be appropriate for the particular delinquency of professional performance, and that this shall be applied in a fair and equitable manner across the school system, the following just cause fairness standards for reprimands generally apply:

- A. Typically, a reprimand is preceded by appropriate counseling and/or verbal warning by the reprimanding principal or administrator. The counseling and/or verbal warning will be documented, dated and signed and included in the employee's personnel file. The counseling and/or verbal warning document may be removed from the employee's personnel file upon request at the expiration of two years, provided there are no further disciplinary issues occurring in the ensuing two years from the date in which the counseling and/or verbal warning was documented.
- B. A reprimand of a teacher by his/her principal is deemed to be the end of discipline for the particular incident; that is, the teacher shall receive no additional discipline for the event leading to the reprimand.
- C. Stronger discipline may be applied to a teacher if there is a recurrence of a similar incident involving the same teacher or if the gravity of the conduct warrants in the first instance.

#### **ARTICLE 27** **Committee Rights**

The ASSOCIATION recognizes that the COMMITTEE has responsibility for establishing the implementation of educational policies of the public schools of Winchester, for the management of such schools and the direction of their operation, including but not limited to the right to determine the need and operation of school facilities; to employ, assign, transfer, promote, suspend, demote, or dismiss teachers of the schools, and to exercise such other authority, rights and powers, as conferred upon the COMMITTEE by the laws of Massachusetts and the rules and regulations of any pertinent agency of the Commonwealth except as restricted by the express terms of this AGREEMENT.

#### **ARTICLE 28** **Procedures for Review of Extracurricular Activities**

The district recognizes and values co-curricular activities as a central part of our educational mission. This work includes, but is not limited to, supervising activities and advising clubs. To recognize individuals who take on advising roles and to promote a wide variety of high-quality experiences for students, the following guidelines will be used for recognizing clubs and activities and providing stipends for advisors:

1. The parties shall establish a joint Co-Curricular Review Committee, consisting of no more than five members appointed by the WEA and no more than five members appointed by the superintendent. The WEA and the Superintendent shall endeavor to appoint members from all three levels (elementary, middle, and high school).
2. The joint co-Curricular Review Committee shall convene after May 15<sup>th</sup> of each school year to review the status of existing approved clubs/activities and requests for additional approved clubs/activities and to make recommendations for additions and/or deletions to the approved list to the School Committee or its designee. The joint Co-Curricular Review Committee will also review current and proposed stipend amounts and may recommend appropriate changes to the School Committee for approval and funding.
3. Each teacher who wishes to submit a proposal for a new club/activity for the following or current school year should submit a proposal to the appropriate building principal.
4. The advisor of any new club/activity which has operated for more than one school year may submit a request to the building principal and to the joint Co-Curricular Review Committee for consideration for a stipend. Such request should be accompanied by information demonstrating the commitment and interest of students in continuing/expanding the club/activity.
5. On or before May 1<sup>st</sup> of each school year, each advisor of an approved club/activity shall submit to the appropriate building principal(s) a summary of activities and participation for each approved club/activity that s/he supervises. Each summary shall include the following information:
  - a. The dates and times of each meeting of the activity/club.
  - b. The number of active participants.
  - c. Bulleted highlights of club/activity accomplishments and events.

The summary shall be reviewed by the building principal, who will submit to the superintendent on or about May 15<sup>th</sup> a recommended list of activities/clubs to be continued for the following school year.

6. All stipend advisor positions are annual appointments. The list of available positions shall be posted and applicants will be considered and selected by the appropriate building principal no later than October 1st. Selection will not be done in an arbitrary or capricious manner and is grievable up to and not beyond Level Two (Superintendent level) in accordance with grievance procedure and is not subject to arbitration.
7. The funding of stipends for all approved clubs and activities is subject to appropriation by the School Committee.
8. Appendix B includes approved stipends for each level (elementary, middle, and high school) for the 2016-2017 school year.

9. It is the position of the Committee that it has the individual right and power to create or eliminate positions. It is recognized that extracurricular stipends are a properly negotiable item once the position is established and defined.

**ARTICLE 29**  
**Health and Safety**

- A. The Committee will comply with all health and safety laws as well as occupational health and safety standards and regulations as adopted by OSHA, the Department of Labor and all local and state agencies.
- B. When there is an event that results in the relocation of a unit member from one space to another, the unit member shall be responsible only for the packing, unpacking and labeling of his/her goods.
- C. There shall be a Health and Safety Committee in each school building. The committee shall consist of four members: a central administration designee, an Association designee, the building principal, and a building-based staff member appointed by the Association. The committee can be activated at the building level by either representative notifying the other of a desire to meet on a specific health and safety issue or by either system representative notifying the other of the desire to activate the committee for a specific purpose.
- D. Every effort to resolve the health and safety issue with the building principal will be made prior to activating the Health and Safety Committee. If an issue is not resolved satisfactorily in a timely fashion, the Health and Safety Committee will be activated.
- E. The purpose of the committee is to hear complaints concerning unhealthy or unsanitary working conditions; and after review, investigation, and evaluation of said complaints, to make recommendations to the appropriate authorities.

**ARTICLE 30**  
**Advisory Councils**

A. Academic Advisory Council

An Academic Advisory Council will be established within one month from the execution of a memorandum of understanding. The purpose of this Council is to provide a direct line of communication between the School Committee and the teacher's - a forum that will allow both groups the opportunity to present educational concerns and issues that are best understood in a non-adversarial climate.

Both groups agree that the Council is not for collective bargaining purposes but for advising and understanding. Therefore, the primary focus of its concerns should be toward solutions and recommendations within the confines of the collective bargaining agreement.

The council will consist of three (3) designees of the COMMITTEE and three (3) designees of the ASSOCIATION.

The Council will meet at least five (5) times a year to discuss academic and curriculum issues and the resulting impact on conditions of employment.

The meeting dates will be posted and the Council's annual report will be presented at a public school committee meeting, after having been posted on a meeting agenda.

#### B. Joint Labor Management Committees

The Association and the Committee shall form a Joint Labor Management Committee for the following purpose:

- To promote collaborative problem solving;
- To advocate for needed change;
- To consider all sides of an issue with a growth mindset and positive attitude.

1.A District Advisory Council (DAC) shall be formed to discuss and attempt to resolve district-wide and grade-span issues.

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- The DAC will schedule four (4) meetings;
- One week before each meeting, the parties will share agenda items;
- DAC will be made up of the Superintendent, the Association President, or designee, and up to four designated members for each side;
- Members should be selected based on ability to work collaboratively to solve problems, attitude of openness to change, acceptance of diverse opinions and perspectives, and belief that student needs should drive decisions;
- The DAC shall not address personnel issues or engage in collective bargaining;
- The function of the DAC is advisory in nature and it may make recommendations to the Superintendent.

1B. A Building Based Faculty Advisory Committee (FAC) shall be formed to discuss and attempt to resolve building-based issues. The FAC, and Advisory Committee will operate as follows:

- There will be one (1) FAC per building;
- Each FAC will meet at least six (6) times and as requested by either party;
- Each FAC will be made up of the building Principal and Association Building Representatives;
- Meetings will be open to all building employees;
- One week before each meeting, the parties will share agenda items;
- The Principal will collaborate with the FAC to include building concerns in the creation of his/her agenda of the Building Meetings;
- The FAC will not address personnel issues or engage in collective bargaining;
- The FAC may make recommendations to the Principal.

### **ARTICLE 31** **Middle School Preamble**

The intent of this article is to establish a middle school with respect to working conditions and is not intended to limit the Reduction in Force rights of teachers employed prior to September 1, 1992.

While both the ASSOCIATION and the School COMMITTEE support the educational philosophy embodied in the middle school concept, they recognize that the reconfiguration of a school system to adapt to a middle school requires time for adjustment. The parties hereby express their mutual desires concerning the implementation of the middle school concept in the Winchester Public Schools.

In all matters of working conditions classroom teachers assigned to the Middle School shall be subject to the secondary/junior high school provisions of the contract. This provision shall become effective no earlier than September 1, 1993.

- A. Classroom teachers presently assigned to teach sixth grade shall continue to be in the K-6 classification for purposes of Reduction in Force.
- B. New hires at the Middle School will be placed in new 6 - 8 RIF categories in English, Math, Science, Social Studies and Languages.

**ARTICLE 32**  
**Curriculum Work**

- A. The rate for curriculum work shall be \$40/hour (forty dollars).

**ARTICLE 33**  
**Acceptable Use Policy**

- A. The staff shall have personal use of computer technology before and after the student day as well as any other time when a computer station is not needed by another staff member for his/her professional responsibilities.
- B. Staff members will work with the administration and the authorities where there is evidence of student misuse of computer technology.
- C. A teacher monitoring students using technology in his/her area shall not be held responsible for a student's violations of the WPS Acceptable Use Policy. If a teacher becomes aware of inappropriate behavior, she/he shall report it to the administration.
- D. The WSC shall take reasonable steps to ensure that computer technology shall be available in all buildings.

**ARTICLE 34**  
**Induction and Mentoring Program**

- A. The WSC shall develop and maintain a comprehensive mentoring and induction program.
- B. The purpose of the Induction and Mentoring Program is to ensure that teachers new to the system receive guidance, information, support and training plans in accordance with MGL Chapter 71, Section 38G as they undertake their professional role and responsibilities.
- C. The Lead Mentors shall work with a committee of four (4) WEA representatives and four (4) School Committee representatives to develop an induction program that integrates with the existing mentoring program.

- D. No later than June 7th of each school year, the administration shall post the position of mentor in each building. The posting shall include the job qualifications and compensation.
- E. The sole purpose of the log is to maintain a record of meetings of the mentor and the protege during the mentoring year.
- F. All communication between the mentor and the protege is confidential.
- G. First year teachers will earn one in-service credit if he/she satisfactorily completes a reflective journal for the school year. Any written materials (i.e. "Reflections") shall be returned to the protege no later than at the end of the school year and shall only be used within the mentoring process.
- H. Time shall be provided at least two times per year for the protege to observe other classes or personnel.

I. Compensation:

- a. **Lead Mentors (Year 1 program): \$2,716 annual stipend**
- b. **Lead Mentors (Year 2 program): \$1,632 annual stipend**
- c. **Mentors: Annual stipend and responsibilities outlined in the chart below**

Type of Mentor	Mentor Stipend	New Teacher Orientation Flex Day 1	New Teacher Orientation Flex ½ day	Attend Onsite New Teacher Orientation	Attend Monthly Mentor Meetings	Individual Time Mentor w/ Protégé	Observations of Protégé by Mentor
Year 1 – Tier 1 Mentor Protégé is New to Teaching	\$1,089	3 hours	No	No	5 hours	12 hours	2 hours (min)

Year 1- Tier 2 Mentor Protégé is new to Winchester but not teaching Protégé has Non- Prof License	\$985	3 hours	No	No	3 hours	12 hours	2 hours (min)
Year 1 – Tier 3 Mentor Protégé is new to Winchester but not teaching Protégé has Prof License	\$777	3 hours	No	No	No	12 hours	1 hour (min)
Year 2 – Tier 1 & 2 Mentor Year 2 Protégé has Non- Prof License	\$520	No	No	No	4	5	1 hour (min)

J. In addition, professional development points, with the value to be agreed upon by the WEA and the Superintendent, are to be issued for each workshop attended by the mentor and/or protege.

K. Master Teacher/Peer Review Group Mentors.

Two tiers for mentor.

1. For any teacher who receives a needs improvement or unsatisfactory in a single standard (standard 3 or 4) will be paired by the building administrator with a teacher who is particularly strong in that standard. The compensation for this mentoring role will be \$300.

2. For any teacher who receives a needs improvement or unsatisfactory overall will be paired by the building administrator with a teacher who is a good match as a coach and a support. The compensation for this mentoring role will be \$750.

**Term of Contract**

This AGREEMENT shall be effective as of September 1, 2019 and shall remain in effect until August 31, 2022.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_ of 2019.

\_\_\_\_\_  
School Committee of the  
Town of Winchester

\_\_\_\_\_  
Winchester Education Association

# **Appendix A**

## **Appendix A-1** **Salary Guides**

Increase the salaries in Salary Guides I & II in Appendix A as follows:

Effective Date	Increase
September 1, 2019	1% adjustment, 2% COLA
September 1, 2020	.5% adjustment, 2% COLA
September 1, 2021	2% COLA

**Appendix A-2**  
**Salary Guide Placement**

Salary Guide I placement is for all other Unit A employees.

Salary Guide I placement is for Special Education Instructors.

All longevity payments shall be made in a lump sum payment the first pay period in December.

***Salary Guide I – WEA Teachers***

		2019-2020 school year with 1% adjustment and 2% COLA						
(Hires after the 2018-19 school year)	Current Employees	BA	BA 15	MA	MA 15	MA 30	MA 45	MA 60
	1	48,984	52,687	56,387	58,962	61,534	64,819	68,104
1	2	48,984	52,687	56,387	58,962	61,534	64,819	68,104
2	3	50,844	54,620	58,389	60,966	63,538	66,822	70,107
3	4	52,705	56,802	60,895	63,476	66,048	69,329	72,616
4	5	54,575	58,979	63,380	65,962	68,537	71,822	75,106
5	6	56,903	61,394	65,879	68,462	71,036	74,323	77,607
6	7	59,233	63,807	68,376	70,960	73,537	76,823	80,106
7	8	61,576	66,219	70,877	73,465	76,046	79,329	82,613
8	9	63,914	68,896	73,878	76,467	79,047	82,331	85,617
9	10	66,234	71,550	76,869	79,460	82,042	85,326	88,612
10	11	69,043	74,701	80,362	82,954	85,542	88,824	92,109
11	12	71,837	77,854	83,861	86,456	89,042	92,328	95,613
12	13	74,180	80,278	86,368	89,042	92,191	95,477	98,762
13	14			89,059	91,816	94,947	98,333	101,715
14	15					97,905	101,395	105,395

		2020-2021 school year with .5% adjustment and 2% COLA,						
(Hires after the 2018-19 school year)	Current Employees	BA	BA 15	MA	MA 15	MA 30	MA 45	MA 60
	1	50,208	54,004	57,797	60,436	63,073	66,439	69,806
1	2	50,208	54,004	57,797	60,436	63,073	66,439	69,806
2	3	52,115	55,985	59,848	62,490	65,126	68,493	71,860
3	4	54,023	58,223	62,417	65,063	67,699	71,063	74,431
4	5	55,939	60,453	64,965	67,611	70,251	73,617	76,983
5	6	58,326	62,929	67,526	70,174	72,812	76,181	79,548
6	7	60,714	65,403	70,085	72,734	75,375	78,743	82,109
7	8	63,116	67,874	72,649	75,301	77,947	81,312	84,679
8	9	65,511	70,618	75,725	78,379	81,024	84,389	87,757
9	10	67,890	73,339	78,791	81,447	84,093	87,459	90,827
10	11	70,769	76,568	82,371	85,028	87,680	91,045	94,411
11	12	73,633	79,800	85,957	88,618	91,269	94,636	98,003
12	13	76,035	82,285	88,527	91,269	94,496	97,864	101,231
13	14			91,285	94,112	97,321	100,791	104,257
14	15					100,353	103,930	108,030

**Salary Guide I – WEA Teachers**

(Hires after the 2018-19 school year)	Current Employees	2021-2022 school year with 2% COLA						
		BA	BA 15	MA	MA 15	MA 30	MA 45	MA 60
	1	51,212	55,084	58,953	61,645	64,334	67,768	71,202
1	2	51,212	55,084	58,953	61,645	64,334	67,768	71,202
2	3	53,157	57,105	61,045	63,740	66,429	69,863	73,297
3	4	55,103	59,387	63,665	66,364	69,053	72,484	75,920
4	5	57,058	61,662	66,264	68,964	71,656	75,090	78,523
5	6	59,492	64,188	68,876	71,577	74,268	77,704	81,139
6	7	61,928	66,711	71,487	74,188	76,883	80,318	83,751
7	8	64,378	69,232	74,102	76,807	79,506	82,938	86,372
8	9	66,822	72,030	77,239	79,946	82,644	86,077	89,512
9	10	69,248	74,806	80,366	83,076	85,774	89,209	92,644
10	11	72,184	78,100	84,018	86,729	89,434	92,866	96,300
11	12	75,106	81,396	87,676	90,390	93,094	96,529	99,963
12	13	77,555	83,931	90,297	93,094	96,386	99,821	103,255
13	14			93,111	95,994	99,268	102,807	106,343
14	15					102,360	106,009	110,191

Longevity	Years of Service	Amount
A	13 - 19	\$955
B	20 - 24	\$1204
C	25 +	\$1452
Enhanced		\$3000

Longevity payments will begin in the 14<sup>th</sup> year of service

**Salary Guide II – Special Education Instructors**

WEA Instructors Salary Schedule			WEA Instructors Salary Schedule		
FY20 (9/1/19 - 8/31/20) 1% adjustment and 2% COLA			FY21 (9/1/20 - 8/31/21) .5% adjustment and 2% COLA		
Step	BA	MA	Step	BA	MA
1	35,516	37,146	1	36,404	38,075
2	36,498	38,584	2	37,411	39,548
3	37,481	40,022	3	38,418	41,022
4	38,481	41,459	4	39,443	42,495
5	39,464	42,897	5	40,451	43,970
6	40,426	44,336	6	41,437	45,445
7	41,408	45,775	7	42,443	46,920
8	42,391	47,212	8	43,450	48,392
9	43,371	48,650	9	44,456	49,866
10	44,354	50,090	10	45,463	51,342
11	45,333	51,527	11	46,467	52,815
12	46,318	52,965	12	47,476	54,289

*Salary Guide II – Special Education Instructors*

<b>WEA Instructors Salary Schedule</b>		
<b>FY22 ( 9/1/21 - 8/31/22) 2% COLA</b>		
<b>Step</b>	<b>BA</b>	<b>MA</b>
<b>1</b>	37,132	38,836
<b>2</b>	38,159	40,339
<b>3</b>	39,186	41,843
<b>4</b>	40,232	43,345
<b>5</b>	41,260	44,849
<b>6</b>	42,266	46,354
<b>7</b>	43,292	47,858
<b>8</b>	44,319	49,360
<b>9</b>	45,345	50,864
<b>10</b>	46,372	52,369
<b>11</b>	47,396	53,871
<b>12</b>	48,426	55,375

**Appendix A-3**  
**Position Ratios**

- A. Those Directors who were appointed to said ratio position prior to 1980 shall have a base ratio, as per schedule below, applied to the Master's maximum or to his/her step position on the salary schedule, whichever is higher (including study increments). Those appointed after 1980 will receive the following stipend.

	19-20	20-21	21-22
<b>Category A</b> - Directors - English, Math, Science, Art, Music Social Studies, Foreign Language, Health, Physical Education, FaCS, and Secondary Special Education Supervisor	\$5428		
<b>Category B</b> - Guidance	\$4521	\$4521	\$4521
<b>Category C</b> - Media Services	\$4781	\$4781	\$4781

The parties will negotiate over the impact of any changes in teaching/administrative ratio and responsibility.

In a year when a Director has five (5) or more teachers new to the Winchester Public Schools for which s/he has responsibility, the Director's teaching load shall be reduced by one class per semester.

**Position Ratios and Stipends**

Effective 1998-1999, guaranteed summer work shall be apportioned:

English, Social Studies, Math, Science, Foreign Language	3 weeks
Guidance, Art, Music	2 weeks
Health, Physical Education and FaCS, Library	2 weeks
MS/HS Guidance Counselors	6 days/counselor

(Work assignment to be determined jointly by the Guidance Department Head, Principals and the Student Services Coordinator)

The determination of duties and time to be worked will be made by the Superintendent of Schools. Upon written application to the Superintendent, any part of the time required in addition to the 39-week contract year may be waived by the Superintendent.

Weeks of additional work, or days thereof, may be worked at time other than during the summer if the Director so requests and the Superintendent approves this request.

Training required or offered by the administration shall be reimbursed by the district at the Director's per diem rate and shall not be done on time from the extra weeks worked by the Directors.

	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
Middle School Team Leaders/Dept. Leaders	\$2802	\$2802	\$2802
Nurse Leader	\$2802	\$2802	\$2802

Clarification: Middle School Team Leader/Department Leaders stipend is per teacher.

The amounts so stipulated are based on the duties and responsibilities of the Team Leaders during the 1997-1998 school year. If the duties and responsibilities are to be modified, the Superintendent will notify the Association and the parties negotiate.

Middle School A-V Coordinator	\$3046	\$3046	\$3046
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**B. Position Ratios and Stipends**

1. For work in addition to the 39 weeks of the contract year, each teacher shall be compensated at the rate of \$40.00 per hour.
2. The Directors of English, Mathematics, Science, Social Studies, and Foreign Languages will be guaranteed, in the aggregate, twenty (20) days of work in addition to the 39-week contract year. An additional ten (10) days in the aggregate may be assigned at the discretion of the Superintendent. The Directors of Art and Music will work two weeks in addition to the 39-week contract year.
3. For the purpose of application of the ratios in this Appendix A, the term 39-week contract year shall mean those weeks in which school is scheduled to be in session at least one day.
4. A \$500 annual stipend will be available for each elementary school to be paid to a staff member who will be responsible for relieving teachers from bus duty if relief is required. The COMMITTEE reserves the right to engage the services of a non-unit member for this assignment should no unit member take advantage of the stipend.
5. Longevity payments will be made to all eligible bargaining unit members in the following manner unless a member has opted for Winchester Enhanced Longevity as referenced in Article IV section K.

	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>
13-19 yrs. Service*	\$ 955	\$ 955	\$ 955
20-24 yrs service	\$1204	\$1204	\$1204
25+ yrs. service	\$1452	\$1452	\$1452

Teaching service is defined as total number of teaching years, regardless of location.

5. Staff members who chaperone the camping experience of elementary students shall be compensated at a rate of thirty dollars (\$30.00) per night as a chaperone.
6. Employees of the Town of Winchester who are hired into positions covered by this Agreement and who have earned longevity benefits in their former positions in Winchester will continue to receive the longevity payments they have earned in their former position until they qualify for longevity payments pursuant to this Agreement which are equal to or higher than the one's they were previously receiving.
7. Incident Management Team

The district Incident Management Team (IMT) co-chairs shall be paid an annual stipend of \$2400.

\*Longevity begins at the beginning of a teacher's 14<sup>th</sup> year of service.”

**APPENDIX B**

**Extracurricular Stipends**  
**List of Activities**

Increase the Extracurricular Stipends in Appendix B as follows:

<u>Effective Date</u>	<u>Increase</u>
September 1, 2019	2.0%
September 1, 2020	2.0%
September 1, 2021	2.0%

<b>WINCHESTER HIGH SCHOOL EXTRA CURRICULAR STIPENDS</b>			
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>Position or Extracurricular Activity</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
Aberjona	\$4,678	\$4,771	\$4,867
Curtain & Cue/Drama Club	\$2,079	\$2,120	\$2,163
Marching Band	\$3,812	\$3,888	\$3,966
Musical Production	\$3,118	\$3,181	\$3,244
National Honor Society	\$1,732	\$1,767	\$1,802
Student Council	\$1,732	\$1,767	\$1,802
Technology Stage Advisor	\$2,512	\$2,563	\$2,614
Red & Black	\$1,732	\$1,767	\$1,802
Art/Photo Club	\$953	\$972	\$991
Band Front	\$693	\$706	\$721
Literary Magazine	\$693	\$706	\$721
Choral/Musical	\$1,905	\$1,943	\$1,982
Film Club	\$693	\$706	\$721
Harvard Model Congress	\$693	\$706	\$721
Harvard Model U.N.	\$693	\$706	\$721
Junior Statesmen of America	\$953	\$972	\$991
Poetry Club	\$693	\$706	\$721
Badminton Club	\$693	\$706	\$721
Orchestra/Musical	\$1,905	\$1,943	\$1,982
Outdoor Club	\$520	\$531	\$541
Prom Director	\$1,039	\$1,060	\$1,081

Spectrum	\$866	\$883	\$901
Freshman Class	\$693	\$706	\$721
Freshman Class	\$693	\$706	\$721
Sophomore Class	\$693	\$706	\$721
Sophomore Class	\$693	\$706	\$721
Junior Class	\$866	\$883	\$901
Junior Class	\$866	\$883	\$901
Senior Class	\$2,079	\$2,120	\$2,163
Peer Alliance	\$520	\$531	\$541
Leadership Development	\$520	\$531	\$541
Math Team	\$3,118	\$3,181	\$3,244
French Club	\$693	\$706	\$721
Latin Club	\$693	\$706	\$721
Italian Club	\$693	\$706	\$721
Spanish Club	\$693	\$706	\$721
Auto club	\$693	\$706	\$721
Best Buddies	\$693	\$706	\$721
Anime Club	\$520	\$531	\$541

<b>MCCALL MIDDLE SCHOOL EXTRA CURRICULAR STIPENDS</b>			
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>Position or Extracurricular Activity</b>	<b>Stipend</b>	<b>Stipend</b>	<b>Stipend</b>
School Store Advisor (Full Year)	\$1,614	\$1,646	\$1,679
In-House Tech Advisor 1(Full Year)	\$1,614	\$1,646	\$1,679
In-House Tech Advisor 2 (Full Year)	\$1,614	\$1,646	\$1,679
Art Club Advisor (Full Year)	\$1,925	\$1,963	\$2,002
Greenhouse Club Advisor (Full Year)	\$1,925	\$1,963	\$2,002
Enka Marching Band Advisor (Full Year)	\$624	\$637	\$649
Green Team Advisor (Full Year)	\$1,248	\$1,273	\$1,299
Homework Club Advisor (Monday - Thursday – Full Year)	\$2,497	\$2,547	\$2,598
Intramurals Advisor/Director (Full Year)	\$1,040	\$1,061	\$1,082
Jazz Band Advisor (Full Year)	\$2,601	\$2,653	\$2,706
Jubilation Singers Advisor (Full Year)	\$3,121	\$3,184	\$3,247
Math Team Grade 6 Advisor (Full Year)	\$1,925	\$1,963	\$2,002
Math Team Grade 7 & 8 Advisor (Full Year)	\$2,601	\$2,653	\$2,706
Photography Club Advisor (1/2 Year)		\$963	\$982
			\$1,002

Digital Photography Club (1/2 Year)	\$963	\$982	\$1,002
Poetry Club Advisor (Full Year)	\$624	\$637	\$649
Student Council Advisor (Full Year)	\$1,925	\$1,963	\$2,002
Talent Show Director/Advisor (Full Year)	\$624	\$637	\$649
WHS Tutoring Program Advisor (Full Year)	\$2,497	\$2,547	\$2,598
School Newspaper Advisor (Full Year Position)	\$1,248	\$1,273	\$1,299
Multicultural Club Advisor (Full Year)	\$1,248	\$1,273	\$1,299
Rubik's Cube Club Advisor (1/2 Year)	\$624	\$637	\$649
Anime Club (1/2 Year)	\$624	\$637	\$649
Mindfulness Club	\$1,248	\$1,273	\$1,299
Student Help Desk/Computer Club	\$1,925	\$1,963	\$2,002
Student Leadership Club	\$1,248	\$1,273	\$1,299
Best Buddies Club	\$624	\$637	\$649
3-D Fab Club	\$1,248	\$1,273	\$1,299

<b>ELEMENTARY SCHOOL EXTRA CURRICULAR STIPENDS</b>				
		2019-20	2020-21	2021-22
Position or Activity	Weeks	Stipend	Stipend	Stipend
Elementary Club Advisor	8	\$333	\$341	\$348
Technology Club	8	\$333	\$341	\$348
Sports Club	8	\$333	\$341	\$348
Homework Club	8	\$333	\$341	\$348
Math Club	8	\$333	\$341	\$348
Literature Club	8	\$333	\$341	\$348
Arts Club	8	\$333	\$341	\$348
Cooking Club	8	\$333	\$341	\$348
Science Club	8	\$333	\$341	\$348
Drama Club	8	\$333	\$341	\$348
Language Club	8	\$333	\$341	\$348
Music Club	8	\$333	\$341	\$348

## Appendix C

### Appendix C-1 Coaching and Other Athletic Stipends

Increase the Coaching and Other Athletic Stipends in Appendix C-1 as follows:

<u>Effective Date</u>	<u>Increase</u>
September 1, 2019	2.0%
September 1, 2020	2.0%
September 1, 2021	2.0%

<b>Appendix C-1 Coaching Stipends</b>	<u>2019-2020</u>			<u>2020-2021</u>			<u>2021-2022</u>		
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Baseball Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Baseball Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Basketball Head-Men	5233	6081	7146	5337	6203	7289	5444	6327	7435
Basketball Head-Women	5233	6081	7146	5337	6203	7289	5444	6327	7435
Basketball Asst-Men	3376	3924	4610	3444	4002	4703	3513	4082	4797
Basketball Asst-Women	3376	3924	4610	3444	4002	4703	3513	4082	4797
Cross Country-Men/Women	3587	4170	4899	3659	4253	4997	3732	4338	5097
Cross Country Asst-Men/Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Faculty Manager per season	2753	2753	2753	2808	2808	2808	2864	2864	2864
Field Hockey Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Field Hockey Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Football Head-Men	8441	9810	11526	8609	10007	11757	8781	10207	11992
Football Asst-Men	4221	4905	5763	4305	5003	5878	4391	5103	5996
Golf Head - Men	3376	3924	4610	3444	4002	4703	3513	4082	4797
Gymnastics-Men	4221	4905	5763	4305	5003	5878	4391	5103	5996
Gymnastics-Women	4221	4905	5763	4305	5003	5878	4391	5103	5996
Hockey Head-Men	5233	6081	7146	5337	6203	7289	5444	6327	7435
Hockey Asst-Men	3376	3924	4610	3444	4002	4703	3513	4082	4797
Hockey Head-Women	5233	6081	7146	5337	6203	7289	5444	6327	7435
Hockey Asst-Women	3376	3924	4610	3444	4002	4703	3513	4082	4797
Lacrosse Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Lacrosse Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597

Lacrosse Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Lacrosse Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Sailing Head - Coed	2533	2943	3458	2583	3002	3527	2635	3062	3597
Ski Head - Coed	3376	3924	4610	3444	4002	4703	3513	4082	4797
Soccer Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Soccer Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Soccer Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Soccer Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Softball Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Softball Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Swim Team-Men	4221	4905	5763	4305	5003	5878	4391	5103	5996
Swim Asst - Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Swim Team-Women	4221	4905	5763	4305	5003	5878	4391	5103	5996
Swim Asst - Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Tennis-Men	3587	4170	4899	3659	4253	4997	3732	4338	5097
Tennis-Women	3587	4170	4899	3659	4253	4997	3732	4338	5097
Track Indoor Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Track Indoor Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Track Indoor Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Track Indoor Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Track Spring Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Track Spring Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Track Spring Head-Women	4389	5102	5994	4477	5204	6113	4566	5308	6236
Track Spring Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Trainer per season	4697	4697	4697	4791	4791	4791	4887	4887	4887
Volleyball Head-Women	4221	4905	5763	4305	5003	5878	4391	5103	5996
Volleyball Asst-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Volleyball Head-Men	4221	4905	5763	4305	5003	5878	4391	5103	5996
Volleyball Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Wrestling Head-Men	4389	5102	5994	4477	5204	6113	4566	5308	6236
Wrestling Asst-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Ultimate Head-Coed	2533	2943	3458	2583	3002	3527	2635	3062	3597
Ultimate Asst-Coed	2109	2453	2882	2152	2502	2939	2195	2552	2998

Freshman Football-Men	4221	4905	5763	4305	5003	5878	4391	5103	5996
Freshman Soccer-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Soccer-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Baseball-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Hockey-Men	3376	3924	4610	3444	4002	4703	3513	4082	4797
Freshman Basketball-Men	3376	3924	4610	3444	4002	4703	3513	4082	4797
Freshman Basketball-Women	3376	3924	4610	3444	4002	4703	3513	4082	4797
Freshman Field Hockey-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Softball-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Lacrosse-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Volleyball-Women	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Volleyball-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Freshman Wrestling-Men	2533	2943	3458	2583	3002	3527	2635	3062	3597
Cheerleaders	0	0	3112	0	0	3174	0	0	3238

**C-2**  
**Peer Mediation**

Compensation for the positions shall be three thousand dollars (\$3,000) for the Head Peer Mediator; the remaining three thousand dollars (\$3,000) shall be divided among four (4) Assistant Peer Mediators.

The Peer Mediation Program covers both the middle and high school student populations.

**Appendix D**  
**Special Needs Instructors**

Special Needs Instructors are appointed annually by the Superintendent.

A Special Needs Instructor shall be placed at Step Four (4) of the ELRM/SPED Salary Guide I. A new employee in this category shall be hired at a rate no higher than Step Four (4).

The following provisions and only the following provisions of the AGREEMENT shall apply to Special Needs Instructors: Preamble, ARTICLES I, II, III, IV, V, VI, VII, VIII, IX (if eligible), X, XI, XVI (if eligible), XVII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXII, XXXIII and Appendices B and C.

Article IX Sick Leave. Pro-rated sick leave shall be granted to Special Needs Instructors who are employed twenty (20) hours or more per week.

Article XVI Insurance and Annuity Plan. The provisions of Article XVI are applicable to Special Needs Instructors who are employed twenty (20) hours or more per week.

Special Needs Instructors shall be entitled to maternity leave in accordance with Massachusetts General Laws, Chapter 149, Section 105d. Further, the COMMITTEE may grant a maternity leave in excess of eight weeks for a period not to exceed the remainder of the one-year appointment.

## **APPENDIX E**

### **Summary of Your Rights Under The Family and Medical Leave Act of 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months\*, and if there are at least 50 employees within 75 miles.

#### Reasons for Taking Leave

Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, placement for adoption or foster care.
- To care for the employee’s spouse, son or daughter, parent, who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee’s job.

At the employee or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

#### Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable”.

An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

#### Job Benefits and Protection

or the duration of the FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan”.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

## Unlawful Acts of Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

The US Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supercede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**APPENDIX F**  
**Winchester Public Schools**  
**Policy and Procedures on Harassment**  
**(Including Sexual Harassment)**

The Winchester Public Schools is committed to providing faculty, staff and students an environment, which allows them to pursue their careers and studies in physical and emotional safety. Therefore, schools and offices must be free of any type of harassment or physical threat of well-being. All persons associated with the school system, including, but not limited to, the school committee, the administration, faculty, staff and students are expected to conduct themselves at all times so as to provide an atmosphere free from harassment. These same individuals are strongly encouraged not to tolerate, even by silence, any violation of this policy by others.

**Definition of Harassment**

Harassment refers to conduct, behavior, or comments that are personally offensive, degrading, or threatening to others. This policy refers to, but is not limited to, insulting or harmful comments or actions based on a person's race, gender, religion, sexual orientation, national origin, physical characteristics, or disability. Examples of harassment include, but are not limited to, name calling, threats, unsolicited physical contact, unwelcome and insulting comments and gestures, and the display or circulation of written materials or pictures that are degrading or offensive to any individual, ethnic, racial, religious or gender group.

Sexual harassment is a form of discrimination which is included in this policy and, as defined here, is illegal and is a violation of Title VI of the 1964 Civil Rights Act and the Massachusetts General Laws, c. 151, section 4B. In addition, the Massachusetts Fair Education Practices Law and Title IX of the Federal Education Amendments of 1972 make any form of sexual harassment in any program or study in any institution an unfair educational practice. For purposes of this policy, sexual harassment is defined, as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, academic work or participation in extra-curricular activities.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or academic environment.

**Procedures for Reporting Harassment**

In determining whether an alleged incident constitutes harassment, the building principal (unless involved as a party) will serve as the hearing officer vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the following procedures. The following steps should be followed in the reporting/resolution process. In attempting to reach a resolution, the totality of circumstances, including the developmental level and age of the students involved will be considered.

## **Student**

### **Level One**

#### Sexual harassment

Any student in the secondary schools who believes that he/she has been subjected to sexual harassment should report the incident to one of the two advocates for students appointed in each of the secondary schools. If a student reports the incident to another staff member, and the staff member determines that harassment has occurred, he or she must, even if the situation has been resolved, report the incident to one of the two advocates. At the elementary level, a student should report the incident to the classroom teacher or to any other teacher who will report the incident to the student's classroom teacher, even if he or she has resolved the situation. At either the elementary or the secondary schools, all incidents and their disposition will be reported to the principal.

The advocate or teacher will examine the totality of the circumstances and the context in which the alleged incident occurred. The teacher/advocate will attempt to resolve the problem by conferring with all parties, including the parents or guardian as appropriate, and the Title IX Coordinator in order to obtain a clear understanding of the facts. All matters involving sexual harassment complaints will remain confidential to the extent possible. If the advocate/teacher is not successful in resolving the situation or a decision is made to move the complaint forward, the incident must be referred to the school principal.

### **Other Types of Harassment**

All other harassment should be reported to a faculty member, including a guidance counselor or the school nurse. If that staff member is not successful in resolving the situation or a decision is made to move the complaint forward, the incident must be referred to the school principal.

### **Level Two**

In all cases of harassment, including sexual harassment, the principal will hold an informal hearing to attempt to resolve the situation. He or she will involve the students' parents or guardian and the Title IX Counselor as appropriate.

### **Level Three**

In the event that a student and/or parents are not satisfied by the resolution process at level two, they may file the complaint with the Superintendent of Schools within a reasonable amount of time, not to exceed thirty days. Hearing procedures for both students and staff are described after the staff section of this document.

## **Staff**

### **Level One**

Any staff member of the district who believes he/she has been subjected to harassment as defined by this policy, including sexual harassment, is to report the incident to the building principal (unless he/she is the party involved, in which case, reporting moves to level two).

The principal will examine the totality of the circumstances and the context in which the alleged incident occurred. After obtaining a clear understanding of the facts by conferring with all parties involved, the principal will attempt to resolve the problem.

### **Level Two**

In the event that a staff member is not satisfied by the resolution process, he/she may file the complaint with the Superintendent of Schools (unless he/she is a party, in which case the complaint goes to the school committee) within a reasonable amount of time not to exceed 30 days. Hearing procedures for both students and staff are described after the staff section of this document.

## **Hearing Before the Superintendent**

The purpose of the superintendent's hearing will be to determine whether the school system's policy on harassment, including sexual harassment, has been violated, and, if so, the superintendent will recommend appropriate consequences for the violation.

Both parties will be given a full and fair hearing. The proceeding, although formal, is not a court proceeding and the superintendent will not be bound by the procedures and rules of evidence of a court of law. In most instances, complainants and respondents will be expected to speak for themselves, although, if desired, an advocate(s) and/or legal counsel may accompany each party.

The superintendent will act as the presiding officer of the hearing and may have counsel present for purposes of assisting in the orderly conduct of the hearing. The complainant and the respondent will be asked to clarify the issues and to define the areas of disagreement. To encourage a fair and focused hearing, the parties will notify the superintendent at the start of the proceedings about the points of agreement and disagreement. The superintendent will hear testimony and consider whether the school committee policy on harassment has been violated, and, if he or she so finds, will recommend appropriate consequences.

The superintendent will:

- ensure an orderly presentation of all evidence.

- ensure that the proceedings are accurately recorded by means of a tape or stenographic recording.
- issue a fair and impartial decision based on the issues and evidence presented at the hearing no later than ten (10) working days after the conclusion of the hearing or, when written arguments are submitted ten (10) working days after their submission.

### Decision of the Superintendent

After all the evidence and the testimony are presented, the superintendent (or the school committee in the case of a charge against the superintendent) will deliberate to determine whether the school system's policy on harassment has been violated. If the superintendent/school committee finds that the policy has not been violated that fact will be registered in the records of the hearing, and the written decision will be forwarded to the complainant and the respondent no later than fifteen (15) working days after the completion of the hearing.

If the superintendent/school committee finds that the school system's policy on sexual harassment has been violated, the hearing officer will prepare findings and will recommend a penalty for the respondent and relief for the complainant. The findings of fact as well as the recommended penalty and relief will be based solely on the testimony and evidence presented at the hearing.

### Consequences of the Decision

If a student or staff member is found in violation of this policy, the consequences should reflect the severity of the harassment. These consequences may include, but will not be limited to, any one or combination of the following:

#### Student

- verbal admonition
- written warning, placed in individual's record
- probation
- transfer to another school
- suspension from school and possible expulsion, with an additional hearing, following a finding that the policy has been violated

If appropriate, the superintendent may recommend some form of community service or school service, and may also make appropriate recommendations, such as professional counseling, and may recommend relief for the complainant which reinstates and restores the aggrieved party as much as possible.

#### Staff

- verbal admonition
- written warning, placed in individual's record
- probation
- suspension with/without pay, demotion/transfer to another role/building within the school system, removal from administrative duties within a building/department, dismissal.

The superintendent may also make appropriate recommendations, such as professional counseling, and, may recommend relief for the complainant, which reinstates and restores the aggrieved party as much as possible.

### Prevention

In an effort to prevent harassment from occurring, discussions of all forms of harassment and their consequences will be integrated into curriculum and instruction at all levels of the school system. Training in the prevention and correction of harassment will be provided to staff. Staff members are encouraged to be vigilant about all types of harassment and to intervene and report any incidents, which could be construed as harassment. Staff members are expected to engage student groups in discussions about the issue of harassment and to increase student awareness of reasons not to engage in harassment.

**APPENDIX G**  
**WINCHESTER PUBLIC SCHOOLS**  
**STRATEGIC GOALS**

**WPS Vision for Learning**

Educators, parents, students, and the community co-create the conditions needed for all to thrive emotionally, socially, and academically. Our classrooms are respectful, inclusive, personalized learning spaces that support innovation and healthy risk-taking. Our learning community is built on a foundation of service, collaboration, and kindness and our students gain the skills and knowledge needed to make healthy, balanced life choices.

Our Beacons		
Our vision is summarized by three beacons, which guide the success of both individual students and the wider learning community. The beacons highlight our community's aspirations for our students, our staff, and our schools.		
<b>Individual Pathways for Success</b>	<b>Communities of Collaboration</b>	<b>Healthy Balance and Wellness</b>
In achieving these beacons, WPS school and classroom success will be measured by the extent to which we:		
<ul style="list-style-type: none"> <li>Personalize learning for all individuals, regardless of physical, emotional, or learning differences</li> <li>Embrace innovation, exploration, creativity, and independent thinking</li> <li>Foster diverse pathways to success promoting mastery of life skills</li> </ul>	<ul style="list-style-type: none"> <li>Value ethical and kind behavior</li> <li>Prioritize strong relationships</li> <li>Promote collaborative problem-solving and learning</li> <li>Create inclusive cultures that embrace and support all individuals</li> <li>Encourage service to others</li> </ul>	<ul style="list-style-type: none"> <li>Invest in social-emotional and physical wellness</li> <li>Inspire passionate and joyful learners</li> <li>Enable self-regulation and mindfulness</li> <li>Build autonomy, self-advocacy, and capacity for healthy decision making</li> </ul>

## **Appendix H**

The Joint Evaluation committee will continue to meet during the terms of this contract (September 1, 2019 – August 31, 2022).