

AGREEMENT

BETWEEN

WATERTOWN SCHOOL COMMITTEE

AND

WATERTOWN EDUCATORS ASSOCIATION UNIT A

September 1, 2019 – August 31, 2022

# Table of Contents

<b>ARTICLE I: AGREEMENT .....</b>	<b>7</b>
<b>ARTICLE II: ASSOCIATION RECOGNITION, JURISDICTION, RIGHTS AND RESPONSIBILITIES...</b>	<b>8</b>
SECTION A: ASSOCIATION RECOGNITION.....	8
SECTION B: DEFINITIONS.....	8
SECTION C: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS .....	8
SECTION D: ASSOCIATION RIGHTS .....	9
1. <i>Use of School Facilities</i> .....	9
2. <i>Release Time for Association Business</i> .....	9
3. <i>Exchange of Information/Joint Responsibilities</i> .....	10
4. <i>Consultation</i> .....	11
5. <i>No Strike</i> .....	11
<b>ARTICLE III: MANAGEMENT RIGHTS .....</b>	<b>11</b>
SECTION A: EDUCATIONAL POLICIES.....	11
SECTION B: PLANT AND PERSONNEL MANAGEMENT.....	11
SECTION C: GENERAL POWERS.....	11
SECTION D: SUPERINTENDENT'S AUTHORITY .....	12
<b>ARTICLE IV: SCOPE OF THE AGREEMENT .....</b>	<b>12</b>
SECTION A: .....	12
1. <i>Just Cause</i> .....	12
2. <i>Civil Service</i> .....	12
SECTION B: SAVE AND SEPARABILITY .....	12
SECTION C: ACADEMIC FREEDOM .....	12
SECTION D: ENFORCEMENT .....	13
SECTION E: CLOSURE.....	13
<b>ARTICLE V: SALARIES AND OTHER COMPENSATIONS .....</b>	<b>13</b>
SECTION A: SALARY INCREASES .....	13
1. <i>Scope:</i> .....	13
2. <i>Method of Payment</i> .....	13
3. <i>Computations</i> .....	14
4. <i>Requirements for Lane Placement</i> .....	14
a. Bachelors.....	15
b. Bachelors + 15 Eliminated .....	15
c. Master's + 15, 30 and 45.....	15
5. <i>Lateral Adjustments</i> .....	16
a. Bachelor's +15, Master's +15, Master's +30 and Master's +45.....	16
b. Master's and CAGS/Ed.D.....	16
6. <i>Sick Leave Buy Back</i> .....	16
7. <i>Longevity Benefit</i> .....	16
YEARS OF SERVICE .....	16
Section B: <i>Supplemental Compensation</i> .....	17

<i>Section C: Salary Deferral (Section 125).....</i>	<i>17</i>
<i>Section D: Enrollment of Children of Teachers in the Watertown Public Schools.....</i>	<i>17</i>
<i>Section E: Study Committee to Study Teacher Career Ladder Section .....</i>	<i>17</i>
<b>ARTICLE VI: GRIEVANCE PROCEDURE .....</b>	<b>18</b>
SECTION A: DEFINITIONS.....	18
SECTION B: PURPOSE.....	18
SECTION C: PROCEDURE .....	18
1. Level One.....	19
2. Level Two.....	19
3. Level Three.....	19
4. Level Four.....	20
SECTION D: GENERAL.....	21
1. Decisions at Levels One – Three.....	21
2. Direct Filing By Association.....	21
3. Maintenance of Grievance Files .....	21
4. Time Limits.....	22
<b>ARTICLE VII: HOURS AND WORKLOAD.....</b>	<b>22</b>
SECTION A: SCHEDULING .....	22
SECTION B: SCHEDULED WORK DAY .....	22
SECTION C: WORK YEAR.....	23
SECTION D: DUTY-FREE LUNCH/PREPARATION PERIODS.....	24
SECTION E: TEACHING LOAD.....	24
SECTION F: MEETINGS.....	25
1. Staff Meetings.....	25
2. Parent Meetings .....	25
<b>ARTICLE VIII: NONTEACHING DUTIES .....</b>	<b>25</b>
SECTION A: EXTRACURRICULAR ACTIVITIES .....	25
SECTION B: SUBSTITUTE TEACHING .....	26
SECTION C: BUS DUTY.....	26
SECTION D: EVENING EVENTS .....	26
<b>ARTICLE IX: TEACHER EMPLOYMENT.....</b>	<b>26</b>
SECTION A: BREAK IN SERVICE.....	26
SECTION B: PART-TIME SERVICE.....	27
SECTION C: CRIMINAL OFFENDERS RECORDS INVESTIGATION (CORI).....	27
<b>ARTICLE X: TEACHER ASSIGNMENT .....</b>	<b>28</b>
SECTION A: ANNUAL SCHEDULE.....	28
SECTION B: SPECIAL/UNUSUAL ASSIGNMENTS.....	28
SECTION C: VOLUNTARY ASSIGNMENTS.....	28
SECTION E: FAIR PRACTICES .....	28
SECTION F: NURSES' TEACHING ASSIGNMENTS.....	29
<b>ARTICLE XI: TEACHER EVALUATION.....</b>	<b>29</b>

SECTION A: OBSERVATIONS AND REPORTS.....	29
SECTION B: PERSONNEL FILES.....	29
<b>ARTICLE XII: TEACHER FACILITIES.....</b>	<b>30</b>
SECTION A: SAFETY AND HEALTH.....	30
SECTION B: SCHOOL FACILITIES .....	30
<b>ARTICLE XIII: SICK LEAVE .....</b>	<b>31</b>
SECTION A: ENTITLEMENTS.....	31
SECTION B: ACCUMULATION .....	31
SECTION C: SICK LEAVE BANK.....	31
<b>ARTICLE XIV: TEMPORARY LEAVES OF ABSENCE.....</b>	<b>32</b>
SECTION A: PREAMBLE .....	32
SECTION B: ENTITLEMENT .....	32
1. <i>Personal Leave:</i> .....	32
2. <i>Religious Observance:</i> .....	32
3. <i>School Visitations:</i> .....	<b>Error! Bookmark not defined.</b>
4. <i>Legal Proceedings:</i> .....	32
5. <i>Bereavement Leave:</i> .....	33
6. <i>Bedside Care:</i> .....	33
7. <i>Adoption Legal Proceedings:</i> .....	33
8. <i>Section C: Approval:</i> .....	33
9. <i>Section D: Requests for Leave</i> .....	34
10. <i>Section E: Emergency Leave</i> .....	34
<b>ARTICLE XV: EXTENDED LEAVES OF ABSENCE .....</b>	<b>34</b>
SECTION A: ASSOCIATION ACTIVITIES.....	34
SECTION B: EXCHANGE PROGRAM .....	34
SECTION C: MILITARY LEAVE.....	34
SECTION D: EXTENDED BEDSIDE CARE.....	34
SECTION E: PUBLIC OFFICE .....	35
SECTION F: EXTENDED SICK LEAVE.....	35
SECTION G: CAREER EXPLORATION .....	35
SECTION H: DISCRETIONARY LEAVES.....	35
SECTION I: RETENTION OF BENEFITS.....	35
SECTION J: EXTENSION OF LEAVES.....	35
SECTION K: NOTIFICATIONS.....	36
<b>ARTICLE XVI: MATERNITY AND CHILD CARE LEAVE .....</b>	<b>36</b>
SECTION A: PERIOD OF LEAVE.....	36
SECTION B: RETENTION OF BENEFITS.....	36
SECTION C: EXTENSIONS.....	36
SECTION D: NOTICE OF INTENT TO RETURN .....	36
<b>ARTICLE XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT .....</b>	<b>37</b>
SECTION A: WORKSHOPS, SEMINARS, CONFERENCES .....	37

SECTION B: IN-SERVICE COURSES/CONFERENCES .....	38
SECTION C: TUITION REIMBURSEMENT .....	38
SECTION D: STUDENT TEACHER VOUCHERS .....	39
SECTION E: THE PROFESSIONAL DEVELOPMENT COUNCIL .....	39
SECTION F: SCHOOL-BASED MANAGEMENT.....	39
SECTION G: CAREER PATH OPTIONS .....	40
SECTION H: SABBATICAL LEAVE.....	40
<b>ARTICLE XVIII: ASSOCIATION SECURITY .....</b>	<b>41</b>
SECTION A: DUES DEDUCTION.....	41
SECTION B: AGENCY FEE .....	41
<b>ARTICLE XIX: INSURANCE COVERAGES.....</b>	<b>42</b>
<b>ARTICLE XX: TRANSFER/SENIORITY.....</b>	<b>43</b>
SECTION A: TRANSFERS .....	43
1. <i>Definitions:</i> .....	43
2. <i>Voluntary Transfers</i> .....	43
3. <i>Involuntary Transfers</i> .....	44
4. <i>Notice of Transfer</i> .....	44
SECTION B: POSTING OF VACANCIES .....	44
SECTION C: VACANCIES AND TRANSFERS .....	44
<b>ARTICLE XXI: REDUCTION-IN-FORCE.....</b>	<b>45</b>
SECTION A: SCOPE.....	45
SECTION B: SENIORITY DETERMINATION .....	45
SECTION C: SENIORITY UNITS.....	46
SECTION D: PRELIMINARY CONSIDERATIONS .....	46
SECTION E: LAYOFF PROCEDURE .....	46
1. <i>Notification:</i> .....	46
2. <i>Layoff Criteria:</i> .....	46
3. <i>Bumping Rights</i> .....	46
SECTION F: RECALL PROCEDURE.....	47
SECTION G: .....	47
SECTION H: WAIVER LETTER.....	47
<b>ARTICLE XXII: DURATION .....</b>	<b>49</b>
<b>APPENDIX A.....</b>	<b>50</b>
SECTION B: DIFFERENTIALS.....	52
SECTION C: COMPENSATION FOR EXTRACURRICULAR ACTIVITIES .....	53
SECTION D: COMPENSATION FOR SPECIFIC CURRICULUM-RELATED ASSIGNMENTS .....	54
SECTION E: OTHER COMPENSATION.....	55
SECTION F: ATHLETIC STIPENDS.....	56
<b>APPENDIX C .....</b>	<b>62</b>
<b>APPENDIX D.....</b>	<b>64</b>

<b>APPENDIX E .....</b>	<b>67</b>
<b>APPENDIX F .....</b>	<b>68</b>

## **ARTICLE I: AGREEMENT**

This Agreement is made and entered into on this twelfth day of November 2019, by and between the Watertown School Committee (hereinafter referred to as the "Committee") and the Watertown Educators Association (hereinafter referred to as the "Association").

### **PREAMBLE**

The Watertown Educators Association and the Watertown School Committee jointly entered a process to develop a contract which would be conducted in a spirit of open communication and which served common interests. This process was based on a sense of trust, sharing of information, and a common goal of bettering the quality of education in our community and the professional life of our staff.

Both parties worked toward an agreement which will reward and will benefit the staff of the Watertown Public Schools and will enable them to develop and to deliver the best possible educational program for the children of Watertown.

It is understood that through the provisions of this contract, the achievements of staff and student alike must be recognized and must be rewarded. Specifically, the parties jointly developed an independent criterion against which, over time, we could measure our success in this regard. Since our mutual interests are both served by comparison of communities against which our students are measured, we chose a subset of those same communities, a group defined by the Educational Records Bureau (ERB) and the Educational Collaborative (EDCO) against which to compare the benefits and compensation awarded the professional staff.

Both parties recognize the lifelong value of education to children, our community, our state, and our nation, and respect the role that all participants (teachers, administrators, support staff, parents, community members, and students) play in that process. We agree that the most important component of the educational process is the contact between the teacher and the student and that every effort should be made to focus the teacher's time on direct student contact by protecting class size and by recognizing that activities which direct a teacher's time and energy from the classroom affects the quality of the program offered the student.

Both parties agree to work together to respond to the needs of the school system, to foster cooperation between the community and the schools, to encourage business support and involvement in the schools, and to acknowledge accomplishments and achievements by either party in meeting the goals and objectives of the school system.

## **ARTICLE II: ASSOCIATION RECOGNITION, JURISDICTION, RIGHTS AND RESPONSIBILITIES**

### **Section A: Association Recognition**

For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive bargaining agent for all of the professional employees of the Committee as such employees are defined in M.G.L. c.150E, Sec. 1 and who may be assigned to the following bargaining units.

Unit A: All permanent full-time and permanent part-time professional teaching personnel employed by the Watertown School System including Teachers, School Counselors, Adjustment Counselors, Social Workers, Psychologists, Speech Therapists, Physical Therapists, Occupational Therapists, Board Certified Behavioral Analysts, Behavior Specialists, Instructional Coaches, Elementary Science Specialists, Elementary Math Specialists, Elementary Social Studies positions, Librarians, Media Specialists, Computer Specialists and School Nurses.

### **Section B: Definitions**

1. Unless otherwise indicated, the employees in the above defined unit will be hereinafter referred to as "teachers."
2. Any reference to "teacher" will include a male/female teacher.
3. The term "person" as used in this Agreement means a person employed by the Committee.

### **Section C: Protection of Individual and Group Rights**

1. There will be no reprisal of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
2. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the Professional Rights and Responsibilities Committee ("PR&R Committee"), or any other participant, by reason of such participation in the grievance procedure.
3. Any party may be represented at all stages of the grievance procedures by a person of the teacher's choosing, except that he/she may not be represented by a representative or any officer of any teacher organization, other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

4. If a representative of the Central Office summons a teacher to the office for the purpose of criticizing or of questioning that teacher's performance or conduct, the teacher shall receive prior notice of the purpose of the meeting.

#### Section D: Association Rights

##### 1. Use of School Facilities

- a. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The principal of the building in question will be asked in advance to confirm the time and place of all such meetings.
- b. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material relating to the Association's business. A room in a school building for the use of the Watertown Educators Association will be provided by the School Committee. Insofar as possible, the room will be for the exclusive use of the Association

##### 2. Release Time for Association Business

- a. When it is necessary, pursuant to Article VI (Grievance Procedure) for a school representative, member of the PR&R Committee, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/ her principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- b. With prior approval of the Superintendent, any teacher officer other than the president of the Association shall be excused from duty as a teacher for part of a school day when necessary to attend important Association business.
- c. Upon notification to the superintendent, the association president will be released from all duties, without loss of pay, to attend to important association business. The president agrees that these rights will not be abused. Effective September 1, 2019, the District shall grant up to half-time paid release to the President of the Association to perform professional duties associated with the position of President. The Association shall notify the Superintendent in writing, on or before June 15 of each contract year what amount of paid release (up to half time) the Union President will require in the following school year. The association shall reimburse the District for the pro-rata salary of the President as well as for a pro-rata share of the President's health insurance costs based upon the percentage of release time taken

(i.e. if the President is a half-time President, the Association would pay half of her/his salary and half of the share of health insurance premium costs, which would otherwise be paid by the Town of Watertown). The President shall continue to accrue all benefits under the collective bargaining agreement as a full-time employee. The half-time paid release agreement referenced above shall expire on August 31, 2022 unless both parties mutually agree in writing to extend the agreement. If the parties do not extend the agreement, the Association President release time shall revert to the previous release time arrangement as set forth in the first sentence in this paragraph.

### 3. Exchange of Information/Joint Responsibilities

- a. The Committee will, upon request, make available to the Association any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process a grievance under this Agreement where legally required.
- b. The Association shall make available information which may be necessary for the Superintendent and School Committee to act on a grievance under their agreement where legally required.
- c. Each building representative will be provided with copies of minutes of official Committee meetings and a copy of the official agenda of the meetings.
- d. A monthly schedule of staff and other meetings, as well as Association activities, will be jointly drawn by representatives of the Administration and the Association.
- e. Unit A, B and C contract will be printed in one book at the shared expense of the Committee and the Association (50/50), and a copy given to each member.
- f. Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Consultation

In recognition of the interest in education of the Watertown Educators Association, the School Committee agrees from time-to time to consider any suggestion for educational improvements that may be made by the Association.

5. No Strike

The Association agrees that for the duration of this agreement it will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by the employees represented by it. Any employee who engages in such activity will be subject to discipline, including discharge.

### **ARTICLE III: MANAGEMENT RIGHTS**

#### Section A: Educational Policies

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Watertown, charged with the quality of education in, and the efficient and economical operation of the Watertown School System, it is acknowledged that the Committee has the final responsibility for establishing the educational policies of the public schools in Watertown.

#### Section B: Plant and Personnel Management

Nothing in the agreement shall be deemed to derogate or impair powers, rights, or duties conferred upon the Committee by the statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to the complete right and authority to control, to supervise, and to manage the public schools; to determine the subjects to be taught; to assign to, direct to, evaluate, and generally to manage the staff of the school system; except where expressly limited by the terms of this agreement.

#### Section C: General Powers

As to every matter expressly not covered by this agreement, and except as expressly or directly notified by clear language in a specific provision of this agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

#### Section D: Superintendent's Authority

The parties recognize that the Superintendent, as the chief executive officer of the Committee, shall continue to act as administrator of Committee policies and powers. Nothing herein contained shall be interpreted to limit or restrict the distinction and authority inherent in the office of Superintendent (except insofar as said powers may be expressly restricted by the terms of this agreement).

### **ARTICLE IV: SCOPE OF THE AGREEMENT**

#### Section A:

##### **1. Just Cause**

No teacher shall be disciplined, reprimanded, reduced in rank, discharged, denied a professional advantage or involuntarily transferred without just cause in the performance of his/her teaching duties.

This section shall not limit the Committee's rights with respect to the renewal of teachers who have not been granted professional status.

##### **2. Civil Service**

Nurses who are permanently appointed to a civil service position shall be entitled to the protection of the provisions set forth in GL. c.31, 41-43. The nurses may choose to exercise those rights through the Civil Service Procedures or through the grievance and arbitration procedures in this agreement. However, once a nurse has elected a forum for exercising those rights, that forum cannot be changed.

#### Section B: Save and Separability

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, statute, or ordinance, then such provision or application shall be deemed invalid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### Section C: Academic Freedom

Teachers will be entitled to full rights or citizenship, and no religious or legal political activities of

any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

#### Section D: Enforcement

This agreement constitutes a part of Committee policy for the term of said agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy.

#### Section E: Closure

The Committee and the Association agree that each has had a right to bargain for any provision that they wished in this contract. Except as provided by Article XXII, each expressly waives the right to reopen the contract for any further demands or proposals, and that the present contract constitutes a complete agreement on all matters, and that if other proposals have been made, they have been withdrawn in consideration of this agreement.

### **ARTICLE V: SALARIES AND OTHER COMPENSATIONS**

#### Section A: Salary Increases

In order to recognize the contribution of the staff and to establish a standard against which the Watertown Public School Department chooses to compare itself in professional compensation as well as programming and student success, the Committee and the Association designed the compensation portion of this contract so that the salaries, including longevity, of the professional staff, over time, will be competitive with the top thirty percent of the 32 communities who are represented in either the Educational Records Board (ERB) and /or EDCO.

1. Scope:

The salaries of all persons covered by this agreement are set forth in the appendices which are attached hereto and made a part hereof.

2. Method of Payment

- a. Teachers shall be paid in twenty-six equal biweekly installments.

- b. The Committee will request the Treasurer's Office to make salary payments every other Thursday. Teachers must have their checks directly deposited. While it is optional now, commencing at the start of the 2021-2022 school year, all pay stubs will be electronically delivered.
  - c. Teachers shall receive a lump sum payment at the close of school in June directly deposited into their bank account.
3. Computations
- a. The salary provided teachers protected by this salary schedule is deemed by the School Committee and teachers to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end or at any time during the school year, amounts of salary earned but withheld to date of termination, shall be payable to the teacher, or in the event of death, to his/her Executor/trix or Administrator/s.
  - b. The salary provided teachers protected by this salary schedule is deemed by the School Committee and teachers to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end or at any time during the school year, amounts of salary earned but withheld to date of termination, shall be payable to the teacher, or in the event of death, to his/her Executor/trix or Administrator/s.
  - c. The salary provided professional employees on contract is deemed by School Committee and professional employees to be fully earned upon completion of their contract for any given year, and proportionately during the year. In the event of termination of services for any cause at the end of, or at any time during the contract, amounts of salary earned but withheld to date of termination shall be payable to the professional employees or in the event of death, to his Executor/trix or Administrator/s.
  - d. Teachers who are initially hired or who request part-time status or who are reduced to part-time status pursuant to a Reduction in Force (RIF) clause will be paid on a pro-rated basis of the regular teachers' salary schedule, commensurate with the time for which they are contracted to teach.
  - e. All personnel covered by this contract who work beyond the required work year, exclusive of summer workshops, will be compensated at 50% of their daily rate of pay for each extra day worked, provided said work is requested and approved in advance by the Superintendent of Schools. The daily rate of pay will be determined by dividing the number of days in a work year into the individual's current salary.
4. Requirements for Lane Placement
- All courses must be on the graduate level in an area related to his/her certification in the field of Education or Educational Administration, completed at a college or university

accredited by a national or regional accrediting association at the time the credits were awarded or Watertown Public Schools in-service courses as approved by the Superintendent of Schools or officially required degree prerequisite courses.

It is understood that for nurses graduate level course work taken towards a Master's degree in Nursing is covered by this provision.

a. Bachelors

- i. Effective September 1, 1992, all teachers who are employees of the Watertown Public Schools as of that date and are on step 10 of the Bachelor's schedule will be eligible for placement on a step in the schedule when they have served 15 years in the system (this step is referenced in Appendix A). No employee ranking under step 10 nor any employee who joins the system subsequent to September 1, 1992 will be eligible for this step.

b. Bachelors + 15 Eliminated

c. Master's + 15, 30 and 45

- i. Courses for the Master's + 15 semester hours and/or the Master's + 30 semester hours and/or the Master's +45 semester hours must be completed subsequent to the earning of the Master's degree. Exceptions to this policy may be granted by the Superintendent. Application for such exception must be submitted in writing. The Superintendent's decision is final and it may not be grieved.
- ii. Courses must be in the candidate's teaching field or an allied area. For the Master's + 15 semester hours, a minimum of six (6) semester hours must be in the candidate's teaching field. For the Master's + 30 semester hours, a minimum of twelve (12) semester hours must be in the teaching field and the remaining eighteen (18) semester hours must be in the field of general education. For the Master's + 45 semester hours, a minimum of eighteen (18) semester hours must be in the teaching field and the remaining twenty-seven (27) semester hours must be in the field of general education. Exception to this provision may be granted by the Superintendent of Schools. Application for exception must be submitted in writing prior to enrollment in the course.
- iii. The salary of a teacher who meets requirements for placement on Master's + 15 or Master's + 30 or Master's +45 shall be effective at the beginning of the next payroll period following presentation to the Superintendent of evidence of completion of the work required no later than June 10 and as of September 1, if presented after June 10, or during July or August.

## 5. Lateral Adjustments

### a. Bachelor's +15, Master's +15, Master's +30 and Master's +45

If the School Committee requirements for the Bachelor's + 15, Master's + 15, Master's + 30 or Master's +45 are met during the school year, the teacher shall be placed on the same step of the schedule for which he/she is eligible as of the next payroll period following the presentation to the Superintendent of evidence of completion of the work required no later than June 10, and as of September 1, if presented after June 10 or during July or August.

### b. Master's and CAGS/Ed.D.

If a Master's or CAGS/Ed.D Degree is received during the school year, the teacher shall be placed on the same step on the Master's or CAGS/Ed.D. schedule as of the next payroll period following presentation to the Superintendent of evidence of completion of the work required for the degree no later than June 10, and as of September 1, if presented after June 10 or during July or August. CAGS Degrees must be at least a 30 credit program. Those seeking a CAGS Degree must have already achieved a Master's Degree.

## 6. Sick Leave Buy Back

When a teacher retires from the Watertown School System, or if a teacher dies while employed by the School System, the teacher or, in the event of death, his/her estate shall be compensated for thirty percent (30%) of the teacher's accumulated sick leave, plus personal days converted to sick days, at a rate of one hundred dollars (\$100.00) per day if the teacher gives twelve months' advance non-rescindable notice of retirement or at a rate of eighty dollars (\$80.00) per day if the educator provides less than twelve months' notice of retirement.

## 7. Longevity Benefit

A teacher upon completion of the following years of service to the Town of Watertown, shall receive the following amount added to his/her salary effective September 1<sup>st</sup> of the next school year:

### YEARS OF SERVICE

Years of Service is defined as years completed in the Watertown Public Schools.

10	through	14 Years	\$1,500
15	through	19 Years	\$2,000

20	through	24 Years	\$2,500
25	through	29 Years	\$3,000
30	through	34 Years	\$4,000
35	Years +		\$4,500

#### Section B: Supplemental Compensation

Summer workshops for employees of Unit A, will be compensated at an hourly rate of \$35 per hour. The Coordinator of the project will additionally receive an amount equal to 20% more hours at the same rate. Notices for submission of summer workshop proposals will be posted by the Central Office by May 15 of each year and will be awarded by July 1. Unit A members shall also be compensated at \$35 per hour when they perform work at the discretion of the District, outside of the contractual work day or year, other than work expressly addressed and otherwise compensated by this contract. Such opportunities will be posted.

#### Section C: Salary Deferral (Section 125)

The Watertown School Committee agrees to provide a qualified salary deferral Plan (Section 125 Plan under the IRS Code) under which a qualified employee may annually elect to participate and thereby reduce his/her gross pre-tax compensation by an amount equal to the employee contribution towards the premium for health care coverage, medical expenses and child care.

#### Section D: Enrollment of Children of Teachers in the Watertown Public Schools

Upon the recommendation of the Superintendent and the approval of the School Committee, children of professional staff members may enroll in the Watertown Public School System on a space available basis and shall pay such tuition, if any, charged to Watertown citizens.

Unit A members are eligible for discounted extended day care tuition for their enrolled children,

#### Section E: Study Committee to Study Teacher Career Ladder Section

A Study Committee will be established for the purpose of studying career ladders for teachers. The Committee shall be comprised of representatives of the WEA and representatives of the School Committee (or their designees).

## **ARTICLE VI: GRIEVANCE PROCEDURE**

### Section A: Definitions

1. A "grievance" shall mean a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement as to an employee. As used in this article, the term "employee" shall include a group of employees having the same grievance.
2. A "party of interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint. Section B: Purpose
3. An "aggrieved person" is the person or persons making the complaint.

### Section B: Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the members of the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any member of the Association having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### Section C: Procedure

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. All reasonable efforts will be made to expedite grievances filed late in the school year.

### 1. Level One

- a. A member of the Association with a claim will file the claim in writing with his/her principal or immediate supervisor, either directly or through the Association's Building Representative, within thirty (30) school days from the time when the Association member knew or should have known of the action, event, or situation which led to the filing of the claim.

### 2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Professional Rights and Responsibilities Committee within five (5) school days. Within ten (10) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent of Schools and/or the Assistant Superintendent.
- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved person in an effort to resolve the grievance.
- c. If a member of the Association does not file a grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the member of the Association knew or should have known of the act or the condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will commence at Level Three of this procedure.

### 3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, then he/she may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee will refer it to the

School Committee.

- b. Within ten (10) school days after receiving the written grievance, a Subcommittee of the School Committee (that is, the "Subcommittee") will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full School Committee.

#### 4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Subcommittee, then he/she may within five (5) school days request in writing that the Chairperson of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance is meritorious, then the grievance will be submitted to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Department of Labor Relations, the Labor Relations Connection, or any other kind of arbitration procedures to resolve any grievance.
- c. Unless otherwise mutually agreed, the parties will be bound by the rules and procedures of the American Arbitration Association.

- d. The arbitrator so selected will confer with the representatives of the School Committee and the Professional Rights and Responsibilities Committee, will hold a prompt hearing(s), and will issue his/her decision not later than twenty (20) school days from the date the final statements have been submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
- e. No dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in Article VI, Sec. A, #1 of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.
- f. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the School Committee and the Association.

#### Section D: General

##### 1. Decisions at Levels One – Three

Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, will set forth the decision, will state the reason, and will be transmitted promptly to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee. Decisions rendered at Level Four will be in accordance with procedures set forth in Sec. C, Par. 4(c).

##### 2. Direct Filing By Association

In the event an aggrieved person does not desire to take action under this Grievance Procedure, the Association may process the grievance.

##### 3. Maintenance of Grievance Files

While both parties may maintain files of grievances and related materials, the Committee shall not make an entry of the grievance in the personnel file of any employees involved in a grievance except as may be required to implement the disposition. Materials may be placed in the personnel file after both parties have reviewed statements and had an opportunity to affix their signature and statements expressing their agreement or disagreement.

#### 4. Time Limits

From the last workday in June until the first workday, the "school day" time limits set forth in Levels Two, Three and Four shall be interpreted as "non-holiday weekdays."

### **ARTICLE VII: HOURS AND WORKLOAD**

#### Section A: Scheduling

The Watertown Educators Association and the School Committee recognize the concept of flexible scheduling as one way to meet the program needs of students.

Flexible scheduling will not impact the total number of hours in a teacher's work day. A teacher's work day will consist of a certain consecutive number of hours as indicated below and shall begin no earlier than 7:00 a.m. and end no later than 4:00 p.m. Flexible scheduling will be implemented on an individual and voluntary basis for each school year. No teacher will be involuntarily transferred to another building because of the implementation of flexible scheduling.

#### Section B: Scheduled Work Day

This section shall apply to all members of the bargaining unit not voluntarily participating in an approved flexible schedule as defined in Section A of this article.

##### 1. Classroom Teachers

- a. Elementary staff (Grades K-5) 6 hours & 30 minutes
- b. Middle School staff (Grades 6-8) 6 hours & 45 minutes
- c. High School staff (Grades 9-12) 6 hours & 50 minutes
- d. Preschool staff 6 hours & 30 minutes
- e. The workday of classroom teachers will begin fifteen (15) minutes before the starting times for the respective school to which they are assigned. All teachers shall be available after their last scheduled class or student supervision period for a period of time which the classroom teacher shall deem to be sufficient to meet with students who request help and to take care of those details which usually are connected with the daily session, except that on Fridays and days preceding holidays, teachers are free from duty at the close of the students' school day. Members of the Bargaining Unit, other than classroom teachers, will work at their assigned tasks for at least the length of the regular full-time teacher's workday.

Said starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teacher's workday.

- f. The teachers, through the Association, reaffirm their commitment to meet the needs of each student in the Watertown Public Schools. Accordingly, teachers agree to:
  - i. Provide individual attention to students beyond the hours specified above;                      and,
  - ii. Hold conferences initiated by parents of students with sufficient notice and at reasonable times beyond the hours specified above, as part of their continuing professional responsibilities.
- g. Teachers are expected to participate in professional release day programs until the conclusion of the program at 3:45 p.m. The three hour block until 3:45 p.m. is in place of one hour of curriculum planning time and two hours of release day professional development time.

#### Section C: Work Year

Unit A: The work year of classroom teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1 and terminate no later than June 30. The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year (the day will not occur prior to September 1) and four (4) other days of Professional and /or Curriculum development scheduled mid-year on which a teacher's attendance is required. The total number of work days will be 185 days.

Effective August 2017, the following language shall replace the language in the paragraph above:

Unit A: The work year of classroom teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than three consecutive days immediately preceding the Friday before Labor Day, providing that there will be no work on the Friday before Labor Day and that the student year shall not begin before Labor Day. The school year shall terminate no later than June 30. The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year and three (3) other days of Professional and /or Curriculum development scheduled before the start of the school year or midyear on which a teacher's attendance is required. The total number of work days will be 184 days.

#### Section D: Duty-Free Lunch/Preparation Periods

1. Teachers will have a duty free lunch period at least the length of a regular student lunch period. Elementary school luncheon aides will be used to implement this provision. Teachers will have a thirty (30) minute duty-free lunch period.
2. All Middle School and High School classroom teachers will have, in addition to their lunch period, a full and uninterrupted preparation period during which they will not be assigned to any other duties. Preparation periods will be at least as long as a typical regular class period as scheduled for that day.
3. All elementary teachers, in addition to their lunch period, will have at least 40 uninterrupted minutes per day to be used for individual preparation and common planning time. Common planning time may be called by the administration no more than once per month provided that administration provides teachers with an agenda for the common planning time at least 48 hours in advance. Teachers shall schedule and inform the principal of one additional common planning time period per month that shall be devoted exclusively to evaluation, grade and/or team goals.
4. Nurses shall have a thirty (30) minute duty-free lunch period unless they are required to attend to an emergency or unforeseen medical need of a student(s).
5. It is understood that preparation periods do not apply to nurses. In addition, it is understood that nurses will not be required to perform non-teaching duties.

#### Section E: Teaching Load

1. All Middle School and Senior High School teachers will not be assigned more than seven (7) periods per day, consisting of at least one (1) full and uninterrupted preparation period and not more than six (6) student supervision periods. Schedule of supervisory personnel will provide time for supervision of instruction within the department without depriving them of a daily preparation period.
2. Academic subject area Middle and Senior High School teachers will not be required to teach more than two (2) subjects, nor prepare for more than three (3) specific course designations per day.
3. For purposes of Section E - Item 2, "Academic Subject Area" and "Subject" are defined as any of the following:

English	Grade 6 Reading/Language Arts
Social Studies	Mathematics
World Languages	Science
Grade 7 &8 Reading	

4. It is understood and agreed that if a teacher's annual schedule contains an exception to the provision of this section, the teacher will be provided with the weekly equivalent compensatory time. "Weekly equivalent compensatory time" will be defined as equal to two additional preparation periods within each appropriate schedule cycle.

### Section F: Meetings

#### 1. Staff Meetings

Teachers may be required to remain after the end of the regular workday to attend no more than four (4) hours of staff, building, or professional collaboration meetings each month. Each meeting will be one hour and twenty minutes long. The meetings will take place on the first, second and third Wednesday of the month. If the third Wednesday falls within the school vacation week, the meeting will take place on the fourth Wednesday of the month. The Professional Development Council (PDC) in conjunction with administration shall determine the agenda for the curriculum / content-based meetings. Teachers will be notified of such meetings at least forty-eight (48) hours in advance and must be given, at that time, the agenda for such a meeting.

#### 2. Parent Meetings

Teachers may be required to attend five (5) evening meetings each year. Attendance at all other evening meetings will be at the option of the individual teacher.

Nurses will comply with the provisions of Section F to the extent requested by the Building Administrator and/or the Administrator of Special Education.

## **ARTICLE VIII: NONTEACHING DUTIES**

### Section A: Extracurricular Activities

Teachers will be compensated for all participation in extracurricular activities in accordance

with the provisions of Appendix A.

#### Section B: Substitute Teaching

When teachers are required to use preparation periods to cover other classes, such teachers shall accumulate these periods, and for each six periods so accumulated shall be given a day off with pay. Teachers will be allowed to carry over these periods from one year to another, but not for more than two consecutive years. Time off under this provision shall not be deducted from any other leave. No teacher shall be allowed to accumulate more than two days in the school year under this provision; provided, however, that after such accumulation, the teacher will not be assigned any duty during his/her preparation period.

#### Section C: Bus Duty

Morning or afternoon bus duty where required will be performed by volunteers. Should there be insufficient volunteers; bus duty will be performed on a rotation basis. Any teacher performing morning or afternoon bus duty will be released from school in order to grant compensatory time off which equals bus duty time.

#### Section D: Evening Events

Supervision of evening events, such as games, plays, dances, etc., shall be paid at the rate of \$20.00 per hour. Such assignments will be distributed equitably.

#### Section E: Packing and Moving

Teachers required by the District to pack and move their classroom to a new building, outside of the normal work day, shall be provided a stipend of \$250. Teachers required to pack and move their classroom within a building, outside of the normal work day, shall be provided a stipend of \$105.

### **ARTICLE IX: TEACHER EMPLOYMENT**

#### Section A: Break in Service

Upon re-employment after resignation, teachers with previous experience in the Watertown Public School System shall not receive credit for the purpose of seniority, except those employees whose seniority was protected under Article XI of the November 19, 1989 contract between the Watertown School Committee and the Watertown Educators Association.

### Section B: Part-Time Service

As of September 1, 1982, teachers employed on a part-time basis will accrue seniority proportionate to their part-time employment status.

### Section C: Criminal Offenders Records Investigation (CORI)

Teachers shall submit to a Criminal Offenders Records Investigation (CORI) as required by Massachusetts Law. The School Committee reserves the right to require a teacher to submit to an additional CORI only under unusual circumstances.

The Director of Personnel or designee of the Superintendent shall notify the employee when the CORI check will be conducted.

Under circumstances where the results of the CORI call into question an employee's eligibility for continued employment the employee will be notified. The review of the CORI information for determining an individual's continued eligibility for employment will be as follows:

- 1 The individual with union representation, if requested, will meet with the Director of Personnel or other designee of the Superintendent to discuss the information collected by the CORI check.
- 2 The individual will be given the opportunity to give any and all fact relative to the findings of the report.

Any action taken on the basis of CORI results will be subject to the grievance process under just cause provisions of the collective bargaining agreement.

CORI is not subject to the public records law and may not be disseminated to unauthorized person for any purpose "other than to further the protection of children" or as required by law. CORI may always be shared with the individual to whom it pertains.

CORI files shall be kept in a locked file cabinet in the Central Office. Only School Committee members, the Superintendent, the Principal of the school to which the teacher is assigned, the Personnel Director, and a designated confidential secretary shall have access to CORI information.

## **ARTICLE X: TEACHER ASSIGNMENT**

### **Section A: Annual Schedule**

Teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable under normal circumstances not later than June 15th. If extenuating circumstances make a subsequent change in schedule necessary, the administration will notify the teacher as soon as possible prior to school opening.

A tentative schedule of staff meetings will be supplied to each teacher during the first week of school in September.

### **Section B: Special/Unusual Assignments**

In order to assure that pupils are taught by teachers working within their areas and competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

### **Section C: Voluntary Assignments**

Preference in grade and subject assignment and transfers will be duly considered according to the provisions of Article XX Transfer/Seniority.

### **Section D: Inter-School Assignments**

1. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
2. Teachers whose duties entail visiting more than one school in any one school day will be paid for all inter-school and/or school department business driving done by them based on the IRS rate.

### **Section E: Fair Practices**

The personnel policies and practices of the Watertown Public Schools will ensure that no person will be employed, retained, paid, dismissed, suspended, demoted, transferred, or retired because of race, color, national origin, religious belief, residence, physical disability, political activities, professional association activity, age, marital status, family relationship, sex, or sexual orientation.

### Section F: Nurses' Teaching Assignments

School nurses may be scheduled to teach on a limited basis in an area in which they are qualified.

## **ARTICLE XI: TEACHER EVALUATION**

### Section A: Observations and Reports

1. All observation of the work performance of a teacher will be conducted according to the terms of the parties' teacher evaluation system and rubrics.

### Section B: Personnel Files

1. Teachers have the right to review the contents of their personnel file except for materials of a confidential nature received at the time of initial employment. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has been so informed. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. If any material, excluding that material referred to in item 1 of this section, is placed in the personnel file of a teacher without acknowledgment by that teacher (or a statement signed by a witness indicating that said teacher saw the document and refused to acknowledge it), that document shall be removed and, if possible, returned to its source.
4. If a teacher refuses to affix his/her signature acknowledging that materials are to be placed in his/her personnel file, then a witness may sign that the teacher was informed and refused to sign.

## **ARTICLE XII: TEACHER FACILITIES**

### **Section A: Safety and Health**

The parties emphasize the importance of channels of communication related to health and safety issues. Accordingly, they agree that:

1. There should be a Health and Safety Committee in each school consisting of building administration, teachers, and interested parents. The existing “Tools for Schools” Committees may (as now constituted or as expanded) serve this function. The Health and Safety Committee shall bring to the attention of, as appropriate, building administration, central administration, and the School Committee any concerns as to health or safety issues in the building including, but not limited to, evidence of non-compliance with applicable town, state, or federal standards and recommendations for improvements.
2. In any renovation project in a school for over \$1,000,000 or for new construction, the Association may request the Superintendent to establish a four member committee to consist of two members appointed by each party. The purpose of the Committee shall be to establish communication between the Association and the administration regarding any matters related to the project including health and safety and to assist the work of the Health and Safety Committee in the building in which the renovation or construction occur.
3. A Study Committee will be established for the purpose of studying health and safety issues. The Committee shall be comprised of representatives of the WEA and representatives of the School Committee (or their designees).

### **Section B: School Facilities**

To the extent possible, each school will have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies;
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials;
3. A serviceable desk and chair for the teacher in each classroom;
4. A portion of the parking lot at each school will be reserved for teacher parking;
5. A telephone for faculty use shall be allowed in each school without cost.

## **ARTICLE XIII: SICK LEAVE**

### **Section A: Entitlements**

Teachers shall receive fifteen (15) days of sick leave each school year whether or not they report to work on the first day of school, except for teachers on sabbatical or on unpaid leave of absence. Following a fifth consecutive absence, teachers may be required to provide medical documentation to support their need for leave.

### **Section B: Accumulation**

1. Sick Leave days may be accumulated from year to year. Bargaining unit members hired after June 30, 2016 may accumulate up to a maximum of 185 sick leave days.
2. The Central Office will issue to each individual teacher a notification informing the individual teacher of the amount of sick leave accumulated to date at the beginning of each school year.

### **Section C: Sick Leave Bank**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee (SLBC) comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The SLBC shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. Toward this end, the SLBC may require medical certification from the member requesting leave.

Administration shall provide notice to the President of the Association no later than October 1, February 1 and May 1 of the total number of days in the Bank.

The following criteria shall be used by the Sick Leave Bank Committee determining eligibility and amount of leave.

1. Membership: Each teacher may contribute by October 1st of each school year, one day of his/her accumulated sick leave to the Sick Leave Bank. Only those teachers who voluntarily contribute to the Bank each year shall be eligible for its benefits. If a teacher is hired after the start of the school year, he/she will have thirty (30) days to join the Bank.
2. No teacher will receive more than ninety (90) days from the bank in one school year.
3. Sick Leave Bank days shall carryover from year to year without limitation.

4. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal.

## **ARTICLE XIV: TEMPORARY LEAVES OF ABSENCE**

### Section A: Preamble

The Watertown School Department and the WEA agree it is important to "protect academic time" and to recognize that the teaching staff are professionals. With this in mind, employees should use personal time only for personal business/needs which cannot be accomplished before or after normal school hours or on school vacations.

Recognizing that these needs arise and that our staff should be treated as professionals, the School Department will not require the employee to specify the reasons for a personal day absence except as outlined below. Employees will be required to provide a reason for a personal day which is to be taken on the day immediately before or after a weekend or school vacation or holiday.

### Section B: Entitlement

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. Personal Leave:

Two (2) days of excused absence for legal, business, household, or family matters which require absence during school hours. Those days not used may be converted to sick days as needed or at year-end.

2. Religious Observance:

At the sole discretion of the Superintendent, employees may be given up to two (2) days of leave for religious observance when these days do not coincide with the school vacations. An employee may also use unused sick days for such purpose. Any employee seeking such leave must do so in writing to the Superintendent at least ten (10) working days in advance of the requested leave, or by the first day of school.

3. Educational Days

One (1) day with prior approval of the Superintendent of his/her designee will be provided for the purpose of professional growth or attending meetings or conferences of an educational nature or the purpose of visiting other schools.

4. Legal Proceedings:

If a teacher is required by law to attend, time necessary for appearance in any legal proceeding connected with the teacher's employment in the Watertown Public Schools will be granted.

#### 5. Bereavement Leave:

- i. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, sibling, grandfather, grandmother, father-in-law or mother-in-law or any other member of the immediate household.
- ii. Teachers will be granted one (1) day for the funeral of any other relative, or teachers may be granted one (1) day for the funeral of another person with the approval of the Superintendent.

If a teacher must travel to attend the services of a deceased relative, from a class named in part "i" above, and that travel necessitates a leave beyond five days, the teacher may apply for additional leave, beyond the five days otherwise permitted, by submitting a written request to the Superintendent stating the travel necessary and the exact amount of days requested. The Superintendent, or her designee, shall decide whether to grant the leave sought and that decision shall be final, binding and not subject to the grievance and arbitration process. In the event that the leave is granted, accrued unused personal days shall be the sole means of compensating the teacher for the additional time out.

#### 6. Bedside Care:

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the teacher's spouse, child, son-in-law, daughter-in-law, parents, sibling, or other member of the immediate household. Up to five (5) additional bedside care days may be taken through the deduction of one's personal sick leave accumulation. The administration may require a doctor's certificate attesting to the seriousness of the illness.

#### 7. Adoption Legal Proceedings:

A teacher shall be allowed reasonable time off necessary to effect the adoption of a child. Such leave with pay will be deducted from accumulated sick leave and such leave shall be subject to the approval of the Superintendent. The Superintendent's approval shall not be unreasonably withheld.

#### Section C: Approval

Leave taken pursuant to Section B above will be in addition to any sick leave to which the teacher is entitled. Approval for such leave will not be unreasonably withheld.

#### Section D: Requests for Leave

All requests for leave under this article will be submitted in writing at least seventy-two (72) hours prior to commencing leave. In the case of an emergency, a request should be made verbally and followed by written memorandum submitted upon returning from leave. The Central Office will provide leave request forms. The President of the Association or his/her designee shall have access to the leave files at reasonable times and places.

#### Section E: Emergency Leave

Principals and the Headmaster will have discretion to grant up to two (2) hours off to a teacher for personal urgent reasons.

### **ARTICLE XV: EXTENDED LEAVES OF ABSENCE**

#### Section A: Association Activities

The Committee agrees that a teacher designated by the Association will, upon request, be granted a leave of absence for up to two (2) 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 and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

#### Section B: Exchange Program

A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. 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.

#### Section C: Military Leave

Military leave will be granted 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 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 three (3) years.

#### Section D: Extended Bedside Care

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the

discretion of the Committee.

#### Section E: Public Office

The Superintendent of Schools may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office.

#### Section F: Extended Sick Leave

1. Any teacher whose personal illness extends beyond the period compensated will be considered on a leave of absence without pay for such time as is necessary to complete recovery from such illness; but in no event longer than the duration of the school year. Requests for such leaves will be supported by appropriate medical evidence.
2. After three (3) years of continuous employment in the Watertown School System a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

#### Section G: Career Exploration

A teacher shall be entitled to leave without pay or increment for a period of one (1) full school year for the purpose of exploring an alternative career provided the teacher files his or her intent to take such a leave along with an appropriate description/documentation of the expected experience by March 1 of the preceding school year.

#### Section H: Discretionary Leaves

Other leaves of absence without pay may be granted by the Superintendent of Schools.

#### Section I: Retention of Benefits

All benefits to which a teacher was entitled at the time of his or her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant, or if not, a substantially equivalent position.

#### Section J: Extension of Leaves

All requests for extension of renewals of leaves, except as provided for below, will be applied for in writing at least sixty days in advance. A teacher's entitlement to his/her prior position upon return

from such extension or renewal will be arranged on an individual basis.

#### Section K: Notifications

A teacher on leave must inform the Superintendent, in writing, prior to March 1, if the teacher intends to return to full time teaching the following year.

### **ARTICLE XVI: MATERNITY AND CHILD CARE LEAVE**

#### Section A: Period of Leave

Leave for child care arising out of the birth or adoption of a child will be granted without pay or increment. In the case of a teacher with professional status its maximum duration shall be limited such that all absence from work arising out of the birth or adoption shall impact no more than two (2) consecutive school years. In the case of a teacher without professional status, such impact shall not exceed one (1) year from September following the first request for absence arising out of the birth or adoption.

#### Section B: Retention of Benefits

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant, or if not, a substantially equivalent position.

#### Section C: Extensions

All requests for extensions of leaves will be applied for in writing. A teacher's entitlement to his/her prior position upon return from such extension or renewal will be arranged on an individual basis.

#### Section D: Notice of Intent to Return

A teacher on leave must inform the Superintendent, in writing, prior to March 1, if the teacher intends to return to full time teaching the following year.

## **ARTICLE XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

Professional development involves those activities that enable an educator to maintain professional skills, remain current with new developments in the field, continue to broaden his/her professional repertoire, and adjust to a change in job focus. The goal of professional development is to enhance the quality of education provided for students through the improvement of instruction.

It is agreed that the professional development of teachers and administrators is essential to further the educational objectives of the school system. The Watertown Public Schools should provide innovative growth opportunities, such as workshops, conferences, in-service courses, career path options, sabbaticals, and tuition reimbursements.

Educators in the Watertown Public Schools value professional development and recognize it as an essential component of their work. It is the responsibility and the desire of the Watertown educator to take advantage of the range of opportunities available. The ongoing support of the Watertown Public Schools and its staff for professional development will provide a school climate of collegiality and collaboration. Ultimately, this climate will promote an exciting and creative learning environment for the entire school community.

Attendance at workshops, seminars, and conferences is recognized as vital to the continued growth of the Watertown educator. As a manifestation of the importance of staff access to professional development programs, the School Committee will budget funds for these purposes.

### **Section A: Workshops, Seminars, Conferences**

1. Staff members, who attend professional improvement sessions at the request of the Superintendent, or his/her designee, will be reimbursed for expenses incurred (such as fees, meals, lodging, and/or transportation), according to School Department Travel Guidelines.
2. Staff members who, on their own initiative, request to participate in a professional meeting, will also be reimbursed the registration for the conference and for reasonable, documented expenses\* subject to administrator approval and the availability of budgetary resources. It is agreed that the School Committee will budget a minimum of \$4,000 annually for this purpose. The allocation of this amount by building will be based on the professional headcount in each building as determined by the FTE staffing chart in the Superintendent's Office. The distribution of this amount will be reviewed by the Site Based Council in each building, if such a Council is in place, or by a faculty-based organization convened for that purpose if such a Council has not been established.
3. The following staff members serving in the roles of Nurse, Social Worker, Occupational

Therapist, Physical Therapist, Board Certified Behavior Analyst, Speech and Language Pathologist, and School Psychologists, shall be provided with one (1) additional professional development day during the school year, to meet additional certification requirements

\* Maximum of \$25 per day for expenses plus mileage to be computed at the IRS rate.

### Section B: In-Service Courses/Conferences

As part of the overall professional development effort, the School Committee will fund the activities of the Professional Development Council in organizing and implementing a system-wide program of release days, after-school workshops, and other in-service courses.

In recognition of the expertise resident in the staff of the Watertown Public Schools, the School Committee will also fund in-service programs to be conducted by Watertown educators.

Staff members offering approved after-school in-service programs shall be paid at the rate of \$35 per presentation hour (this rate includes \$20 for presentation time and \$15 for preparation time). All requests must be approved by the Assistant Superintendent.

Stipends (at the rate of \$25/hour, not to exceed 4 hours per workshop\*) will be paid to teachers who prepare workshops for early release days, although it is understood that no teacher will be compensated for the time actually spent in the presentation. (\*It is expected that two hours of preparation are necessary for one hour of presentation.)

### Section C: Tuition Reimbursement

Vigorous course taking activity is still another sign of an active and engaged educator. In an effort to encourage and support this endeavor, the Committee will reimburse staff members 50% of the total cost of paid tuition and registration for courses taken at colleges, universities, and other approved institutions, not to exceed \$1,000 per teacher per term as defined below, upon successful completion of the course. The courses must be job-related or part of a degree program and must be approved in advance by the staff member's immediate supervisor, the building Principal, and Assistant Superintendent. Decisions rendered by the administration regarding the eligibility of a given course are not subject to grievance. The School Committee will set aside \$30,000 (\$10,000 available in September, \$10,000 available in January, and \$10,000 available in June) and any balance remaining from any period will be allocated to summer workshops. Effective September 1, 2012, the School Committee shall set aside a total of \$50,000 for reimbursement of tuition and fees for pre-approved courses.

Effective September 1, 2012, reimbursement shall be distributed to teachers no later than June 30

on a pro-rata basis not to exceed a maximum of \$1,000 per course up to a maximum of three courses per individual per year. In the event that concerns arise related to the distribution procedure, not the collective or individual total amounts, the parties agree to meet and discuss the concerns.

The teacher's immediate supervisor, the building principal and the Superintendent shall approve or reject the course no later than thirty (30) calendar days following submission of the request.

The Superintendent shall provide the Association President with a spreadsheet of all requests by the end of the school year.

There may also be times when the Superintendent formally requests that a certified teacher obtain additional certification. In these cases, the Committee will pay the cost of paid tuition of all courses at any accredited college or university.

#### Section D: Student Teacher Vouchers

All student teaching vouchers will be presented to cooperating teachers. Cooperating teachers may also assign the use of their respective vouchers through the Superintendent's Office by written communication indicating a designated WEA member. The Superintendent and the Association will conduct a lottery from staff requests when cooperating teachers neither use nor assign their vouchers.

#### Section E: The Professional Development Council

The Professional Development Council, in conjunction with the Assistant Superintendent, will organize, implement, publicize, and evaluate the professional development activities listed in this section. The Council will be chaired by a member of the Association and the Assistant Superintendent and will include members from all schools and units in the Association. The Council will meet on a regular basis in an effort to support the school system's statement of purpose and explore the full range of possibilities for the continued development of the professional staff.

#### Section F: School-Based Management

The Watertown Educators Association and the Watertown School Committee agree that school-based management represents an effective way for the school system to operate. It defines how authority and responsibility are shared by all members of the education community. The Watertown School Committee and the Watertown Educators Association believe that all children can learn under conditions that are right for them. School-based management allows a school to restructure in ways that meet the needs of all students. As established by the Educational Reform Act of 1993, the sharing of authority and responsibility takes place through a formal process in which the principal, teachers, parents, and others can identify a school's strengths and needs.

### Section G: Career Path Options

The Watertown School Community believes that the professional educator should have the opportunity to experience a variety of teaching and administrative assignments. It is agreed that variety in assignments and buildings can serve a positive function for both the individual and the school system. Such diverse opportunities will be an integral part of the overall professional development program and will include, but not be limited to, the following:

1. Encouragement of staff-initiated requests for varied teaching assignments (i.e.; collaborative teaching, peer observation, change of buildings, change of levels, etc.)
2. Participation in the Massachusetts Teacher Exchange Program
3. Opportunities for teachers to intern with system administrators
4. The Watertown Educators Association and the Watertown School Committee agree that certain administrative positions, subject to appropriation by the School Committee, will rotate with limited terms of office to offer career advancement opportunities to as many qualified professionals as possible. Such positions will be limited to members of Unit A, unless no qualified applicant applies, and will include curriculum associates (2 years), Director of Community Education [includes summer school and adult education] (3 years). Continued service beyond the first year for each of the positions will be subject to the continued interest of the incumbent and the assessment by the supervisor. The incumbent shall be ineligible for successive appointments beyond the term as described unless there are no other qualified applicants.

### Section H: Sabbatical Leave

Sabbatical leave is recognized as an important component of the overall professional development program. Subject to the provisions of M.G.L. c.71, 41A, (See Appendix E, Section E of this Agreement) upon recommendation by the Superintendent of Schools and approved by the School Committee, sabbatical leaves will be granted for study to a member of the teaching staff by the Committee, subject to the following conditions:

1. No more than three percent (3%) of the teaching staff will be absent on sabbatical leave at any time.
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than May 1 of the school year prior to that school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) consecutive full years of service in the Watertown School System.

4. Sabbaticals at 75% of base salary may be granted for one-half of the school year.
5. The teachers will agree to return to employment in the Watertown School System in conformity with statutory requirements.
6. Teachers on sabbatical leave will retain all benefits as if not on leave. Retirement contributions based upon salary received and other benefits shall continue. Teachers on sabbaticals will not accumulate sick or personal leave for that period of time on sabbatical.

## **ARTICLE XVIII: ASSOCIATION SECURITY**

### Section A: Dues Deduction

The Committee agrees to authorize the Auditor and Treasurer to deduct from the salaries of its employees dues for the Watertown Educators Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in the form set forth by the Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.

### Section B: Agency Fee

- a. In accordance with the provisions of General Laws, Chapter 149, 178L as amended by c.463 of the Acts of 1970, and G.L. c.180, 176, the Committee shall deduct an Agency Fee from each teacher who is not a member of the Association, as a condition of said teacher's continued employment in the Watertown Public Schools, and to transmit the monies to the Watertown Educators Association Treasurer.
- b. Deductions referred to above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association and the National Education Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.
- c. This amount to be withheld by the Committee as an Agency Fee shall be proportionately commensurate with the costs of collective bargaining and contract administration.
- d. The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.

- e. The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this section, including but not limited to the failure of the Committee to notify the teacher on or before the teacher's initial employment date after August 31, 1988 of such teacher's obligation to join the Association or pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or in behalf of such individual teacher.
  
- f. Newly-hired teachers shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the Department.
  
- g. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own Attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

## **ARTICLE XIX: INSURANCE COVERAGES**

Health insurance premium contributions shall be split on the basis of eighty percent (80%) paid by the Town of Watertown and twenty percent (20%) paid by the teacher for family or individual coverage.

Effective July 1, 2007, the current HMO plans available to teachers shall remain in effect except as revised to include the following co-payments:

Office Visit:	\$15
Emergency Room	\$75
Prescription Drug	\$10 (generic); \$20 (Brand); and \$35 (non-preferred)
In-Patient Co-Pay	\$250
Out-Patient Co-Pay	\$100

## ARTICLE XX: TRANSFER/SENIORITY

### Section A: Transfers

The Watertown School Committee and the Watertown Educators Association agree it is important for professionals to work in interesting, rewarding positions in order to create an environment of growth and satisfaction; therefore, employees are encouraged at any time to notify the Superintendent in writing of their interest in initiating a transfer.

#### 1. Definitions:

##### a. "Transfer"

A transfer is any voluntary or involuntary change of position within a school or between schools as defined in "change" below.

##### b. "Change"

A change of position is a change in schools, or a change between levels (i.e., elementary or secondary), but not a change of assignment within a discipline in a given school.

##### c. "Discipline"

Discipline shall mean "academic subject area" as defined in Article VII Section E(3), or "Specialty Area" as defined in Article XXI Section E (3).

##### d. "Vacancy"

A vacancy exists when there is established any new or additional position in the bargaining unit or when there is an opening in an existing position because an employee leaves that position [either permanently or for a period of at least two full terms in length], or when an employee notifies the Superintendent in writing of his/her acceptance of a pending transfer and it is determined that the position thus created will not be filled from within the building through a reallocation of staff.

#### 2. Voluntary Transfers

a. Employees desiring transfers will submit a written request to the Superintendent specifying the location and/or assignment desired. Requests must be acknowledged in writing by the Superintendent. When such a vacancy exists, the Principal may request an interview with such teacher(s). Approval for such transfer shall be decided by the Principal and shall not be unreasonably withheld.

b. Anyone interested in a transfer to fill a posted vacancy must notify the Superintendent

within the deadline for applications as posted which shall be no less than ten (10) business days after the in-house posting.

### 3. Involuntary Transfers

From time-to-time, when no qualified person applies for a vacancy, it may become necessary for the Superintendent to initiate a transfer. When an involuntary transfer is necessary, the least senior employee who is qualified within the discipline or elementary division (K-5) shall be considered first. In the case of equivalent candidates for involuntary transfer, the least senior employee will be transferred.

#### Procedure:

- a. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent following which time the employee will be notified in writing of the reasons for the transfer. In the event that the employee objects to the transfer at the meeting, the employee may notify the Association, and the Superintendent, upon request, will meet with a representative of the Association to discuss the transfer. A teacher, involuntarily transferred, may appeal to the Superintendent, whose decision with respect to any transfer shall be final.
- b. If an employee who is involuntarily transferred has not taught either within the area of certification to which he/she is transferred in at least one of the last five years, the School Department must provide at its expense at least 12 credit hours in relevant coursework during the next three years.

### 4. Notice of Transfer

Notice of all transfers will be given to employees as soon as possible, under normal circumstances, not later than at the end of the school year.

## Section B: Posting of Vacancies

No professional vacancies shall be filled prior to an in-house posting for a period of ten (10) business days. Notices of such vacancies shall be posted in each school on the Association bulletin board and on the District's website in one location with copies e-mailed to the President of the Association.

## Section C: Vacancies and Transfers

It is understood that the Superintendent possesses all of the decision making authority with regard to transfers as described in Article III and XX of this Agreement, and that a nurse who is

involuntarily transferred may also appeal to the Superintendent whose decision with respect to such transfer is final.

## **ARTICLE XXI: REDUCTION-IN-FORCE**

### Section A: Scope

This Article refers to teachers serving at the discretion of the School Committee.

### Section B: Seniority Determination

1. "Length of Service", that is seniority, as used in this Article of the collective bargaining agreement shall be determined as follows:

- a. A teacher's length of continuous service in bargaining Unit A in years and days shall be reckoned from the date a teacher assumes instructional duties in the Watertown Public School System pursuant to a teacher's contract provided that long-term substitute service, immediately followed by an appointment to a permanent position, shall be credited towards seniority.
- b. Leaves of absence shall be considered as breaks in continuous service. All unpaid leaves of absence, except those pursuant to Article XVII, Section H, shall be excluded from the computation of length of service.
- c. Ties in length of service shall be resolved by first comparing the highest level of professional attainment as evidenced by degrees granted by a bona fide institution of higher learning in the following order:

Doctorate, CAGS, Masters, Bachelors;

and secondly, through the administration of a lottery conducted in a fair and reasonable manner by the Association and the Administration.

1. A member of Units B or C shall have all continuous service in the Watertown Public School Department credited toward seniority upon entering or re-entering Unit A.
2. A member of the Watertown School Department serving in an educational capacity but who is not presently a member of Unit A, B, or C shall have credited toward seniority upon entry or reentry only that service, if any, which was as a member of one or more

of those units.

### Section C: Seniority Units

For purposes of this Reduction-in-Force Policy as it pertains to Unit A personnel, grades K-5 and grades 612 respectively, will be considered separate units.

### Section D: Preliminary Considerations

If a reduction-in-force becomes necessary:

1. Staff member's standing on the salary schedule will not affect teacher reduction.
2. With regard to Unit A, the reduction-in-force shall be accomplished, whenever possible, through attrition within departments and with regard to Unit C, whenever possible, through attrition.
3. Whenever possible, the Superintendent shall arrange transfers from one department to another where specialized certification exists.
4. Services normally performed by a person(s) who has been laid off shall not be performed by anyone who is not a member of the bargaining unit where the layoff was effected.

### Section E: Layoff Procedure

#### 1. Notification:

Teachers who are to be affected by a reduction in staff must be notified in writing no later than April 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.

#### 2. Layoff Criteria:

If reduction in-force becomes necessary, it will be accomplished by an evaluation of teacher's performance, certification, length of service in Watertown, and professional growth. Length of service will be the decisive factor if the Superintendent deems all other criteria to be equal.

#### 3. Bumping Rights

- a. For Units A, B, and C: In cases where length of service is the decisive factor in the layoff of a teacher or administrator with professional status, to be eligible to "bump"

another teacher or administrator with professional status and with less seniority in the system from his/her position, the laid off individual must be appropriately certified and have taught in that position within the last five (5) years.

- b. All Specialists: For purposes of layoff (reduction-in-force), in their respective areas are considered K-12, unless they are otherwise specifically certified: Art, Bilingual/ESL, Guidance, Library/Instructional Technology, Music, Physical Education/Health, Reading, Special Education, and School Adjustment Counselors. An individual who has been serving in an elementary or secondary specialist position would retain his/her "bumping rights" to a position if it is within the area of certification in which they have previously taught as an employee of the Watertown Public Schools and only if he/she agrees to the development of a professional development plan which must be approved by the Superintendent and within which he/she would agree to complete up to 12 course credits within three years in an area related to the position to which the person seeks reinstatement. Payment for these courses are at the expense of the employee.

#### Section F: Recall procedure

1. Teachers who have been laid-off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoff.
2. During the recall period, teachers shall be notified by certified mail to their last address of record and given preference for positions as they develop, in the reverse order of their respective layoff.
3. All benefits to which a teacher was entitled at the time of lay-off shall be restored in full upon reemployment within the recall period.
4. During the recall period teachers who have been laid-off shall be given preference on the substitute list if they so desire.

#### Section G:

Any reduction in force involving the nursing staff, will be in compliance with Civil Service laws and procedures.

#### Section H: Waiver Letter

## WAIVER

I, \_\_\_\_\_, understand that I am being laid off by the Superintendent of Schools.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining agreement between the Committee and the Watertown Educators Association and during which I retain statutory rights of a teacher with professional status to the extent permitted by law.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under MGL Sec. 42 and/or my rights under M.G.L. c.71, Sec. 43A in order to protect my contractual rights under M.G.L. c.150E.

In the event of my recall this release is null and void for any subsequent termination of employment.

This waiver consists of the above plus all of the provisions including the memo addending the attached Agreement between the Watertown School Committee and Watertown Educators Association which I have read and which I agree are binding on me as well as on the School Committee and Association.

Employee Address City/Town, State, Zip Code Date:

\_\_\_\_\_ Tel: \_\_\_\_\_

## ARTICLE XXII: DURATION

This Agreement shall remain in force from date of signing until the first meeting of the School Committee in September 2022, which in no event will be later than the third Wednesday of September, 2022. However, it is also understood that a negotiated agreement will be achieved on or before August 31, 2022 for review and ratification by each party. Either party upon prior written notice to the other, not later than October 1, 2021 may request to renegotiate this agreement for the school year 2022-2023. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor will be effective September 1, 2022.

The timetable for negotiations of a successor agreement shall be as follows:

Either party, upon written prior notice to the other, not later than October 1, 2021 may request renegotiation for the school year 2022-2023 with respect to the subject matter of any or all Articles of this agreement. Such renegotiation shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor contract will be effective September 1, 2022.

August 31, 2022. If by this date a tentative agreement has not been reached by the Negotiating Teams, either party may petition the Massachusetts State Board of Conciliation and Arbitration for the assistance of a Mediator. October 15, 2022. If by this date, the Parties have not reached agreement on a new contract, and unless the Mediator furnished by the State Board of Conciliation and Arbitration should direct otherwise, the Parties will request the initiation of Fact Finding.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals.

In the event that the Legislature enacts legislation making available additional state funds for bargaining unit salaries, the Parties agree to reopen the existing contract in order to discuss the input of such legislation as it pertains to the adjustment of salaries for employees covered by this agreement.

Watertown School Committee By:

Watertown Teachers Association By:

John Potts, Chair

Debra King, President

## APPENDIX A

Effective at the start of the 2019-20 work year, increase the Teacher Salary Schedule (Appendix A, Section A) and all other differentials and/or stipends listed in Appendix A, Appendix B and Appendix D by two and one quarter percent (2.25%).

Effective at the start of the 2020-21 work year, increase the Teacher Salary Schedule (Appendix A, Section A) and all other differentials and/or stipends listed in Appendix A, Appendix B and Appendix D by two percent (2.00%).

Effective at the start of the 2021-22 work year, increase the Teacher Salary Schedule (Appendix A, Section A) and all other differentials and/or stipends listed in Appendix A, Appendix B and Appendix D by two percent (2.00%).

### Section A: Teacher Salary Scale

<b>Watertown Public Schools Salary Scale: Unit A</b>							
<b>2019-2020 Salary Schedule: 2.25%</b>							
<b>Step</b>	<b>Annual Salary BA</b>	<b>Annual Salary MAST</b>	<b>Annual Salary MA15</b>	<b>Annual Salary MA30</b>	<b>Annual Salary MA45</b>	<b>Annual Salary CAGS</b>	<b>Annual Salary DOC</b>
1	53,397	57,199	58,915	60,682	61,896	63,134	65,344
2	55,266	59,201	60,977	62,806	64,062	65,659	67,631
3	57,200	61,273	63,111	65,004	66,304	67,629	69,998
4	59,202	63,418	65,635	67,279	68,625	69,996	72,448
5	61,274	65,638	67,604	69,634	71,027	72,446	74,984
6	63,419	67,935	69,970	72,071	73,513	74,982	77,608
7	65,639	70,313	72,419	74,593	76,086	77,606	80,324
8	67,936	72,774	74,954	77,204	78,749	80,322	83,135
9	70,314	75,321	77,577	79,906	81,505	83,133	86,045
10	72,775	77,957	80,292	82,703	84,358	86,043	89,057
11	75,322	80,685	83,102	85,598	87,311	89,055	92,174
12	77,958	83,509	86,011	88,594	90,367	92,172	95,400
13	80,687	86,432	89,021	91,695	93,530	95,398	98,739
14	83,511	89,457	92,137	94,904	96,804	98,737	102,195
15	86,434	92,588	95,362	98,226	100,192	102,193	105,772

<b>Watertown Public Schools Salary Scale: Unit A</b>							
<b>2020-2021 Salary Schedule: 2.00%</b>							
<b>Step</b>	<b>Annual Salary BA</b>	<b>Annual Salary MAST</b>	<b>Annual Salary MA15</b>	<b>Annual Salary MA30</b>	<b>Annual Salary MA45</b>	<b>Annual Salary CAGS/MA + 60</b>	<b>Annual Salary DOC</b>
1	54,465	58,343	60,093	61,896	63,134	64,397	66,651
2	56,371	60,385	62,196	64,062	65,344	66,973	68,984
3	58,344	62,498	64,373	66,304	67,631	68,982	71,398
4	60,386	64,685	66,948	68,625	69,998	71,396	73,897
5	62,500	66,949	68,956	71,027	72,448	73,895	76,483
6	64,688	69,292	71,369	73,513	74,984	76,481	79,160
7	66,952	71,717	73,867	76,086	77,608	79,158	81,931
8	69,295	74,227	76,452	78,749	80,324	81,929	84,799
9	71,720	76,825	79,128	81,505	83,135	84,797	87,767
10	74,230	79,514	81,897	84,358	86,045	87,765	90,839
11	76,828	82,297	84,763	87,311	89,057	90,837	94,018
12	79,517	85,177	87,730	90,367	92,174	94,016	97,309
13	82,300	88,158	90,801	93,530	95,400	97,307	100,715
14	85,181	91,244	93,979	96,804	98,739	100,713	104,240
15	88,162	94,438	97,268	100,192	102,195	104,238	107,888

<b>Watertown Public Schools Salary Scale: Unit A</b>							
<b>2021-2022 Salary Schedule: 2.00%</b>							
<b>Step</b>	<b>Annual Salary BA</b>	<b>Annual Salary MAST</b>	<b>Annual Salary MA15</b>	<b>Annual Salary MA30</b>	<b>Annual Salary MA45</b>	<b>Annual Salary CAGS/MA + 60</b>	<b>Annual Salary DOC</b>
1	55,554	59,509	61,294	63,133	64,396	65,684	67,983
2	57,498	61,592	63,439	65,343	66,650	68,311	70,362
3	59,510	63,748	65,659	67,630	68,983	70,360	72,825
4	61,593	65,979	68,285	69,997	71,397	72,823	75,374
5	63,749	68,288	70,334	72,447	73,896	75,372	78,012
6	65,980	70,678	72,796	74,983	76,482	78,010	80,742
7	68,289	73,152	75,344	77,607	79,159	80,740	83,568
8	70,679	75,712	77,981	80,323	81,930	83,566	86,493
9	73,153	78,362	80,710	83,134	84,798	86,491	89,520
10	75,713	81,105	83,535	86,044	87,766	89,518	92,653
11	78,363	83,944	86,459	89,056	90,838	92,651	95,896
12	81,106	86,882	89,485	92,173	94,017	95,894	99,252
13	83,945	89,923	92,617	95,399	97,308	99,250	102,726
14	86,883	93,070	95,859	98,738	100,714	102,724	106,321
15	89,924	96,327	99,214	102,194	104,239	106,319	110,042

#### Section B: Differentials

1. The following differentials are currently in effect and shall remain in effect. Where an individual is currently receiving a differential which is not specified below or which is in excess of an amount specified below, his/her compensation shall not be reduced. No differential shall be paid unless in effect at date of contract or unless specified below.

<b>Stipend</b>	<b>2019-2020 2.25%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2%</b>
Social Workers / Adjustment Counselor (192 days)	4,476	4,566	4,657
Special Education Teacher*	895	913	931
Special Education Teacher in a Self-Contained Class**	1,074	1,095	1,117

Supervision of Extended Day Intermediate Learning Adjustment Class (180 days)	3,581	3,653	3,726
Guidance Counselor (9-12) (189 days)	1,612	1,644	1,677
Guidance Counselor (766 CORE Eval. Chair) (189 days)	1,612	1,644	1,677
Guidance Counselor (Middle School)	1,208	1,232	1,257
Instrument Teachers (who regularly teaching outside of the contractual day)	2,000	2,040	2,081

\* *Not to exceed \$4,941*

\*\* *A self contained classroom is considered the LSP Program, Connections Program, ISP Program, K-2 or 3-5 Learning Support.*

The personnel occupying the above-named non-classroom positions are members of Unit A and are entitled to the rights and subject to the obligations of this contract. These personnel will work at their assigned tasks for at least the length of the classroom teacher's work day. It is recognized, however, that the proper performance of their duties may require these personnel be present in the building longer than the normal working day duties. The maximum work year for these individuals, where different from other members of Unit A, is indicated in parenthesis next to their titles. The exact schedule of such personnel will be worked out with the administration on an individual basis.

#### Section C: Compensation for Extracurricular Activities

The School Committee shall provide opportunities for staff members to earn additional compensation. In order to maximize the number of staff members participating in these extracurricular activities, the following positions shall be two (2) year appointments. Incumbents shall be eligible for successive appointments.

<b>Stipend</b>	<b>2019-2020 2.25%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2%</b>
High School			
Class Advisor- Freshman	1,044	1,065	1,086
Class Advisor- Sophomore	1,044	1,065	1,086
Class Advisor- Junior	2,087	2,129	2,172
Class Advisor- Senior	4,243	4,328	4,415

Class Dues	1,743	1,778	1,814
Clubs	1,044	1,065	1,086
Yearbook	6,299	6,425	6,554
Video Yearbook	2,786	2,842	2,899
Student Council	2,088	2,130	2,173
Raider Times	2,206	2,250	2,295
Community Service Coordinator	2,088	2,130	2,173
Middle School			
After-school coordinator	5,931	6,050	6,171
Yearbook	3,463	3,532	3,603
Student Council	2,088	2,130	2,173
Community Service Coordinator	2,088	2,130	2,173

*Teachers who supervise clubs and other regularly scheduled extracurricular activities not specified above which require supervision of students at least thirty (30) hours annually, shall receive the following for such duty. Such duties shall be for programs outside the regular school day and which are approved by the Superintendent.*

<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>2.25%</b>	<b>2%</b>	<b>2%</b>
1,000	1,020	1,041

Section D: Compensation for Specific Curriculum-related Assignments

<b>Stipend</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
	<b>2.25%</b>	<b>2%</b>	<b>2%</b>
Band Director	3,342	3,409	3,477
Musical Director	4,237	4,322	4,408
Play Director	4,237	4,322	4,408
Choreographer	1,591	1,623	1,655
Technical Director	664	677	691
A Capella Director	3,342	3,409	3,477
Robotics	5,900	6,018	6,139
Assistant Robotics	3,701	3,775	3,851

### Section E: Other Compensation

As described in Article XVII, Section G, Career Path Options, two year Curriculum Associate/Team Leader positions may be available to members of Unit A. The following compensation will be paid to members holding those positions:

<b>Stipend</b>	<b>2019-2020 2.25%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2%</b>
Curriculum Associates/Team Leaders	2,686	2,740	2,795

Elementary math, science and social studies specialists shall work five (5) more days than the teacher work year and be paid the following stipend:

<b>Stipend</b>	<b>2019-2020 2.25%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2%</b>
Curriculum Specialists (see contract for list)	4,344	4,431	4,520

<b>Stipend</b>	<b>2019-2020 2.25%</b>	<b>2020-2021 2%</b>	<b>2021-2022 2%</b>
Program/Project Director	5,298	5,404	5,512
Program Coordinator	3,313	3,379	3,447
After School Project Coordinator	1,987	2,027	2,068
Team Coordinator	1,987	2,027	2,068
Facilitators	1,987	2,027	2,068
Lead Teacher	1,987	2,027	2,068
Nurse Leader	1,987	2,027	2,068
Intake Review Team Co-Chair	1,987	2,027	2,068
Curriculum Workshop	1,987	2,027	2,068
Mentor Coordinator	1,325	1,352	1,379
Mentor	993	1,013	1,033

Section F: Athletic Stipends

		<b>2019-2020</b>			<b>2020-2021</b>			<b>2021-2022</b>		
		<b>2.25%</b>			<b>2%</b>			<b>2%</b>		
<b>Sport</b>	<b>Season</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Cross Country – Head	Fall	4,108	4,556	4,968	4,190	4,647	5,067	4,274	4,740	5,169
Cross Country – Assistant	Fall	2,873	3,123	3,393	2,930	3,185	3,460	2,989	3,249	3,530
Field Hockey – Head*	Fall	5,484	6,777	8,282	5,594	6,913	8,448	5,706	7,052	8,618
Field Hockey – Assistant	Fall	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Football – Head	Fall	9,013	10,140	11,266	9,193	10,342	11,490	9,377	10,549	11,720
Football – Assistant	Fall	4,627	5,128	5,935	4,720	5,231	6,054	4,814	5,336	6,176
Golf – Head	Fall	4,108	4,556	4,968	4,190	4,647	5,067	4,274	4,740	5,169
Golf – Assistant	Fall	2,873	3,123	3,393	2,930	3,185	3,460	2,989	3,249	3,530
Soccer – Head (Boys/Girls)	Fall	4,612	5,665	6,891	4,704	5,778	7,028	4,798	5,893	7,168
Soccer – Assistant (Boys/Girls)	Fall	3,372	3,778	4,194	3,439	3,853	4,277	3,508	3,930	4,362
Supervisor – Cheerleaders	Fall	1,498	1,683	1,871	1,528	1,717	1,909	1,559	1,751	1,947

		<b>2019-2020</b>			<b>2020-2021</b>			<b>2021-2022</b>		
		<b>2.25%</b>			<b>2%</b>			<b>2%</b>		
<b>Sport</b>	<b>Season</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Swim – Head	Fall/Winter	4,108	4,556	4,968	4,190	4,647	5,067	4,274	4,740	5,169
Swim – Assistant	Fall/Winter	2,873	3,123	3,393	2,930	3,185	3,460	2,989	3,249	3,530
Volleyball – Head	Fall	4,108	4,556	4,968	4,190	4,647	5,067	4,274	4,740	5,169
Volleyball – Assistant	Fall	2,873	3,123	3,393	2,930	3,185	3,460	2,989	3,249	3,530
Basketball - Head (Boys)	Winter	5,489	6,778	8,283	5,599	6,914	8,450	5,711	7,052	8,618
Basketball - Assistant (Boys/)	Winter	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Basketball - Head (Girls)	Winter	5,489	6,778	8,283	5,599	6,914	8,450	5,711	7,052	8,618
Basketball - Assistant (Girls)	Winter	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Ice Hockey Head (Boys/Girls)	Winter	5,489	6,778	8,283	5,599	6,914	8,450	5,711	7,052	8,618
Ice Hockey – JV	Winter	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Ice Hockey – Assistant (Boys/Girls)	Winter	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Indoor Track – Head (Boys/Girls)	Winter	4,322	5,407	6,569	4,408	5,514	6,699	4,496	5,624	6,833
Supervisor – Cheerleaders	Winter	1,498	1,683	1,871	1,528	1,717	1,909	1,559	1,751	1,947
Wrestling – Head	Winter	5,489	6,778	8,283	5,599	6,914	8,450	5,711	7,052	8,618

		2019-2020			2020-2021			2021-2022		
		2.25%			2%			2%		
<b>Sport</b>	<b>Season</b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Wrestling – Assistant	Winter	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Baseball – Head	Spring	4,612	5,665	6,891	4,704	5,778	7,028	4,798	5,893	7,168
Baseball – Assistant (Boys)	Spring	3,372	3,778	4,194	3,439	3,853	4,277	3,508	3,930	4,362
Lacrosse – Head	Spring	4,612	5,665	6,891	4,704	5,778	7,028	4,798	5,893	7,168
Lacrosse – Assistant	Spring	3,372	3,778	4,194	3,439	3,853	4,277	3,508	3,930	4,362
Outdoor Track –Head (Boys/Girls)	Spring	4,322	5,407	6,569	4,408	5,514	6,699	4,496	5,624	6,833
Outdoor Track –Assistant	Spring	4,222	4,604	5,036	4,306	4,695	5,135	4,392	4,789	5,238
Softball – Assistant	Spring	3,372	3,778	4,194	3,439	3,853	4,277	3,508	3,930	4,362
Softball – Head	Spring	4,612	5,665	6,891	4,704	5,778	7,028	4,798	5,893	7,168
Tennis – Head (Boys/Girls)	Spring	4,107	4,556	4,969	4,189	4,647	5,069	4,273	4,740	5,170
Tennis – Assistant (Boys /Girls)	Spring	2,873	3,123	3,393	2,930	3,185	3,460	2,989	3,249	3,530
Business/Equipment Manager	Annual	6,328	8,502	10,297	6,455	8,673	10,504	6,584	8,846	10,713
Strength/Conditioning Coach	Annual	7,496	7,496	7,496	7,646	7,646	7,646	7,799	7,799	7,799

		<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
		<b>2.25%</b>	<b>2%</b>	<b>2%</b>
<b>Sport</b>	<b>Season</b>			
MS Cross Country (Boys)	Fall	2,108	2,150	2,193
MS Cross Country (Girls)	Fall	2,108	2,150	2,193
MS Field Hockey	Fall	2,108	2,150	2,193
MS Soccer - Boys	Fall	2,108	2,150	2,193
MS Soccer - Girls	Fall	2,108	2,150	2,193
MS Basketball - Boys	Winter	2,108	2,150	2,193
MS Basketball - Girls	Winter	2,108	2,150	2,193
MS Baseball	Spring	2,108	2,150	2,193
MS Golf Advisor	Spring	2,108	2,150	2,193
MS Softball	Spring	2,108	2,150	2,193
MS Track	Spring	2,108	2,150	2,193
MS Volleyball	Spring	2,108	2,150	2,193

		<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
		<b>2.25%</b>	<b>2%</b>	<b>2%</b>
<b>Sport</b>	<b>Season</b>			
Team Assistant Baseball		1,718	1,752	1,787
Team Assistant Basketball (Boys/Girls)		1,718	1,752	1,787
Team Assistant Ice Hockey (Boys)		1,718	1,752	1,787
Team Assistant Lacrosse(Boys)		1,718	1,752	1,787
Team Assistant Lacrosse (Girls)		1,718	1,752	1,787
Team Assistant Soccer (Boys)		1,718	1,752	1,787
Team Assistant Soccer (Girls)		1,718	1,752	1,787
Team Assistant Softball		1,718	1,752	1,787
Athletic Trainer	Annual	29,283	29,869	30,466
HS Tournament Stipends	As needed	102	104	106

Note: Stipend positions may be split between two or more individuals

<i>* Salaries based on individual agreements for incumbents</i>			
<b>Sport</b>	<b>2019-2020 (2.25%)</b>	<b>2020-2021 (2%)</b>	<b>2021-2022 (2%)</b>
Field Hockey - Head	11,285	11,511	11,741
Basketball - Head	11,499	11,729	11,964

## **APPENDIX C**

The Provisions of this Appendix are not part of this Contract. They are included here as information items only.

### **Section A**

1. The Town of Watertown Municipal Employees Group Insurance Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
2. The Town of Watertown Municipal Employees Basic Medical Expenses Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
3. The Town of Watertown Municipal Employees Extraordinary Medical Expense Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
4. The School Committee agrees to authorize necessary payroll deductions for participation in such plans.

### **Section B**

Teachers shall be eligible to participate in a "Tax Sheltered Annuity" Plan established in accordance with C. 71, S37B, of the General Laws of Massachusetts.

### **Section C**

Worker's Compensation will be provided by the Town of Watertown for the professional employees of the Watertown School Committee in accordance with Chapter 152, S69, of the General Laws of Massachusetts.

### **Section D**

The Committee will provide support and assistance to teachers charged with assault for action taken in the course of employment, including legal assistance in accordance with the provisions of Chapter 41, S100C, of the General Laws of Massachusetts.

## Section E

General Laws of Massachusetts, Chapter 71, S41A, Leaves of Absence for Study or Research (Enacted 1962). A School Committee may grant a leave of absence for study or research to any teacher, principal, or supervisor serving at discretion which would increase his/her professional ability, such leave for a period not exceeding one (1) year at full or partial pay; provided, that prior to the granting of such leave said teacher, principal or supervisor, shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the public schools for such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

## **APPENDIX D**

### **WATERTOWN PUBLIC SCHOOLS** **TRAVEL GUIDELINES**

The following guidelines will apply to all personnel who travel for approved school-related business or events. Reimbursement for any form of travel is subject to appropriation.

#### **GUIDELINES**

##### **Approvals**

All personnel must submit a Request for Leave Form identifying the dates and purpose for travel. An estimate of expenses must be completed in the lower section of the form and the Request must have appropriate signatures in order to be eligible for reimbursement. Any out-of-state travel must have the approval of the Superintendent of Schools.

Refer to the instructions for Request for Leave Forms.

##### **Types of Leave**

###### **Local**

Travel within the school district is reimbursable for personnel whose responsibilities require the use of one's own car and whose position specifies that travel will be reimbursable.

###### **In-State**

Travel within the state for approved professional conferences, seminars, meetings and other activities is reimbursable. Conference or registration fees will be reimbursed. The use of personal automobiles, bus or commuter rail/MBTA service will be reimbursed. Accommodations will be reimbursed if the location and nature of the professional event require an overnight stay.

###### **Out-of-State Travel**

Travel out-of-state for professional events may be reimbursable, subject to proper approvals and available funding.

##### **Mode of Transportation**

###### **Automobile**

The personal use of an automobile will be reimbursed for mileage at the prevailing rate established by contract. In the event that more than one staff member is attending the same professional event, car pooling will be expected unless circumstances prohibit it.

Reimbursement will be based on mileage from the point of departure to the event.

#### Bus or Rail Service

Personnel who use public transportation, commuter rail service or a private bus company to attend an approved event will be reimbursed for the price of the ticket.

#### Air Travel

Personnel who must travel by air to attend an approved professional event should travel Economy Class or the equivalent unless a specified airline promotion for Business or First Class results in rates that are lower than or equal to Economy Class.

Personnel should submit a Request for Leave Form as early as possible to obtain the necessary approvals and allow them to take advantage of discounted fares.

Personnel will not be reimbursed for fares paid with frequent flyer coupons or other forms of payment. Taxi or shuttle service from the airport to the event or place of lodging will be reimbursed.

#### Accommodations

Personnel who have been approved for an event that requires an overnight stay should make accommodations at mid-sized hotels such as Holiday Inn, Quality, Comfort, or Clarion Hotels, unless the event requires lodging on site.

Reimbursement will be for room charge only; other miscellaneous hotel expenses such as in-room movie charges, room service, in-room mini-bar or any alcoholic beverages will not be covered.

#### Meals

There is a daily meal allowance of up to \$30. All receipts must be submitted and tips should be limited to 15%.

#### Telephone Calls

Long distance telephone calls to conduct school business will be reimbursed. Personal calls will not be reimbursed.

### PAYMENT AND REIMBURSEMENT PROCEDURES

Payment and reimbursements require the following documentation:

1. Request for Leave

The request must be approved as noted under guidelines and must estimate all expenses. Receipts for all items are required.

2. Purchase Orders

- a. If registration fees or any other items must be paid in advance, a Purchase Order made out to the organization with the title of the event, the dates, the fees, the completed registration form or any other necessary information must be signed by the appropriate administrator(s) and submitted with the Request for Leave Form. The Request for Leave and the Purchase Order must be submitted in a timely manner to guarantee payment within deadline.
- b. If an individual pays all fees and expenses for an approved event, he/she must submit a Purchase Order made out in his/her name to be reimbursed.

3. Request for Reimbursement

Once the event is over, an individual must submit a Request for Reimbursement form with all substantiating receipts. The form must be signed and submitted with the Purchase Order (as described in 2b above) and a copy of the approved Request for Leave Form.

Any item exceeding \$10 for which a receipt is not submitted will not be reimbursed.

## **APPENDIX E**

Task Force Leader = \$2,000

Task Force Member =\$1,000

The above-listed positions shall be subject to the same conditions listed in Appendix D in bold type with an asterisk, i.e.

- \* Amounts are budgeted annually subject to appropriation or grant.
- \* Amounts are “not to exceed”
- \* Stipend positions may be split between two or more individuals.

The above-listed positions and terms encompass and apply to all positions contained in the spreadsheet entitled “Expenses 2010-2011” dated 10/12/2010.

Appendix H is not subject to the increases applied to Appendices A and D.

The parties agree to make every effort to resolve all outstanding issues related to the Instructional Team Leader position within 30 days.

## APPENDIX F

### **Watertown Public Schools Teacher and Caseload Educator Contract Language Tentative Agreement Recommended by Joint Committee of Watertown School Administrators and Watertown Education Association**

#### **1) Purpose of Educator Evaluation**

- A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq- 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 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**

- 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.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice-
- 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. An educator with PTS shall be considered in a new assignment when teaching under a different license.
  - 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 school 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.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education

**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").

- I) **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.
- J) **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.
- K) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) **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.
- N) **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.
- O) **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 a

team of Educators. “Team Goals” can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.

- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **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. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- R) **Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. 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, are not observations as defined in this Article.
- S) **Parties:** The Watertown Educators Association and the Watertown School Committee are the parties to this agreement
- T) **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.
- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and/or supplemental to 603 CMR 35.00.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **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.
- X) **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)
- Y) **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

Z) **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. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. 603 CMR 35.08(3). To be rated Proficient overall, a teacher shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers, 603 CMR 35.03(1) and 35.03(2). Evaluations used to make the educator's overall performance rating and the rating on each of the four standards which may inform personnel decisions such as assignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

AA) **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.

BB) **Teacher:** An Educator as defined above.

CC) **Trends in student learning:** At least three (3) years of data from 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;

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 but are not limited to: portfolios, approved commercial assessments and District-developed pre and post unit and course assessments, and capstone projects.

ii) MCAS Student Growth Percentile, where available.

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. The measures shall be based on the Educator's role and responsibility.
- B) Observations and artifacts of practice including;
  - i) Unannounced observations of practice of any duration. The administrator will communicate to the staff at the beginning of the year what signal that he/she will use that the visit is an observation.
  - ii) Announced observation(s) of at least 30 minutes of educator in main assignment.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Other Evidence, including but not limited to:
  - i) Evidence compiled and presented by the Educator or Evaluator, 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); and
  - iv) Student Feedback – the parties agree to bargain over this matter after guidance issued by DESE.

#### **4) Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Watertown rubric is attached to this agreement.

#### **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. This training shall occur

during the contractual time. The District through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.

- B) By September 30th 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 September 30th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one (1) month of the date of hire. If mandatory, this learning activity shall occur during the contractual time. If the learning activity is voluntary, the parties may agree to hold it outside of contractual time. The District through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

#### **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 District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the District. These may be electronically provided when the availability and use of technology permit.

#### **Evaluation Cycle: Self-Assessment**

- B) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and bringing to the goal setting meeting a self-assessment by October 15<sup>th</sup> or within six 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 rubric.
    - (c) Proposed goals to pursue as described below.

C) 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 will meet with their team to establish at least two team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or District leaders will provide educators with assessment data analysis and copies of the school and/or District goals.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator within six weeks of the Educator's first day of employment 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 and may be part of a team goal.
- 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 must address team goals.
- iv) Educators with PTS and ratings of proficient or exemplary 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 team goals.

**7) 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. Educators and evaluators are encouraged to include improvement of practice and improvement of student learning as a part of their team goals. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- 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.
- 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, whether they be individual or team goals.
- iv) For educators with Professional Teacher Status with ratings of Proficient and Exemplary, the professional practice goal may be a team goal. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

The Evaluator completes the Educator Plan at the goal setting meeting and submits the plan. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which shall be attached to the plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

## **8) Observations**

The Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan should be completed by May 15<sup>th</sup>. 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.
  - (a) The Administrator will make himself/herself available to conference with the Educator within 48 hours of the observation, if requested by the Educator.
- ii) The Educator will be provided with written feedback from the Evaluator within seven (7) school days of the observation. The written feedback shall be delivered to the Educator in person or by email.

- 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 announced observation of at least 30 minutes in duration within 30 school days. All procedural aspects of Section B shall apply.

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.
  - (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 during the pre-observation conference.

Within seven (7) 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

- (1) 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.
    - (2) 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.
  - (b) Within seven (7) 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 seven (7) school days.
  - (c) The Evaluator shall provide the Educator with written feedback within seven (7) 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:
    - (1) Describe the basis for the Evaluator's judgment.
    - (2) Describe actions the Educator should take to improve his/her performance.
    - (3) Identify support and/or resources the Educator may use in his/her improvement.
    - (4) State that the Educator is responsible for addressing the need for improvement.

**9) 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 seven (7) school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report within seven (7) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. 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.

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.

**10) 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 near the end of the first year 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 less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided 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 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 either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within seven (7) school days receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within seven (7) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. 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.

**11) 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 May 15th.
- 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 primary 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) At least four weeks before the May 15<sup>th</sup> Summative Evaluation report, 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 due date of this evidence shall be established by the Educator and the Evaluator. In the event that the Evaluator and the Educator cannot agree upon a date, the Superintendent will assign the due date. 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 May 15<sup>th</sup>.
- 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 shall 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 prior to the end of the school year. The signature indicates that the Educator received the Summative Evaluation. 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.

**12) 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) 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. Educators and evaluators are encouraged to include improvement of practice and improvement of student learning as a part of their team goals. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- 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.

**13) 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 the first year of teaching under a different license.
- B) The Educator shall be evaluated at least annually.

**14) 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. Data analysis used to determine the cause will be used in the report.

**15) 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 May 15<sup>th</sup>.

- 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.

**16) 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, if an Educator has been rated as unsatisfactory, the Educator may be placed on an improvement plan of at least thirty school days and no more than one school year.
- 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.

\*The assistance may be the following, but not limited to: coaching, peer observations, and additional professional development. The District will incur the cost of courses mandated in the plan.

- A) 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) When providing notice to an Educator that he/she is being placed on an Improvement Plan, the Evaluator will provide the Educator with a copy of this section (Section 16 - Educator Plans: Improvement Plan).
  - iii) Upon the educator's request a representative of the Association shall attend the meeting to discuss the Improvement Plan.
- B) 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.
- C) A copy of the signed Improvement Plan along with a copy of Section 17 of this document shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- D) 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 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 may 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 may recommend to the superintendent that the Educator be dismissed.

## 18. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5*
* or four weeks before Formative Assessment Report date established by Evaluator	
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 20*
*or 4 weeks prior to Summative Evaluation Report date established by Evaluator	
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary	June 15
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	End of school year

**A) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

**B) Educators on Plans of Less than One Year**

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**19. 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) 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 public commendation or other acknowledgement as determined by the District through collective bargaining where applicable.

**20. Rating Impact on Student Learning Growth**

ESE will provide 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.

**21. Using Student feedback in Educator Evaluation**

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

**22. Using Staff feedback in Administrator Evaluation**

ESE will provide 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.

**23. 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.
- C) 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).

**24. 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 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.
- E) Violations of this article are subject to the grievance and arbitration procedure. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.