

**MEMORANDUM OF AGREEMENT
BETWEEN THE
WINCHESTER EDUCATION ASSOCIATION
AND THE
WINCHESTER SCHOOL COMMITTEE**

The Collective Bargaining Agreement between the Winchester School Committee (the "Committee") and the Winchester Education Association (the "Association"), which expired on August 31, 2013 shall be continued through August 31, 2016 with the modifications set forth below. Such modifications shall be effective as of the date of ratification by both parties, unless otherwise specified.

ARTICLE 5 (Conditions of Professional Service).

Section C.1 (Professional Work Day and Year). Add new [fourth] sentence to read as follows:

The professional work day for pre-school teachers shall begin no earlier than 8:00 A.M. and end no later than 4:15 P.M.

Section C 5 (Professional Work Day and Year) Change third paragraph to read as follows:

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

Section E 2c. (Teaching Assignments-Elementary) Revise the first sentence to read as follows:

*Every effort will be made to provide all teachers assigned to the elementary level **including pre-school teachers** with no less than 170 minutes per week of preparation time based on a five-day week with the goal of no teacher having no more than one preparation period per day...."*

Section H (Meetings). Revise Section H.1 to read as follows:

1. ***Meetings will be scheduled no more than three times per month. Unit members shall be provided with notice of meetings at least one calendar week in advance of the meeting and an agenda at least forty-eight hours in advance of the meeting. An exception shall be made both to the number of meetings monthly and the requirement for advance notice in the event a circumstance of an emergency nature requires that staff be informed of an event or issues emanating from the event in order to handle the situation.***

Add new section (Elementary Specialist) to read as follows:

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

ARTICLE 6 (Special Education). Add new section to read as follows:

Every effort will be made to provide resources and to distribute caseloads equitably so that special educators have sufficient time to complete their duties.

In the event that the principal and a special educator determine that his/her caseload is excessive, they will discuss options to address the educator's workload. These options include, but are not limited to, temporary relief from non-teaching duties, release time in the professional day and/or professional assistance to complete mandated requirements.

ARTICLE 9 (Sick Leave). Revise the first paragraph of Section E to read as follows:

At the commencement of each professional work year, the COMMITTEE shall establish a fund of days to be called Sick Leave Bank. The Sick Leave Bank shall have in it one hundred eighty-three (183) days, which days shall be available to any teacher qualifying therefore, who because of illness or injury, has exhausted his/her own such leave both current and accumulated, provided that the Sick Bank shall be available only to teachers who have completed one year of service.

ARTICLE 11 (Leaves of Absence Without Pay). Effective with the first day of the 2014-2015 school year, replace Section D (Maternity Leave) with Section D (Parental Leave) as set forth below. (The language of Section D (Maternity Leave) as set forth in the collective bargaining agreement dated 2010-2013 will remain in effect through the end of the 2013-2014 school year.)

D. Parental Leave

- 1. The COMMITTEE and the ASSOCIATION recognize that the provisions of Section 105d of Chapter 149 of the General Laws of Massachusetts ("Massachusetts Maternity Leave Act" or "MMLA") provide statutory rights concerning maternity leave to certain teachers and that the Family and Medical Leave Act also provides parental leave for certain eligible employees.**
- 2. A leave of absence without pay will be granted to a teacher who has completed 90 days of employment for the purpose of adoption or birth of a child, subject to the following conditions.**
 - a. The teacher must notify the Superintendent in writing, with as much advance notice as possible, that he/she will require a leave of absence for childbirth or adoption, specifying the dates requested for the beginning and end of the leave. The notification shall be provided at least eight weeks before the leave is to begin.**
 - b. The length of leave may extend through the end of the school year**

during which the birth or adoption occurs and, at a maximum, through the end of the next school year. (For example, if the birth or adoption takes place on March 1, the leave may extend through the end of that school year, plus one additional school year.)

- 3. A teacher who is pregnant or on leave due to child birth and who is physically unable to work because of disability related to the pregnancy or birth may, while school is in session, use her accumulated personal sick leave to cover those days when she is disabled and unable to work. A mother is presumed to be disabled and unable to work for the first eight weeks following childbirth. The Superintendent may require the teacher to submit adequate medical evidence for any other period of disability. In addition, if the Superintendent or the Principal questions the fitness of the teacher to return to her position, he/she may require the production of adequate medical evidence and/or examination by a physician mutually agreed upon by the COMMITTEE and the teacher prior to the teacher's return.**
- 4. Any professional status teacher who has accepted a child as part of adoption procedures may use his/her accumulated personal sick leave, up to 40 days, to cover those days when he/she attends to the adoption of his/her child. The Superintendent may require the teacher to submit adequate evidence for the period necessary to attend to the adoption.**
- 5. If a teacher does not return to his/her employment at the scheduled end of his/her parental leave, his/her employment will be terminated. A teacher on parental leave who wishes to extend the leave beyond that originally scheduled during the current school year must seek approval from the Superintendent for such extension at least five weeks prior to the originally scheduled return date. A teacher on parental leave who wishes to extend the leave beyond that originally scheduled into the next school year must seek approval from the Superintendent for such extension no later than May 1. A failure to do so will allow the Superintendent to terminate said teacher's employment.**
- 6. During all unpaid portions of parental leave, the teacher will not accrue benefits or pay increments. However, at the time of return, all benefits to which a teacher was entitled at the time a parental leave commenced, including unused, accumulated sick leave, will be restored to the teacher upon his/her return, and the teacher will be assigned to the same or comparable position held at the time the leave commenced.**

ARTICLE 18 (Staffing). Revise the first and third paragraphs of Section B to read as follows:

- B. Every effort will be made to meet a student-to-teacher ratio best suited to the individual grade level or discipline ... an average of sixteen students for family and consumer sciences, an average of twenty-two students for a teacher of primary (K-2) grades and an average of twenty-five students per class for a teacher of academic or elementary classes (grades 3-5). In technology classes there will be no more students than student workstations available. . .**

[no change to second paragraph on "Secondary"]

Elementary

If a teacher's class size exceeds 24 for grades K-2 and 26 for grades 3-5, the principal and teacher will meet to discuss options for reducing the class size, including relief from non-teaching duties, additional preparation time and /or a teaching assistant.

ARTICLE 20 (Association Rights and Privileges). Clarify/revise Section G to read as follows:

G. Children of full-time teachers employed in the Winchester School System who reside outside of Winchester shall be allowed to attend the Winchester schools tuition free. Such enrollment is subject to the following:

- 1. The Child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the teacher's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.**
- 2. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the teacher will be responsible for enrolling the child in his/her district of residence.**
- 3. The teacher is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.**
- 4. In the event that the parent/guardian ceases to be employed as a full-time teacher by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.**

Determinations regarding the student's initial enrollment, whether a child requires a special education program not ordinarily delivered in the district's facilities, and the student's exclusion based upon disciplinary policies are not subject to the grievance and arbitration procedures.

ARTICLE 21 (Teacher Employment). Revise Section B1 to read as follows:

Any non-professional status teacher whom the Superintendent intends not to recommend for reemployment in the following school year will be notified in writing to

that effect as soon as practicable and, with respect to third year non-professional status teachers, on or before **May 15**.

ARTICLE 23 (Professional Development and Education Improvement). In Section A.1 (Courses, Conferences and Workshops), change the nine hundred dollars (\$900) to **twelve hundred (\$1200)**.

ARTICLE 28 (Procedures for Review of Extracurricular Activities). Add new Subsection 3, Elementary School, to Section A with adjustments to reflect this addition as follows:

A. Committee Makeup

*In order to equitably and responsibly administer the extracurricular activities in the schools, **Extracurricular Activities Committees (EAC) are to be established as follows: (1) one EAC to cover all elementary schools in the district and (2) one EAC for each secondary school.** The composition of the committees will be as follows:*

1. High School

*Principal (Principal or his/her designee shall serve as Chair)
One Assistant Principal
Three teachers elected by the High School staff
One boy and one girl, either junior(s) or senior(s), elected by the Student Union*

2. Middle School

*Principal (Principal or his/her designee shall serve as Chair)
Assistant Principal
Three teachers elected by the Middle School staff*

3. Elementary School

***Principal from one school (or his/her designee) shall serve as Chair.
Assistant Principal from one school
One teacher from each school elected by the staff at each school.***

ARTICLE 34 (Induction and Mentoring Program). Section I Compensation. Add **\$200 to lead mentors and mentors (reflects additional day of attendance)**. (retroactive to September 1, 2013)

Term of Contract. Revise to read as follows:

*This AGREEMENT shall be effective as of September 1, **2013** and shall remain in effect until August 31, **2016**.*

Appendix A1 (Salary Guides). Apply the following increases:

September 1, 2013	1.5%	(retroactive to first day of school year)
August 31, 2014	.5%	
September 1, 2014	2.0%	
September 1, 2015	3.0%	

Appendix A-3. Add new section 8: (Incident Management Team) to read as follows (retroactive to September 1, 2013):

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

Appendix C (Coaching and Other Athletic Stipends). Add the following:

The parties shall convene a joint labor management committee in the 2013-14 school year to study the ratios for coaching and other athletic stipends. The committee shall make recommendations for changes to the coaching and athletic stipends, if necessary, subject to negotiations.

Add new Compensation Committee

The parties shall convene a joint labor management committee in the 2014-15 school year to study compensation.

In addition to the above amendments, the parties will review the collective bargaining agreement for the purpose of updating and clarifying various provisions. (Examples to be considered include eliminating Section L and M under Article 5, as proposed by the Association.)

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

Winchester Education Association

Winchester School Committee

Date

Date

AGREEMENT

BETWEEN

THE WINCHESTER SCHOOL COMMITTEE

and

THE WINCHESTER EDUCATION ASSOCIATION

for

2010-2013

TABLE OF CONTENTS

PREFACE.....6

ARTICLE 1
Recognition.....6

ARTICLE 2
Scope of Agreement.....7

ARTICLE 3
Grievance Procedure.....7

ARTICLE 4
Compensation.....11

ARTICLE 5
Conditions of Professional Service.....13

ARTICLE 6
Special Education.....19

ARTICLE 7
Deductions.....19

ARTICLE 8
Non-Teaching Duties.....21

ARTICLE 9
Sick Leave.....22

ARTICLE 10
Leaves of Absence With Pay.....24

ARTICLE 11
Leaves of Absence Without Pay.....26

ARTICLE 12
Sabbatical Leave.....29

ARTICLE 13
Reductions in Force.....30

ARTICLE 14
Teacher Assignment..... 32

ARTICLE 15	
<i>Vacancies, Transfers and Promotions.....</i>	<i>33</i>
ARTICLE 16	
<i>Insurance and Annuity Plan.....</i>	<i>36</i>
ARTICLE 17	
<i>Protection.....</i>	<i>37</i>
ARTICLE 18	
<i>Staffing.....</i>	<i>38</i>
ARTICLE 19	
<i>Specialists.....</i>	<i>40</i>
ARTICLE 20	
<i>Association Rights and Privileges.....</i>	<i>40</i>
ARTICLE 21	
<i>Teacher Employment.....</i>	<i>41</i>
ARTICLE 22	
<i>Evaluation.....</i>	<i>42</i>
ARTICLE 23	
<i>Professional Development and Educational Improvement.....</i>	<i>58</i>
ARTICLE 24	
<i>Conditions for Movement on the Salary Schedule.....</i>	<i>60</i>
ARTICLE 25	
<i>Academic Freedom.....</i>	<i>61</i>
ARTICLE 26	
<i>Just Cause.....</i>	<i>62</i>
ARTICLE 27	
<i>Committee Rights.....</i>	<i>62</i>
ARTICLE 28	
<i>Procedures for Review of Extracurricular Activities.....</i>	<i>63</i>
ARTICLE 29	
<i>Health and Safety.....</i>	<i>65</i>

ARTICLE 30	
<i>Academic Advisory Council.....</i>	<i>65</i>
ARTICLE 31	
<i>Middle School Preamble.....</i>	<i>66</i>
ARTICLE 32	
<i>Curriculum Work.....</i>	<i>66</i>
ARTICLE 33	
<i>Acceptable Use Policy.....</i>	<i>66</i>
ARRICLE 34	
<i>Induction and Mentoring Program.....</i>	<i>67</i>

Appendix A-1	
<i>Salary Guides.....</i>	<i>69</i>
Appendix A-2	
<i>Salary Guide Placement.....</i>	<i>75</i>
Appendix A-3	
<i>Position Ratios.....</i>	<i>76</i>
Appendix B	
<i>Extracurricular Stipends.....</i>	<i>78</i>
Appendix C-1	
<i>Coaching and Other Athletic Stipends.....</i>	<i>79</i>
Appendix C-2	
<i>Peer Mediation.....</i>	<i>81</i>
Appendix D	
<i>Special Needs Instructors.....</i>	<i>81</i>
Appendix E	
<i>Summary of Your Rights Under the Family and Medical Leave Act of 1993.....</i>	<i>81</i>
Appendix F	
<i>Winchester Public Schools Policy and Procedures on Harassment.....</i>	<i>83</i>
Appendix G	
<i>Winchester Public Schools Mission, Vision, Values, Strategic Goals.....</i>	<i>87</i>

Appendix H
Prior Approval Form for Non-College Course or Non-Winchester
Workshop/Institute/Program.....91

Appendix I
Prior Approval of Course Form.....92

Appendix J
Task Force Committees to be continued as per this Agreement.....94
Professional Status Teacher Evaluation Cycle Grid.....95
Teacher Job Description.....96
Job Description Template.....97

PREFACE

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

ARTICLE 1 **Recognition**

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

Effective June 30, 2011 the titles Supervisor of Special Education and the Special Education Case Manager shall be removed.

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

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

personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum.

ARTICLE 2
Scope of Agreement

- A. The COMMITTEE and the ASSOCIATION agree to carry out the commitments contained herein and gives them full force and effect as contractual obligation. The COMMITTEE will amend its Rules and Regulations and/or policy statements and take such other action as may be necessary in order to give full force and effect to the provisions of this AGREEMENT.
- B. The rights and benefits, duties and responsibilities of teachers provided herein are in addition to those provided by regulation of the COMMITTEE in existence on the effective date of this AGREEMENT.
- C. If any provision of the AGREEMENT or application of this AGREEMENT to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this AGREEMENT.

ARTICLE 3
Grievance Procedure

A. Definitions

1. The following definitions shall apply to this article:

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

B. Purpose

- 1. The purpose of this procedure is to secure prompt and equitable solutions to grievances, which may from time to time arise. All grievances will be handled as provided in this article.

2. The parties desire that grievance proceedings hereunder be kept as informal and confidential as may be appropriate for the particular procedural level involved. It is also the desire of all parties that grievances be resolved at the lowest possible level and in the most expeditious manner possible.

C. Procedure

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

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

1. Level One - School Principal

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

2. Level Two - Superintendent of Schools

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

3. Level Three - School Committee

If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may, within five (5) days after the date the Superintendent's or his/her

designee's decision is due at Level Two, submit a written statement of the grievance to the COMMITTEE. Within ten (10) days after receipt of the grievant's written statement of the grievance, the COMMITTEE or its designated representative or representatives shall meet to consider the grievance with the grievant and also with representatives of the ASSOCIATION, who may be observers or, at the request of the grievant, participants. The COMMITTEE shall render its decision in writing to the grievant, with a copy to the ASSOCIATION, within seven (7) days after the conclusion of such meeting.

4. Level Four - Arbitration

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

- e. The arbitrator's decision shall be in writing and shall set forth his/her reasons for the results reached. Copies of the decision shall be furnished to the COMMITTEE and the ASSOCIATION. The decision of the arbitrator, if within the scope of his/her power and authority under this AGREEMENT, shall be final and binding upon the parties.
- f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the American Arbitration Association shall be shared equally by the ASSOCIATION and the COMMITTEE.

D. Time Limits

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

E. Miscellaneous

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

ASSOCIATION and shall contain an explanation as to how the grievance affects the designated group or class of teachers.

5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. Provided the COMMITTEE and the ASSOCIATION agree, by written agreement signed by the Chairman of the COMMITTEE or his/her designee and the President of the ASSOCIATION or his/her designee, a grievance affecting a group or class of teachers may be commenced at Level Three.
7. No censure of any kind will be made by the COMMITTEE or the school administration against any teacher because of his/her participation in the grievance procedure.
8. The ASSOCIATION or any employee covered by this AGREEMENT understands that it is unlawful to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of any service by said ASSOCIATION or any employee.

ARTICLE 4 **Compensation**

- A. The annual salaries of all persons covered by this AGREEMENT are set forth in Appendix A, which is attached hereto and made a part thereof.
- B. Every teacher employed by the Winchester Public Schools during the term of this AGREEMENT shall be placed on the respective Salary Schedule at the step appropriate for his/her degree, course status and years of experience. In situations where the Superintendent desires to hire someone at a step and/or column which pays more than the applicant's degree, course status, and years of experience indicate, the Academic Advisory Council will be consulted. The Council's approval or disapproval of the step and/or column placement will be binding upon the Winchester Public Schools.
- C. Every teacher required to participate in or conduct special courses, workshops, or orientations outside his/her professional work year shall receive additional compensation therefore at his/her regular daily rate or portion thereof.
 1. A teacher's daily rate shall be 1/183rd of his/her annual salary.
- D. Salary payments to all teachers will be made bi-weekly. Payday will be on Wednesday during the school year. Whenever, during the school year, school shall not be in session on a Wednesday payday, the school day prior to such Wednesday shall be payday. Teachers will be provided each payday with a complete payroll slip indicating gross bi-weekly payment and all salary deductions made there from.

1. Annually, teachers may elect payment under either of the following plans. (Once a teacher elects a payment plan, it will be assumed that he/she desires to continue on that plan in the succeeding year unless he/she notified the Superintendent or his/her designee of the desire to change):
 - a. A twenty-six-payment plan with lump sum balance in last check in June.
 - b. A twenty-one-payment plan with bi-weekly payments over the ten months of the school year. To exercise this option, the teacher shall give written notice to the Business Office on or before July 1st in order that the plan may become effective the following September.
- E. Advancement in salary and or salary step up to the stated maximums shall be made upon recommendations by the Principal and approval of the Superintendent. Such advancement shall be based upon a continued high standard of performance and/or demonstrated improvement in efficiency of service.
 1. Any teacher, whose work or professional preparation is adjudged unsatisfactory, may be retained at the same salary for the succeeding year by the Principal and with the approval of the Superintendent. Where such action is taken, the teacher shall receive an explanation in writing before April 15. If and when a teacher who has been judged unsatisfactory is determined to be satisfactory, he/she will be put on his/her appropriate step on the salary guide but will not be entitled to any compensation lost during the time he/she was judged to be unsatisfactory.
- F. A part-time teacher's employment and compensation shall be calculated in the following manner:
 1. At the high school and middle school, on the basis of a five (5) period teaching day.
 2. At the elementary level, as a percentage of the five and one half hour work day, exclusive of lunch.
 3. As a teacher at both the middle / high school and elementary level, as a percentage of the elementary five and one-half hour work day, exclusive of lunch.
 4. As a specialist at a level, on the basis used for part-time teachers at that level.
- G. A part-time teacher shall receive credit as though s/he has been a full teacher for the purposes of calculating longevity payment credit.
- H. Kindergarten teachers who teach full time (.78) shall receive yearly longevity payments as though she/he is a full time teacher.
- I. When there is an absent unit member and utilizing the substitute list does not result in a

substitute, substitute work will next be offered to part-time teachers. Such money shall be paid as part of the regular paycheck in recognition of their additional teaching responsibilities.

1. Elementary teachers who are required to lose preparation time shall be compensated for that time at the rate of twenty-five dollars (\$25) an hour or portion thereof for every occurrence.
 2. Reasonable efforts will be made to hire a qualified substitute school nurse at a competitive wage whenever a school nurse is absent from her/his school.
- J. A teacher who agrees to teach an additional class shall be compensated at the rate of twenty percent (20%) of his/her salary for the additional class. If a teacher who agrees to teach another class has a teaching schedule other than five classes, the WEA and the WSC shall determine the additional compensation rate due the teacher. The teacher shall be assigned duties.
- K. Winchester Enhanced Longevity
1. Professional staff members with 20 (twenty) completed years of service in Winchester may elect longevity payment of \$3,000 per year for three, consecutive years that follow acceptance under this provision. Longevity payments specified in Appendix A-2 Section C.5 and any sick leave buy back specified in Article IX Sec. F will cease upon acceptance under this provision.
 2. The notice of intent to elect enhanced longevity should be given to the Superintendent by December 1 for payments to commence the following September 1. Notice of intent is for budgetary purposes.

ARTICLE 5

Conditions of Professional Service

A. Definitions

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

3. "School day" shall mean any day during which students are in attendance.
4. "Instructional year" shall mean the number of days in each twelve month period on which pupils are required to attend school.
5. "Professional work year" shall mean the number of days in each twelve-month period on which teachers are required to be present at school for the performance of their assigned tasks.

B. Instructional Day and Year

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

C. Professional Work Day and Year

1. The professional workday for secondary staff shall begin no earlier than 7:25 A.M. and end not later than 3:40 P.M. The professional workday for elementary staff, except kindergarten teachers, shall begin no earlier than 8:00 A.M. and end not later than 4:15 P.M. The professional workday for kindergarten teachers shall begin no earlier than 8:00 A.M. and end no later than 1:30 P.M. Secondary teachers shall not be required to instruct and/or supervise pupils for more than 6 hours from start to finish, excluding lunch but including preparation time. Elementary teachers shall not be required to instruct and/or supervise pupils for more than 5 1/2 hours from start to finish, excluding lunch but including preparation time. Full time nurses shall have a six and one half hour day, inclusive of lunch. Part time nurses shall have the option of a fifteen-minute duty free break or a thirty-minute lunch of which lunchtime of fifteen minutes shall count toward their assigned hours. If the student schedule at the high school necessitates additional nursing coverage, the nurse providing coverage will be compensated at his/her regular rate.
2. The lunch periods for teachers will coincide with the lunch period for students. Nurses will be entitled to a lunch break as part of their workday. It is recognized that this lunch may not fall within the regular frame of lunch within a school if the nurse is engaged in medical duties.
3. The Superintendent or a principal may require a teacher to be present, before or after the instructional day, within the professional day, with reasonable frequency and notice. A teacher shall be in his/her building for at least fifteen (15) minutes before the commencement of and ten (10) minutes after the end of the instructional day performing educationally-related duties and shall be in his/her classroom supervising students five (5) minutes before the commencement of the instructional day. Teachers may be required to serve on bus duty on a rotating

and equitable basis within the ten (10) minutes after the instructional day. After the ten minutes immediately following the instructional day elapses, the COMMITTEE will refrain from assigning bus duty to teachers.

4. In addition to the requirements set forth in paragraph C.3, above, a teacher shall be in his/her classroom or building for as much time before or after the instructional day as he/she in his/her professional judgment, determines is necessary to provide adequately for his/her programs and students.
5. The professional work year, except for new teachers, shall consist of one hundred eighty-three days (183); one day for orientation, one hundred eighty days (180) for instruction, one full day for professional development, and the 183rd day of the year will be a full day with no students that is teacher directed.

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

New teachers shall be present for two (2) additional orientation days as established by the Superintendent during the week prior to the beginning of the professional work year.

6. If instructional days are lost because of school cancellation, teachers will be required to serve as many days as are necessary to provide one hundred eighty (180) instructional days.
7. Teachers shall be permitted and encouraged to work in their classrooms or buildings prior to the opening of school for as many hours as the buildings are open, and may leave at the end of the instructional year as soon as the individual teacher and his/her principal determine that all professional responsibilities have been fulfilled.
8. Each guidance counselor, including the Guidance Director, shall work three (3) additional workdays prior to the beginning of the school year and three (3) additional days at the end of the school year at his/her per diem rate of pay. Unless otherwise agreed mutually upon between the counselor and the Guidance Director and approved by the Superintendent of Schools, the days shall be contiguous to beginning and the end of the work year.
9. Students dropped off in advance of the teacher workday and/or not picked up at the end of the day are the responsibility of the principal or a paid monitor.

D. School Calendar

1. The ASSOCIATION shall be consulted on the preparation of the school calendar.

2. The COMMITTEE reserves the right to schedule released time and examination schedules, except as provided in this article.

E. Teaching Assignments

1. Secondary

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

2. Elementary

- a. Effective 9/1/07 there will be three half days. Two will be at the beginning of the school year (2nd and 3rd days of the school year and with students) and one at the end of the student year (182nd day of the year and with students.) The 183rd day of the year will be a full day with no students that is teacher directed. Half days during the school year may be scheduled at the discretion of the School Committee/Administration. These days will be spent in endeavors consistent with the regulations and memoranda of the Department of Education, Commonwealth of Massachusetts. An additional half-day will be scheduled on the day before Thanksgiving. Elementary conference days will be scheduled by the Administration for three (3) half-days in the fall and three (3) half-days in the spring.

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

Kindergarten teachers will have no fewer than three 30-minute and one 45- minute preparation periods per week.

Grades 1-4 teachers will have no fewer than one 45-minute, one 35-minute and three 30-minute preparation periods per week.

Grade 5 teachers will have no fewer than three 45-minute and one 35-minute preparation periods per week.

In the event that any teacher has more than one preparation period per day, the principal and teacher will meet to discuss options to provide relief.

- d. Effective 2001-2002, the increased ratio for Kindergarten Teachers (from .72 to .78) is not to result in any increase to the student time and day which shall remain at the same level as the 2000-2001 school year, but is to be used exclusively to compensate the teachers for the meetings, workshops and other building activities in which they participate beyond the proportionate amount of time required by the Agreement.
- e. Depending upon the scheduling of the activity, Kindergarten Teachers, at their discretion, may choose to remain in the building until the activity or return to the building for the meeting workshop or building activity. Every attempt shall be made to schedule parent conferences at the convenience of the Kindergarten Teacher and his/her schedule.
- f. On release days, the principal shall ensure that Kindergarten teachers will be able to leave their assignment on time.

F. Parking

1. Each unit member assigned to a building, which is undergoing facilities improvement, will receive a parking sticker for a ticket free parking area. This also includes members being displaced while buildings are being renovated.
2. Unit members who travel between schools shall be assigned their parking spaces close to the entrance of the building at every location to enable them to move themselves and any personal teaching materials easily and quickly.

G. Itinerant Teachers

1. Each teacher that travels from one building to another in the fulfillment of his/her teaching schedule has thirty (30) minutes travel time in his/her schedule to move from one building to another. In the instance where every effort is made and the two buildings' schedules cannot be reconciled to provide the full thirty (30) minutes travel time, the amount of travel time can be adjusted downward by up to five (5) minutes to provide for the actual time.
2. Unit members that travel shall have assignments that restrict their responsibilities to two (2) buildings and one travel period per day.
3. There will be adequate supplies and storage for supplies and the teacher's personal materials on each floor within a building for teachers who travel from one teaching station and/or classroom to another. Teachers will not be responsible for carrying or distributing supplies/student materials within a building or from one building to another.

H. Meetings

1. Unit members shall be provided with notice of meetings at least one calendar week in advance of the meeting and an agenda at least forty-eight hours in advance of the meeting. An exception shall be made only if a circumstance of an emergency nature requires staff be informed of an event or issues emanating from the event in order to handle the situation.
2. The last day of the school year shall be for the use of the unit member in his/her area or classroom. The principal may call a meeting on the 182nd day of up to one hour in length.

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

J. Part-time Teachers

1. A part-time teacher's responsibilities shall be scheduled consecutively within the school day and, wherever possible, consecutively within the work week.
 2. All part-time teachers shall have a pro-rated share of duties, preparation time, and other responsibilities. S/he shall be available outside his/her assignment time for student help.
- K. If teachers request to job share, the WEA and the WSC will negotiate the terms and conditions of job sharing.
- L. A task force will be formed to review and revise unit classification/job descriptions.
- M. The parties agree to form a joint labor-management committee to review the middle and elementary school conference scheduling and logistics.

ARTICLE 6

Special Education

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

ARTICLE 7

Deductions

- A. The COMMITTEE, whenever authorized by any teacher in writing, shall provide that payroll deductions on behalf of such teachers shall be made every payday and paid over in accordance with such authorization for any or all of the following purposes:
1. Professional dues and/or Agency Fee of the ASSOCIATION.
 2. Premiums under the Employee's Group Insurance Program.
 3. Premiums under any annuity contract purchased for the teacher by the COMMITTEE.

4. Payments to the Winchester Municipal Federal Credit Union.
 5. Premiums for an Income Protection Insurance Plan.
 6. Medical and flexible spending plans.
- B. Teacher authorizations and the procedure for ASSOCIATION dues deduction shall be as follows:
1. Authorization form:

**AUTHORIZATION FOR PAYROLL DEDUCTION
ASSOCIATION DUES**

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

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

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

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

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

Date of Signing

Teacher's Signature

2. The ASSOCIATION will certify to the Committee in writing the current rate of its membership dues at least thirty (30) days prior to the effective date of such change.
3. Dues deductions will be made in equal installments from each bi-weekly check during the months October through May during the school year. The COMMITTEE will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the preparation of the payroll from which the deductions are to be made.

4. The amounts so deducted shall be paid to the Treasurer of the ASSOCIATION monthly. A town check mailed or otherwise delivered payable to said Treasurer, shall be a complete discharge of the contractual obligation of the COMMITTEE and the Town and there is no obligation to look to the application of the proceeds.
- C. Pursuant to MGL Chapter 150E, Section 12 it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every non-dues paying member of the bargaining unit shall pay to the Association an Agency Fee, which shall be proportionately commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17.00: Agency Service Fee. The Agency Fee shall be deducted from each paycheck pursuant to payroll authorization.

ARTICLE 8
Non-Teaching Duties

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

Elementary: recess and afternoon bus duty

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

High School: academic block, homeroom and corridor supervision

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

Any new duties, before being instituted, must have the approval of the Academic Advisory Council.

- D. The ASSOCIATION and COMMITTEE agree that the enumerating of attendance and

the grading of students are integral parts of the teacher function; at the same time, they agree that the keeping of registers and the posting of other records will be performed by non-teaching personnel.

- E. It is agreed that, while it is necessary on occasion for teachers to collect money for non-educational purposes, teachers will not be required to tabulate or account for such money.
- F. The COMMITTEE agrees, within the space limitations with which it is confronted, that suitable office and working space will be provided for teachers.
- G. Teachers will not be required to drive pupils to activities, which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their Principal or immediate supervisor.

ARTICLE 9

Sick Leave

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

Committee or school administration shall be designated by the COMMITTEE, and three members who are teachers shall be designated by the ASSOCIATION. The Sick Leave Bank Committee shall satisfy itself that the teacher in question has suffered or continues to suffer a prolonged illness or a prolonged disability arising from injury or illness and that said teacher has exhausted or is about to exhaust his/her own sick leave benefits.

2. Any unused days remaining in the Sick Leave Bank at the end of the professional work year shall not accumulate from year to year.
3. The award of any days from the Sick Leave Bank shall require a majority vote of the whole committee. The award by the committee of any such days shall not be subject to the grievance or arbitration provisions of this AGREEMENT.

F. Sick Leave Buyback

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

G. Family Medical Leave Act

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

H. Workers' Compensation

When a member of the unit is absent from work because of an injury that is compensable under the Workers' Compensation Act, the unit member will be able to use his/her own accumulated sick leave and the sick leave bank to maintain full salary. Days so used will be calculated on a pro rata basis. When the unit member is absent because of a personal injury not due to his/her own negligence, received by him/her as a result of an assault or battery incurred during the course of his/her employment, the Committee shall grant

personal injury leave under the provisions of Article XVII, Teacher Protection, and there shall be no deduction of sick days.

ARTICLE 10
Leaves of Absence With Pay

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

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

C. Personal Leave

1. In each school year each teacher:
 - a. will be entitled to two (2) days leave of absence with pay for personal or business matters,
 - b. will be entitled to accumulate up to eight (8) personal leave days over four school years
 - c. if the teacher did not use the full number of days of such leave to which she/he were entitled in the previous school years, she/he may use such unused leave days during the current school year; and
 - d. the teacher shall be able to use any personal days for professional development, i.e. attending meetings or conferences of an educational nature; provided, however, that in no event shall any teacher be entitled under C. 1. to use more than a total of eight (8) "personal" days leave of absence for personal, business or professional development matters during any school year.
2. Requests for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and the teacher will not be required to state the reason for taking such leave other than he/she is taking it under this section. The parties agree that such leave must be taken for important personal, professional development or business reasons and not as vacations or recreation.
3. Personal days shall not be allowed on the day immediately before or immediately after a holiday and/or vacation except in an emergency or in extenuating circumstances. If a teacher requests emergency or extenuating circumstances personal leave under this specific paragraph, the teacher will provide the Superintendent with the reason for such leave.

ARTICLE 11
Leaves of Absence Without Pay

- A. The COMMITTEE agrees that one professional status teacher designated by the ASSOCIATION will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the COMMITTEE during the leave. The period of time spent on such leave shall not be counted as service for the purpose of advancement on the salary schedule.
- B. A leave of absence without pay of up to two years will be granted to any professional status teacher who joins the Peace Corps, Vista, Massachusetts Teachers Corps or serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave a teacher will be considered as if he/she were actively employed by the COMMITTEE during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leave will be granted for term of induction or original enlistment to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four years.
- D. Maternity Leave
1. The COMMITTEE and the ASSOCIATION recognize that the provisions of Section 105d of Chapter 149 of the General Laws of Massachusetts provide statutory rights concerning maternity leave to certain teachers. Both parties agree that the aforementioned provisions shall apply to all teachers who have completed probationary period of ninety days.
 2. A maternity leave of absence without pay or increment will be granted to a non-probationary teacher who is pregnant subject to the following conditions:
 - a. The teacher must notify the Superintendent in writing, as soon as possible, upon learning she is pregnant and shall require a leave of absence specifying the dates requested for beginning and end of leave. The notification shall be provided at least eight weeks before the leave is to begin.
 - b. The commencement of maternity leave will be left to the discretion of the teacher involved except where problems of health and safety exist. If the Superintendent questions the fitness of the teacher to continue to teach while pregnant, the principal may require the production of adequate

medical evidence and/or examination by a physician mutually agreed upon by the COMMITTEE and the teacher.

3. For all pregnancies terminating before March 1 in any school year, the length of maternity leave shall in no event extend beyond the end of the then-prevailing school year; for all pregnancies terminating after March 1 and before the beginning of the next school year, the length of maternity leave shall in no event extend beyond the end of the next school year. All benefits to which a teacher is entitled at the time her leave of absence commenced, including unused, accumulated sick leave, will be restored to her upon return, and she will be assigned to the same or comparable position, which she held at the time her leave commenced.
4. If a teacher does not return to her employment at the end of her maternity leave, her employment will be terminated. A teacher on maternity leave in excess of eight school weeks, desirous of returning to employment, must so notify the Superintendent in writing five weeks before returning, or on or before April 1st, whichever comes sooner. A failure to so notify the Superintendent will allow him/her to terminate said teacher's employment.
5. If the Superintendent or the Principal questions the fitness of the teacher to return to her position, she may require the production of adequate medical evidence and/or examination by a physician mutually agreed upon by the COMMITTEE and the teacher.
6. The teacher who is pregnant or is on maternity leave, and who is physically unable to work because of disability directly connected to childbearing, may, while school is in session, use her accumulated personal sick leave to cover those days when she is disabled and unable to work. The Superintendent may require the teacher to submit adequate medical evidence for the period of disability.
7. A leave of absence without pay will be granted upon request to any professional status teacher who is the parent of a newborn child. Usually, such leave shall commence two weeks prior to the time at which the child is expected. Such leave shall terminate no later than the beginning of the second school year following the school year in which it began.
8. A leave of absence without pay will be granted upon request to any professional status teacher who has accepted a child as part of adoption procedures. Such leave may commence two weeks prior to the date of acceptance. Such leave shall terminate no later than the beginning of the second school year following the school year in which it began.

The teacher who is adopting a child shall be entitled to use his/her accumulated personal sick leave, up to 40 days, to cover those days when s/he is attending to the adoption of his/her child. The Superintendent may require the teacher to

submit adequate evidence for the period of attending to the adoption.

There shall be a joint labor management committee to develop a definition for the phrase: “to cover those days where s/he is attending to the adoption of his/her child.”

- E. A leave of absence without pay or increment of up to one year will be granted to a professional status teacher for the purpose of caring for a sick member of the professional status teacher’s immediate family. Additional leave may be granted at the discretion of the COMMITTEE.
- F. The COMMITTEE will grant a leave of absence without pay or increment of up to four (4) years to any professional status teacher to campaign for, or serve in a major public office.
- G. A professional status teacher will be granted a leave of absence without pay or increment for up to one year for personal health reasons. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- H. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- I. A leave of absence of one year may be granted to any professional status teacher not eligible for Sabbatical Leave as provided for in Article XII of this AGREEMENT, for the purpose of engaging in study or a work program related to his/her professional responsibilities. An additional year may be granted at the discretion of the COMMITTEE. Written notification of intent to seek such leave of absence must be filed with the Superintendent by no later than April 1 of the school year immediately prior to the intended leave, with final notice being filed, as stated above, no later than June 30 of the aforementioned school year. Upon return from such leave without pay or increment, a teacher may, upon the recommendation of the Superintendent and at the discretion of the COMMITTEE, receive salary credit.
- J. Other leaves of absence without pay may be granted by the COMMITTEE.
- K. All benefits to which a teacher is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.
- L. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.
- M. Teachers on leave of absence without pay or increment will give written notice to the Superintendent of Schools by March 1 of their intent to return the following September.

- N. Nothing in this Article shall be construed so as to preclude any non-professional status teacher from applying for or the COMMITTEE from granting any leaves to which a professional status teacher is entitled.

ARTICLE 12
Sabbatical Leave

- A. The COMMITTEE may grant sabbatical leave for up to five teachers with professional status for study or research, subject to the following conditions:
1. Teachers applying for such leave must have completed at least seven consecutive years of satisfactory service in the Winchester Schools since their employment or last sabbatical leave, to commence the following September.
 2. Teachers who receive such sabbatical leave shall be granted full pay for one year, or full pay for one-half year.
- B. The president of the ASSOCIATION (or his/her designee) shall notify the Superintendent of Schools prior to December 1 as to how many teachers intend to apply for sabbatical leave to commence the following September.
1. Application for sabbatical leave, commencing in September, shall be submitted in writing to the Superintendent of Schools on or before March 1 and action must be taken on all such requests no later than April 1 of the school year preceding the September for which the sabbatical leave is requested. Reasons for rejection of an application for sabbatical leave shall be given to the applicant in writing upon the request of the applicant.
 2. Such application shall include, but not necessarily be limited to, information concerning the nature of the sabbatical leave, its purpose, duration, location, the role that teacher will play in any program for which the leave is taken, the relationship to any academic or non-academic institution, the anticipated results of the leave, and the educational benefits, which will accrue to the teacher and to the Winchester Public Schools.
- C. Upon his/her return from sabbatical leave, a teacher will submit to the Superintendent of Schools a written report as required by the Superintendent with respect to such leave taken.
- D. Each teacher on sabbatical leave shall receive from the COMMITTEE all the related fringe benefits, which he/she would have received if he/she had remained on active duty.
- E. Prior to the granting of a sabbatical leave, a teacher shall enter into a written agreement with the COMMITTEE that if his/her application is approved and he/she receives sabbatical leave, he/she will, upon expiration of such leave, either return to the Winchester School Department and serve therein for a period twice the length of the

leave granted, or refund to the Town that proportion of the salary paid him/her while on leave that the unexpired period of agreed service bears to the total period of such service. In cases of death, incapacitating illness, or other circumstances beyond the control of the individual as approved by the COMMITTEE, the teacher's liability for repayment is cancelled.

- F. Upon his/her return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would be on had he/she remained actively employed in the system, and all benefits to which he/she was entitled at the commencement of the leave, including accumulated unused sick leave, shall be restored to him/her; and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.

ARTICLE 13 **Reductions In Force**

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

- A. A teacher on professional status shall not be laid off if there is a non-professional status teacher whose position the teacher on professional status is qualified to fill.
- B. In determining the order in which teachers shall be laid off within the separate groups of professional status and non-professional status teachers, the Superintendent shall consider only the following factors in laying off teachers within a discipline:
 - 1. Professional training as evidenced by column placement on the salary schedule
 - 2. Experience within a discipline
 - 3. History of teaching performance
 - 4. Reasonable needs of the school system
 - 5. Total number of years of continuous service in the school system
- C. When, save for seniority, the foregoing factors are, in the judgment of the Superintendent substantially equal, seniority shall govern within the discipline. The Superintendent's judgment shall be set aside only where it was not made in good faith and/or was arbitrary or capricious.
- D. Seniority is defined as length of service in bargaining unit from the first day for which compensation is received. Authorized leaves of absence will not break continuity for seniority purposes. Time spent on authorized leaves of absence with pay will accrue towards seniority credit, and will also accrue towards experience credit in the discipline. Time spent on authorized leaves of absence without pay will not accrue towards seniority credit; and will not accrue towards experience within the discipline except in cases where the time spent is engaged in teaching in his/her discipline. Part-time teachers will earn seniority credit and experience in a discipline credit on a pro-rata basis. However,

kindergarten teachers will earn the above credit as if they were full-time teachers.

- E. For purposes of this Article, discipline categories shall include:
1. K-6
 2. Secondary English
 - 2a. 6-8 English
 3. Secondary Math
 - 3a. 6-8 Math
 4. Secondary Science
 - 4a. 6-8 Science
 5. Secondary Social Studies
 - 5a. 6-8 Social Studies
 6. Secondary Languages
 - 6a. 6-8 Language
 7. Business and Computer Education
 8. K-12 Art
 9. K-12 Music
 10. Health and Physical Education
 11. K-12 counselors, counselor/psychologists and psychologists
 12. Special Needs Specialists, Special Needs Teachers, Social Workers, Resource Room Teachers
 13. Secondary Librarians
 - 13.a. Elementary Library Resource Manager
 14. K-12 Reading
 15. Technology
 16. Family and Consumer Science
 17. Speech
 18. Computer Science
 19. School Nurse
 20. Pre-K – 2
 21. ELL Tutor
- F. No reduction in force shall take effect on other than the first day of a school year.
- G. Teachers who are on layoff shall for twenty (20) months after the effective day of layoff be placed on a recall list and shall be given absolute preference for any vacancy or new position that they are qualified to fill. During the recall period, teachers who have been laid off shall be given absolute preference on the substitute list if they so desire.
- H. Teachers who have been laid off shall, during their recall period, be notified in writing by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open positions in the system, which they may be qualified to fill. A copy of the recall notice from the Superintendent will also be sent to the WEA President.

1. Failure to accept an offer of employment or to respond to an offer within ten days of the receipt of the offer for any such suitable position shall terminate the teacher's recall rights. If there is more than one teacher with recall rights when an open position is to be filled, then the order of recall within disciplines shall be the reverse of the order of layoff.
 2. When a position within a particular discipline becomes available, and there is no one on the recall list who was laid off from said discipline, then a teacher on the recall list shall be given absolute preference for said position for which they are qualified.
 3. Teachers with recall rights shall be offered part-time positions, but refusal to accept a part-time position shall not affect recall rights. If the first teacher on the recall list accepts a part-time position, and subsequently a full-time position becomes available through expansion of the part-time position or otherwise, then he/she shall have the first right to the full-time position. If the part-time position is filled by any other teacher, and if the part-time position expands, said teacher may keep said expanded part-time position. But if a different full time position becomes available, then said position will be filled by the recall list.
- I. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule that is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers carry over only the accumulated sick leave and personal leave days that were credited to them at the time of their last day of teaching prior to being laid off.
 - J. The Superintendent shall make every effort to notify any teacher who is to be effected by a reduction in force by May 15, but in any event no later than June 15 of the school year preceding the school year in which the reduction is to be effected. If the budget is completed earlier than June 15, teachers will be notified in a timely manner.
 - K. By November 1 of each school year, the Superintendent shall publish the seniority list. The list shall be posted in each school in the staff room and a copy shall be sent to the Association President. If a teacher or the Association believes there is a mistake, s/he has sixty (60) days to file an objection with the Superintendent and the President of the Association. If the Superintendent and the President of the Association cannot resolve the objection, the matter shall be sent to expedite arbitration through the AAA.

ARTICLE 14
Teacher Assignment

- A. At least one week prior to the end of the instructional year, every teacher will be notified of his/her program for the following school year, including the school or schools to which he/she will be assigned, the grades, and/or subjects he/she will teach, any special or unusual classes he/she will have, and the approximate number of students to be assigned.

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

ARTICLE 15
Vacancies, Transfers and Promotions

- A. Whenever any vacancy in a professional position occurs or is known to be forthcoming, which vacancy is to be filled in any fashion, it will be publicized by the Superintendent by means of a vacancy notice which shall clearly set forth the qualifications for the position, its duties, the rate of compensation, the work year and other relevant criteria.
 - 1. If the vacancy that is to be filled in any fashion occurs or is anticipated during the school year, the vacancy notice will be placed prior to the end of the school year, on the ASSOCIATION bulletin board in every school within a reasonable period of time in advance of the appointment. In any case, the notice shall be posted for a minimum of seven (7) days prior to the deadline for application.
 - 2. If a vacancy occurs, which is to be filled in any fashion after the close of school in June, the vacancy notice will be mailed to the President of the ASSOCIATION and the building representative in each building as designated by the

ASSOCIATION at his/her summer address at least fifteen (15) days prior to the deadline for applications. If a vacancy occurs after August 15 because of a resignation or death, the notice time limit shall be adjusted to allow the Superintendent to make an appointment prior to the opening of school and in addition must be sent to all teachers who applied in writing for a transfer.

3. If a vacancy occurs within the school year and the Superintendent determines to fill the position for the balance of the school year, the position will be reopened and posted for the following school year. Such posting will occur by May 15.
 4. Should the COMMITTEE change any of the major qualifications, the principal duties, the rate of compensation, or the work year for any vacancy already posted, then the vacancy notice shall be re-posted pursuant to this Article. The COMMITTEE will notify the President of the ASSOCIATION of any changes in job qualifications for positions currently posted.
- B. All qualified teachers represented by the Association shall be given adequate opportunity to make application and shall be granted an interview for all vacancies in professional positions.
1. In filling non-promotional vacancies, all qualified teachers represented by the Association will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due consideration to:
 - the professional background and attainments of all applications
 - the length of time each has been in the school system
 - certification
 - evaluations
 - recommendations
 - experience

In filling such positions, if in the judgment of the Superintendent, the foregoing factors are substantially equal, a currently employed teacher shall be assigned to the position in preference to a new employee.
 2. In filling any promotional vacancy, qualified applicants represented by the ASSOCIATION (including those on layoff and within the recall period) shall be given equal consideration with all other applicants.
 3. Appointments will be made as soon as possible after the deadline for applications.
- C. Notification of summer appointments shall be made prior to May 15. Notification will be made administratively to those applicants who do not receive such appointments.
- D. The criteria established in Sections A and B of this Article shall apply to summer positions and Federal programs.

- E. The Association and the Committee recognize the need for an order of personnel decisions. Therefore, actions will adhere to a proscribed sequence.
1. RIF'd (reduction in force) personnel with rights under Article XII will be placed in positions prior to transfers, new hires and other personnel placements within the system.
 2. Subsequent to personnel actions required by Section 1 herein, personnel shall be placed in accordance with the provisions of Article XV, Section J. (formerly Section I): Special Provision for School Closing and/or Reduced Number of Positions in Schools.
 3. Subsequent to any personnel action(s) that occur under the provisions of Sections 1 and 2 herein, voluntary requests will then be honored.
- F. Although the COMMITTEE and the ASSOCIATION recognize that frequent transfer of teachers is disruptive to the educational process, they also recognize some transfers of teachers from one school to another are unavoidable, and in making teacher assignments, the interests and aspiration of teachers must be considered. Therefore, they are as follows:
1. A teacher may apply for a transfer to a specified or unspecified location or assignment at any time during the school year. In order that proper consideration be given to a transfer request, the teacher should make every effort to make such request by May 1.
 2. Teachers desiring a transfer will submit a written request to the Superintendent with a copy to the Principal stating the specific assignment or nature of assignment and school or schools preferred, if any. Such requests for transfer must be renewed each school year. All requests will be acknowledged promptly in writing.
 3. In filling non-promotional vacancies occurring within the professional staff of the school system, equal consideration shall be given to teachers voluntarily requesting transfers under this Article.
 4. If a teacher has been voluntarily transferred, then he/she may, upon request, be reassigned to his/her former position only if the vacancy exists.
- G. When involuntary transfers are necessary, a teacher will not be assigned to a position outside the scope of his/her teaching certificate and/or his/her major or minor field of study except by mutual consent.
1. Notice of proposed involuntary transfers will be given to the teacher or teachers involved as soon as possible.

2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent if such a meeting is requested by the teacher, at which meeting the teacher will be notified of the reasons for the transfer.
 3. No teacher shall be transferred involuntarily if there is/are request(s) for voluntary transfer(s) the granting of which would make the involuntary transfer(s) unnecessary, and the request(s) is/are from a teacher(s) who is/are in the judgment of the Superintendent equally suited for the position to be filled.
- H. A system-wide list of all open positions will be promptly made available to all teachers being transferred or requesting a transfer.
1. Each transfer applicant shall be notified in writing as soon as a decision concerning his/her application has been made.
- I. Appointment will be made without regard to race, creed, color, religion, nationality, sex, age, sexual orientation or marital status.
- J. SPECIAL PROVISION FOR SCHOOL CLOSING AND/OR REDUCED NUMBER OF POSITIONS IN SCHOOLS.

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

ARTICLE 16

Insurance and Annuity Plan

- A. In the event of any change in Town policy, the COMMITTEE will request the Selectmen to pay the maximum premium permitted by the Town policy of the cost of the following types of insurance coverage:
1. A life insurance plan of the type presently available to teachers.
 2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield (or the equivalent coverage) of the type presently available to teachers.

Effective September 1, 2010 the premium split for individual plans will change from 85% Employer and 15% Employee to 82% Employer and 18% Employee; the premium split for the family plan will change from 79% Employer and 21% Employee to 78% Employer and 22% Employee and from 71% Employer and 29% Employee to 72% Employer and 28% Employee.

Effective September 1, 2011 the premium split for individual plans will change from 82% Employer and 18% Employee to 79% Employer and 21% Employee; the premium split for the family plan will change from 78% Employer and 22% Employee to 77% Employer and 23% Employee and from 72% Employer and 28% Employee to 73% Employer and 27% Employee.

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

- B. In the event a teacher is on leave of absence in accordance with Article XI, Sections G and H for health reasons or leave of absence under Article X, the insurance benefits provided above shall continue for the duration of that leave, payments to be apportioned according to State statute.
 - 1. Payments of insurance premiums shall be made on the policies provided for in paragraph A above to provide insurance coverage for the full 12 month period commencing September 1 and ending August 31.
- C. Teachers will be eligible to participate in a "Tax Sheltered Annuity Plan" established pursuant to United States Public Law, No. 87-370 and pursuant to General Laws, Chapter 71-37B.

ARTICLE 17

Protection

- A. Principals and teachers shall be required to report in writing to the Superintendent of Schools any case of assault in connection with their employment. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the COMMITTEE. The Principal or immediate supervisor will promptly report the incident to proper law enforcement authorities.
 - 1. The alleged assault will be promptly investigated by the teacher's Principal and the Superintendent of Schools or his/her designee. The report of this investigation shall be forwarded to the COMMITTEE.
 - 2. In any such case, the COMMITTEE will render assistance to the teacher in

connection with handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include but not be limited to complying with any request within reason by the teacher for information in its possession relating to the incident or the person involved.

- B. The parties recognize that, as a result of Chapter 512 of the Acts of 1978, the concept of indemnification for teachers may need to be re-negotiated. Accordingly, the parties agree to meet, discuss, and, if necessary, to negotiate and upon agreement the Agreement shall be amended forthwith. In the interim, and to the extent permitted by law, there shall be no diminution of benefits to teachers from that in effect under Section XVII, B of the 1976-1978 Agreement between the COMMITTEE and the ASSOCIATION.
- C. The COMMITTEE shall grant personal injury leave to any teacher who is absent because of a personal injury, not due to his/her own negligence, received by him/her as the result of an assault or battery incurred during the course of his/her employment. The additional leave for personal injury, under this Article shall be equal in duration to the period of his/her absence as an injury leave as when added to the amount of any weekly Workmen's Compensation disability allowance actually received will result in the payment to him/her of his/her full salary, subject to any legal constraints, until such time as determination is made regarding the teacher's ability to return to his/her assignment.
- D. A joint study committee shall be formed to consider means of reimbursing a teacher if his/her car is damaged on school property while the teacher is performing his/her duties.
- E. A school nurse who acts in good faith to render emergency aid and/or the transportation of a person who has become incapacitated in a school building, on school grounds or on a field trip will not be subject to disciplinary action by the Committee for such aid.
- F. A joint committee to review language and procedures to address Threats, Harassment, Violence and Other Negative Actions against Teachers shall be created immediately upon ratification of the 2000-2001 Agreement. The Committee shall consist of six (6) representatives appointed by the Association and six (6) representatives appointed by the Committee. The joint study committee shall meet, if at all possible, to begin discussions before September 1, 2001. The WEA and the WSC considered recommendations and agreed to a policy as stated in Appendix F.

ARTICLE 18

Staffing

- A. The COMMITTEE and the ASSOCIATION agree that it is both desirable and important to bring the student and the teacher together in the best possible situation that will encourage and promote maximum learning. Subject to the provisions of this AGREEMENT, the COMMITTEE is responsible for determining to the provisions of this AGREEMENT, the COMMITTEE is responsible for determining class size and ratio of students to professional staff. It is further agreed that all formal instruction shall be performed by or under the direct supervision of teachers.

- B. Every effort will be made to meet a student-to-teacher ratio best suited to the individual grade level or discipline ... an average of sixteen students for family and consumer sciences, an average of twenty-two students for a teacher of primary (K-1) grades and an average of twenty-five students per class for a teacher of academic or elementary classes. In technology classes there will be no more students than student workstations available.

Secondary

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

Elementary

If a teacher's class size exceeds 24 for grades K-1 and 26 for grades 2-5, the principal and teacher will meet to discuss options for reducing the class size, including relief from non-teaching duties, additional preparation time and /or a teaching assistant.

- C. Every effort will be made not to exceed the following student total limits:
1. 125 students for the secondary teacher in academic areas.
 2. 250 students for secondary teachers in the non-academic areas, except physical education teachers.
 3. 250 students for each secondary counselor.
 4. 600 students for each elementary counselor.
 5. 265 students for each physical education teacher at the high school and 280 students at the middle school.
- D. The COMMITTEE and the ASSOCIATION agree that in order to maintain and improve the quality of education in Winchester, it may be necessary and desirable from time to time to vary from traditional structures and staffing patterns in certain schools or departments. However, both recognize that new or experimental programs must be planned and undertaken thoughtfully and cautiously. Each new staffing proposal must be presented to and approved by an ad hoc joint committee prior to its presentation to the Superintendent and the School Committee. The Committee will consist of three Winchester Education Association representatives and three School Committee representatives.
- E. Every effort will be made to distribute equitably among teachers at a grade level 1) students who have educational plans and 2) students who have behavioral problems but who are not on an educational plan, on the basis of the number of students and degree of severity.
- F. Given the current extended day kindergarten program, part time kindergarten teachers shall be compensated at 78% of their appropriate placement on the salary schedule. In addition to six parent conference days (three in the fall and three in the spring), kindergarten teachers will be required to stay until 4:15 p.m. on four days during the

school year, such days to be identified at the opening of school in September.

ARTICLE 19

Specialists

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

ARTICLE 20

Association Rights and Privileges

- A. Upon reasonable notice to the principal, the ASSOCIATION will have the right to use school buildings at reasonable times for meetings. If the meeting is held during those hours when a custodian is present or has regularly scheduled hours, there will be no charge for the use of the building.
- B. The ASSOCIATION will have the right to use the teachers' mail boxes for distribution of materials, unless the teacher objects.
- C. The COMMITTEE will send a copy of its agenda and appropriate supporting materials to the President of the Association as soon as possible prior to any public meeting of the Committee. A copy of the minutes of each meeting shall be sent to the President of the ASSOCIATION as soon as possible after the minutes are approved by the COMMITTEE.
- D. The Secretary of the ASSOCIATION will receive from the Superintendent of Schools the names of all new teachers as soon as possible after the opening of school.
- E. The Secretary of the ASSOCIATION will receive from the Superintendent of Schools a complete listing of all teachers as soon as possible after the opening of school.
- F. The President of the ASSOCIATION will have the right to address the teachers at the first general faculty meeting for the school system.
- G. Children of full-time teachers employed in the Winchester School System who reside outside of Winchester shall be allowed to attend the Winchester schools tuition free. As of September 1, 1986 staff members living outside of the Winchester School District may request the COMMITTEE to allow their child (children) to be enrolled in the Winchester Public schools, without cost, on a space available basis and so long as no additional staff is required as a result of the child's enrollment. It is understood that once enrolled a student will be allowed to continue in the Winchester system.
- H. Each teacher shall be provided with a copy of this Agreement. The COMMITTEE shall

be responsible for providing the ASSOCIATION with 3 official copies of the AGREEMENT. The cost of printing copies of this AGREEMENT shall be shared equally by the COMMITTEE and the ASSOCIATION. The ASSOCIATION shall be responsible for effecting the reproduction and distribution of an adequate number of copies to the teachers.

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

ARTICLE 21
Teacher Employment

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

his/her behalf.

C. Personnel File

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

ARTICLE 22
Evaluation

A. Evaluators

1. Each Principal shall be responsible for the observation and evaluation of all teachers assigned to his/her building. At the secondary level the appropriate Director or Coordinator shall be jointly responsible with the Principal. An Assistant Principal may assist in the observation and evaluation of such teachers as directed by the Principal.
2. Notwithstanding the provisions of paragraph A-1 above, all teachers who are (a) elementary school instructional specialists in art, music, or physical education, or (b) pupil service personnel working in the fields of speech therapy, social work, counseling, psychology, or special needs, or (c) librarians will be observed and evaluated by the Principals in whose schools they serve and may be observed and evaluated by the appropriate Director and/or Coordinator and/or other appropriate Administrator. Elementary school reading specialists shall be observed and evaluated by the Assistant Superintendent for Curriculum and Instruction and by the Principals in whose schools they serve.

B. Evaluation Criteria

1. Written observations and evaluations of teachers will be made on the basis of the published Winchester Performance Standards for Teachers. The same evaluation model will be used for all teachers. Each teacher will be provided with a copy of the Evaluation Model by September 30 of each year. The Evaluation Model will

change only at the beginning of the school year and only after negotiations and ratification by both parties.

2. The current memorandum of the administration on "Procedures for Supervision and Evaluation of Teachers" shall be made available in each building. In case of revisions in any of the above, each teacher shall be provided with a copy of such revisions before they go into effect. In each discipline, the same instrument shall be used for all teachers.

C. Classroom Observation

1. Non-Professional Status Teachers

- a. The classroom performance of every non-professional status teacher will be formally observed at least three times in each school year.
- b. Formal observations of all non-professional status teachers (first, second, and third year teachers) shall take place as follows: one between October 1 and November 15; one between November 16 and January 15; and one between January 16 and April 1. Formal observations shall be at intervals of at least one week.
- c. Each formal observation shall be made in person and shall last for at least twenty (20) minutes for the elementary classroom teacher and for at least thirty (30) minutes for all other teachers, unless it is otherwise agreed by the teacher and the observer.
- d. A written report shall be made by the observer with respect to each formal observation. Said report shall specify the length of the formal observation. In the case of unsatisfactory teacher performance, the formal observation report shall provide specific suggestions for improvement, where appropriate.
- e. Within ten (10) school days after each formal observation, the teacher and the observer shall confer to discuss the report at a time and place selected by the observer. At such conference the observer will explain any unsatisfactory rating to the teacher, and where appropriate, shall explain the suggestions for improvement.
- f. An annual written evaluation of the quality of each teacher's work performance will be prepared by his/her evaluator or evaluators and submitted to the Personnel Office. Prior to such submission, the teacher shall be given a copy of the evaluation and at that time shall sign and date the evaluation. There will be ten (10) school days for write-up of reports for non-PTS teachers following observations, provided, however, that the post-observation conference must be held within five (5) school days of

the observation. A second observation cannot be conducted until ten (10) school days have elapsed from the last write-up. The teacher's signature shall signify only that he/she has received such copy. Within twenty (20) days after receipt of the copy, the teacher may submit to the Personnel Office a written statement concerning the evaluation, which statement shall be attached to the evaluation.

2. Evaluation Format for Certain Non-Classroom Teachers

- a. Any professional status teacher in the following job categories: counselors, librarians, social worker, psychologist, and special education case managers and supervisors will follow the same evaluation cycle and timetable as classroom teachers. Non-professional status teachers in these categories will receive at least three (3) reports in accordance with the agreed upon timetables for non-professional status teachers. Receipt of each report will be followed by a conference with the supervisor. The reports and conferences will take place prior to the drafting of a final evaluation report. The comments on the observation report should indicate the occasions and/or dates that formed the basis for the report.
- b. Evaluation conferences for these teachers shall be conducted in accordance with the same rules as for all other teachers.

3. Professional Status Teacher Evaluation Cycle

- a. Professional Status Teachers are evaluated according to a four (4) year process. Year One (1) is Comprehensive, Year Two (2) Professional Growth Plan, Year Three, (3) Check-In Observation, and Year Four (4) Assess Professional Development Progress.
- b. See professional status teacher evaluation cycle grid in Appendix J

D. Evaluation Task Force

Review and revise the evaluation tool and process as per this 2006-2009 agreement to include the evaluation system as described in this document.

**Professional Status Teacher
Comprehensive Evaluation Year
Year 1**

- a. The classroom performance of every teacher at the comprehensive evaluation stage will be formally observed once in the school year. (See Appendix J)

- b. The formal observation will take place between October 1 and April 1.
- c. Each observation will be scheduled with the teacher and will be preceded by a pre-conference and followed by a post conference. The pre-conference will be held no less than one school day prior to the observation. Pre and post conferences will be held during the professional school day.
- d. Each formal observation will be made in person and will last for an entire lesson for the elementary teacher and a full class period for all other teachers.
- e. A written report will be made by the observer for each formal observation. This report will specify the length of the formal observation. In case of unsatisfactory teacher performance, the formal observation report will provide specific recommendations for improvement where appropriate.
- f. The post-conference will be held within ten (10) school days after the formal observation. The observer will present the teacher with his/her written observation at this time. The teacher and the observer will meet to discuss the written report in a conference scheduled within the professional school day at a time and place mutually agreed upon. In the event that a mutually agreed upon time cannot be found, the observer will provide the teacher with three alternate dates and times from which to choose. At such a conference the observer will explain any unsatisfactory issues of performance to the teacher and present recommendations for improvement.
- g. The signature of a teacher on any observation form only means that s/he has read the document and not that s/he agrees with the content in whole or part. If the teacher does not agree with the content in whole or part, s/he may attach a written statement addressing his/her areas of concern within fifteen (15) school days of receipt of the observation form. The statement will be attached to the observation form in the teacher's personnel file in the Central Office.
- h. No observations will take place on a day before or after a vacation or holiday.
- i. Prior to writing the comprehensive evaluation report, the supervisor will solicit from the teacher written information to be used by the supervisor in writing the professional responsibilities component of the comprehensive evaluation report.
- j. The signature of a teacher on the comprehensive evaluation report only means that s/he has read the comprehensive evaluation report and not that s/he agrees with the content in whole or part. If the teacher does not agree with the content in whole or part, s/he will attach a written statement addressing his/her areas of concern within twenty (20) school days of receipt of the comprehensive evaluation report. The statement will be attached to the comprehensive evaluation report in the teacher's personnel file in the Central Office.

Professional Status Teacher Evaluation Cycle
Professional Development/Peer Coaching Year: Year 2/Year 4

The parties to this document believe that all professional educators, and organizations can improve. The purpose of the professional development/peer coaching year is to support teacher efforts to strengthen some aspect of their teaching, classroom management, curriculum implementation or another area as defined in the Performance Standards of the Winchester Public Schools.

Year 2 is a year of teacher development and implementation of professional growth plan. Year 4 is a year that the teacher implements and assesses the Professional Growth Plan. The following information pertains to both the Professional Growth Plan and the Assessment of Professional Development Progress.

- a. From information contained in Year 1 of Appendix J, the supervisor and the teacher will jointly engage in conversation about the Professional Growth Plan developed by the teacher in Year 2.
- b. It is understood that the details of the Professional Development Plan must be completed by October 15 of Year 2 of the evaluation cycle.
- c. Year 2 and Year 4 Reports must be completed by May 30.
- d. During each of these years (Year 2 and Year 4) the teacher will participate in peer coaching, professional development, or some combination of the two.

Option: Peer Coaching

- a. Teachers and observers will be trained in peer coaching prior to implementation of the peer coaching model.
- b. The teacher will select his/her peer coach subject to the approval of the immediate supervisor.
- c. The purpose of the peer coaching experience is to provide a teacher with an opportunity to strengthen a component of his/her classroom instruction or classroom management by working closely with a teacher with these specific strengths.
- d. Coverage/substitutes will be provided to ensure time for peer observation. Joint preparation and feedback will take place during the professional day.
- e. Each peer coach/teacher will be observed three times in a school year in concert with the guidelines for professional status teachers. For teachers using a combination of peer coaching and professional development this number may be adjusted downward.

- f. The content of the peer observation and the feedback will remain with the two teachers engaged in the process. The content will be treated as confidential material between the two teachers and will not be used for assessment/evaluation of the teacher. The only written material documenting the experience will be the peer observation form.

Option: Professional Development

- a. The professional development plan will identify specific areas for professional growth or school improvement.
- b. In all cases, a teacher will have input into his/her professional development plan.
- c. In cases where the professional development plan was designed to address weaknesses identified in the Comprehensive Evaluation Report, the expectation is that improvement will be observable in subsequent years.

Option: Professional Development/Peer Coaching Combination

This option provides an opportunity for teachers to pursue a combination of peer coaching and professional development.

Check-In Observation: Year 3

The purpose of the Check-In Observation Year is to provide an opportunity for the teacher and supervisor to discuss on-going professional development of teacher, both in and outside of the classroom component of teaching and learning. The comprehensiveness characterized in the Comprehensive Evaluation Year is replaced by depth and intensity in Year 3 (See Appendix J).

- a. The focus of this year should flow from the Professional Growth Plan developed in Year 2. This year will provide the teacher with an opportunity to apply what was learned during the peer coaching/professional development year.
- b. One observation by a supervisor will be conducted according to description of such in the professional status teacher evaluation cycle for year 3. (See Appendix J.)
- c. A Year 3 Report will be completed by the supervisor no later than May 30.

Remark

In the event of extenuating circumstances, the Superintendent of Schools, at the request of the teacher, has the discretion to modify or suspend a teacher's participation in the evaluation process for one year.

Performance Standards for Winchester Public Schools

I. Currency in the Curriculum

- A. The teacher is up to date regarding curriculum content.
 - 1. Frames curriculum around essential questions in the discipline that provide opportunities for reasoning, logic, analysis and synthesis when planning units, lessons and assessments.
 - 2. Keeps current in the field and applies knowledge to the instructional program.
 - 3. Contributes to the ongoing evaluation of the curriculum.

II. Effective Planning and Assessment of Curriculum and Instruction

- A. The teacher plans instruction effectively.
 - 1. Has the personal vision that all students can learn.
 - 2. Implements short-term and long-term goals for curricular units that derive from unifying themes of fundamental importance to students' present and future lives.
 - 3. Identifies individual and group needs and plans appropriate strategies, including those that involve the use of up-to-date technologies, when available, to meet those needs.
 - 4. Frames curriculum around students' own prior knowledge and experience and identifies prerequisite skills, concepts and vocabulary that are important for students to know in order to be successful at a task.
 - 5. Collaborates with other teachers, school-based specialists, resource personnel, including technology specialists and administrators to design curricula or instructional modifications to meet the special learning needs of students and support all students to learn and apply a challenging curriculum.
 - 6. Designs curriculum experiences in which students take increasing responsibility for their own learning and engage in active learning experiences.
 - 7. Integrates the teaching of reading, listening, writing, speaking, viewing and the use of appropriate learning tools (computers, calculators, etc), when available, within the discipline.
- B. The teacher plans assessment of student learning effectively.
 - 1. Implements specific and challenging standards for student learning.
 - 2. Develops and uses authentic assessments which are congruent with student learning and which demonstrate his/her learning.
 - 3. Incorporates time for individual and interactive reflection including response journals, debriefings and group discussions.

- C. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials or assessments when appropriate.
 - 1. Regularly uses a variety of formal and informal assessments of students' achievement and progress for instructional revisions and decision-making.
 - 2. Implements evaluation procedures that appropriately assess the outcomes achieved.
 - 3. Maintains efficient records and communicates student progress to parents, students and staff members in a timely fashion using a range of information including portfolios, anecdotal records, test results and other related materials.
 - 4. Uses individual and group data appropriately, maintains confidentiality concerning individual student data and achievement.

III. Effective Management of Classroom Environment

- A. The teacher creates a positive environment that is conducive for student learning and involvement.
 - 1. Demonstrates an openness to student challenges about information and ideas.
 - 2. Uses classroom routines and time and space to promote optimal learning.
 - 3. Understands principles and patterns of child growth and development and uses this knowledge in working with students.
 - 4. Establishes classroom procedures that maintain high level of students' time on task and that ensure smooth transitions from one activity to another.
- B. The teacher maintains appropriate standards of behavior, mutual respect and safety.
 - 1. Maintains systematic approach to discipline by establishing and administering a consistent and fair set of rules that support and reinforce appropriate expectations.
 - 2. Maintains appropriate professional boundaries with students and displays respect for students and all others.
 - 3. Serves as a positive role model for students.
 - 4. Adheres to standard health and safety procedures.

IV. Effective Instruction

- A. The teacher demonstrates an understanding and practice of effective educational theory.
 - 1. Makes learning goals clear to students.
 - 2. Connects concepts taught to students' prior knowledge and experience.
 - 3. Monitors regularly students' understanding of content, concepts and skills.

4. Reviews, remediate or reteaches, to correct confusion or lack of understanding.
 5. Models appreciation for continuous learning by connecting learning to life.
 6. Respects multiple points of view, individual student needs and learning styles.
- B. The teacher uses appropriate instructional techniques.
1. Encourages exploratory and active learning in instructional practice and in maintenance of learning environment.
 2. Regularly integrates curricula and technology, when technology is available.
 3. Uses a variety of teaching strategies including, but not limited to, cooperative, peer and project based learning, discussions and inquiry, and lecture.
 4. Utilizes a variety of appropriate materials when available to reinforce and extend skills and to meet the needs of each learner.
 5. Causes students to become cognitively active in interpreting and summarizing important learning.
 6. Provides a variety of options for students to demonstrate competency and mastery of new material.
 7. Uses a variety of questioning techniques that stimulate critical and independent thinking and the development of ideas.
 8. Evaluates actual student outcomes and adjust instruction accordingly.

V. Promotion of high standards and expectations for student achievement.

- A. The teacher communicates learning goals and high standards and expectations to students.
1. Regularly provides learning outcomes and feedback to students on their progress.
 2. Communicates to students the guidelines regarding quality and quantity of students' work, work procedures and interpersonal behavior.
 3. Responds to students' work in order to challenge them to remain open, to be willing to take risks, to think critically and to persevere.
 4. Models skills, attitudes, values and processes central to the content area being taught.
- B. The teacher promotes confidence and perseverance in the student that stimulate increased student personal responsibility for achieving the goals of the curriculum.
1. Uses prompt feedback and student goal setting in order to increase student motivation and ownership of learning.

2. Develops and supports students' awareness of themselves as learners and their ability to overcome self-doubts associated with learning and take risks.
3. Provides incentive, interest and support for students to take responsibility to complete tasks successfully.
4. Encourages and supports belief that effort is a key component for high achievement.
5. Acknowledges and values student work, study and inquiry.
6. Regularly identifies students who need help and/or who are not meeting expectations and develops a plan to assist the student, where both teacher and student cooperate for success.
7. Recognizes and responds appropriately when a student is having social and/or emotional difficulties which interfere with learning and participation in class.

VI. Promotion of equity and appreciation of diversity.

- A. The teacher strives to ensure equitable opportunities for student learning.
 1. Provides opportunities to include all students in the full range of academic programs, activities and extracurricular activities.
 2. Address the needs of a diverse student population by applying constitutional and statutory laws, state regulations, Board of Education policies and guidelines and Winchester School Committee policies and guidelines.
- B. The teacher demonstrates appreciation for and sensitivity to diversity.
 1. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
 2. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body.
 3. Works effectively with multi-lingual, multi-cultural and economically diverse groups of students.

VII. Fulfillment of professional responsibilities.

- A. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.
 1. Keeps parents informed of student's progress and works with them, in appropriate ways, to aid in the total development of the student.
 2. Maintains professional boundaries with parents regarding school related issues.

- B. The teachers share responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.
 - 1. Implements the approved Winchester Public School curriculum.
 - 2. Maintains professional boundaries with colleagues.
 - 3. Works constructively with others to identify school problems and suggest possible solutions.
 - 4. Works collaboratively with other staff in planning and implementing interdisciplinary curriculum, instruction and other school programs and shares expertise and new ideas with colleagues.
 - 5. Participates in student or school activities to a reasonable degree.
 - 6. Cooperates with other teachers about students' overall workload.

- C. The teacher is a reflective and continuous learner.
 - 1. Reflects about and acts on what students need to know and be able to do and about what the teacher can do to foster learning.
 - 2. Uses available resources to analyze, expand and refine professional knowledge and skills; resources can include professional organizations, academic course work, school-based staff, administrative and community resources, and other colleagues.
 - 3. Participates in activities that demonstrate a commitment to the teaching profession.
 - 4. Seeks out information in order to grow and improve as a professional.
 - 5. Is receptive to suggestions for growth and improvement.

Directors' Evaluation

The Directors will participate in the same evaluation cycle as all teachers in the school system.

The Assistant Superintendent is responsible for the evaluation of curricular, supervisory, administrative, and leadership responsibilities of the Directors. The Assistant Superintendent will gather input from appropriate principals. The amount of time Directors have for supervisory, administrative, curricular and leadership responsibilities will be taken into account when that portion of their role is evaluated.

The appropriate principal or designee will evaluate the teaching portion of the Directors responsibilities. The appropriate principal will supervise and evaluate both the teaching and administrative responsibilities of the Athletic Director.

The Directors will have the option of being simultaneously evaluated on both the teaching and administrative responsibilities of their position or staggering the evaluation of one of the components by one year.

The Director of Guidance shall be observed and evaluated by the High School Principal or the Pupil Services Administrator.

Remark

In the event of extenuating circumstances, the Superintendent of Schools, at the request of the Director or Coordinator, has the discretion to modify or suspend a Director or Coordinator's participation in the evaluation process for one year.

I. EFFECTIVE INSTRUCTIONAL LEADERSHIP

The Director works with others to create learning environments that address the needs of the students.

- A. The Director facilitates the development of a shared mission and vision.
 - 1) Demonstrates an understanding of the importance of mission and vision based on the system's philosophy and develops a collaborative vision that provides direction for his/her staff in its efforts to support and implement the district's philosophy.
 - 2) Recognizes that student learning must be the focus of all school programs and activities.

- B. The Director encourages his/her staff to use a variety of strategies to assess student performance.
 - 1) Encourages his/her staff to view authentic learning and authentic assessment as linked.
 - 2) Supports the use of a variety of valid, reliable, and unbiased instruments to assess the achievement of learner goals.
 - 3) Involves his/her staff in cyclical, ongoing process of review that evaluates the goals, methods, and resources of programs, making modifications as needed.

- C. The Director applies current principles, practices, and research to encourage and model effective teaching.
 - 1) Demonstrates knowledge of the instructional process and teaching methodologies.
 - 2) Helps teachers develop inquiry-based teaching practices.
 - 3) Assists and inspires teachers to make significant changes in practice as changes are dictated in the field.

- D. The Director leads the renewal of curriculum and instructional programs.
 - 1) Assures that curriculum and its implementation reflect the principles of the states Common Core of Learning and Curriculum Frameworks.
 - 2) Encourages and assists staff to be knowledgeable in subject areas and to identify connections between disciplines.
 - 3) Assists staff in distinguishing between what is central and what is peripheral in the subject area when analyzing, planning, and supervising units, courses, and programs so that instruction time on central concepts, skills, and understanding are maximized.
 - 4) Uses a broad and current knowledge of instructional trends to involve staff in curriculum planning and program improvement, based on the vision, goals, and needs of school, district, and community.

- E. The Director promotes and models the use of instructional technologies available to his/her staff.
 - 1) Encourages the integration of the available use of video, computer, telecommunications, and other technologies into the curriculum.
 - 2) Allocates fiscal and human resources as available for incorporating technology in the instructional process, accessing information and resources through electronic networks, e.g. Internet, and improving communication (e.g., email, homework hotlines).
 - 3) Assists teachers in creating and communicating the students positive dispositions toward learning.

- F. The Director models high standards and positive expectations that all students can perform to the best of their abilities.
 - 1) Works with teachers to establish high standards and expectations for student work.
 - 2) Assists teachers in defining their expectations and communicating those expectations to students.
 - 3) Promotes activities that honor academic excellence.

- G. The Director works with teachers and other staff to supervise and evaluate their performance.
 - 1) Understands and communicates performance standards for teachers, using the Winchester Evaluation Instrument and Procedures and for other staff using their respective instrument and procedures.
 - 2) Communicates consistent expectations that all staff can meet standards and perform at high levels.
 - 3) Evaluates classroom instruction in terms of teacher objectives and student performance; encourages the improvement of teacher performance.
 - 4) Identifies commendable improvement in performance and areas for growth.
 - 5) Supports individuality of teacher approaches to classroom organization, management, and teaching styles.

- H. The Director supports ongoing professional development.
 - 1) Alerts his/her staff to opportunities for all staff to engage in professional development that enhances curriculum renewal, staff performance, and student learning.
 - 2) Involves staff in identifying professional development needs.
 - 3) Supports staff sense of self-worth, recognizes and encourages teacher initiatives; celebrates individual and collective achievements.

II. EFFECTIVE ORGANIZATIONAL LEADERSHIP

The Director creates a self-renewing organizational environment that consistently focuses on enabling all staff to function at high levels.

- A. The Director applies research and organizational leadership skills.
 - 1) Applies concepts of organizational behavior and organizational development in his/her daily work.

- 2) Understands the impact of his/he decisions on the staff and the rest of the educational community.
 - 3) Stimulates the development of new programs in areas where changing conditions or new professional insights encourage new approaches.
 - 4) Identifies opportunities to showcase the department's contributions.
- B. The Director uses communication skills that are clear, direct, and responsive.
- 1) Communicates the department's vision, goals, needs, and accomplishments to students, school personnel, families, and the community.
 - 2) Facilitates communication that yields results through teamwork, consensus and inquiry.
 - 3) Makes use of reliable and professional sources of data, information, and analysis, including the use of technologies as available, to understand relevant professional issues.
 - 4) Demonstrates understanding of a speaker's point of view, opinions, and ideas even if they are different, new, or oppositional.
 - 5) Presents ideas clearly and concisely in writing. Adapts form and language to the audience (e.g. staff, students, parents).
 - 6) Presents facts and ideas orally in individual and group situations; uses language that is clear, concise, and appropriate to the person or group.
 - 7) Presents facts and ideas clearly and concisely using technology as available and subsequent to system-sponsored training in the technology.
 - 8) Communicates so that language and nonverbal cues are consistent, not conflicting.
- C. The Director creates a positive, informed climate for collegial teaching and learning.
- 1) Applies theories of human development, adult learning, and motivation to professional situations.
 - 2) Encourages and provides an environment and culture where creativity, exchange of ideas, responsible risk-taking, and experimentation are shared, valued, and practiced.
 - 3) Supports a culture within the student body and staff that promotes learning.
 - 4) Fosters a school climate that gives a sense of well-being and safety.
 - 5) Inspires in others a desire for growth and development.
- D. The Director facilitates constructive change.
- 1) Uses approaches to organizational change, including processes for school-based management and school restructuring.
 - 2) Exhibits openness to new ideas from others.
 - 3) Demonstrates originality, sensitivity and site-based decision-making in developing policies and procedures.
 - 4) Is receptive to new ideas and change, yet understands the need for stability in schools and society.
- E. The Director plans for, models, encourages and uses collaboration and shared decision-making.
- 1) Develops, participates in, and maintains systems of shared decision-making with department and/or school colleagues and the larger school community.

- 2) Involves others in setting and accomplishing goals; recognizes when a group requires direction and uses appropriate intervention styles.
 - 3) Provides time and available resources for collaborative planning.
- F. The Director applies strategic planning techniques that foster systemic approaches.
- 1) Applies knowledge of human development, organizational development, pedagogy, school committee policy, personnel policies and the collective bargaining agreement to decision-making in the allocation of resources such as personnel, time, space, materials, and budget.
 - 2) Demonstrates the ability to develop and implement long and short-term plans for the department.
 - 3) Assesses current reality, considers implications of solutions, and acts in the best interest of staff and students.
 - 4) Makes use of reliable sources of data, information, and analysis to expand and deepen perspectives on goals, objectives, and planning needs.

III. EFFECTIVE ADMINISTRATION AND MANAGEMENT

The Director acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

- A. The Director carries out the personnel selection, supervision, evaluation, and management functions of his/her role.
- 1) Adheres to the system's principles and techniques of staffing, selection, orientation/induction, assignment, supervision, evaluation, motivation, and termination of personnel.
 - 2) Applies human resources knowledge and practices in personnel management and labor relations including conflict resolution, mediation and negotiation.
 - 3) Utilizes procedures for evaluating personnel using the Winchester Evaluation Instrument, negotiates supervision and evaluation practices, and due process procedures.
- B. The Director applies knowledge of policy formation and legal requirement within the scope of his/her responsibility.
- 1) Administers and manages in concert with municipal laws, regulations, policies and procedures.
 - 2) Adheres to the requirements of due process.
- C. The Director applies knowledge of fiscal management policy and practices within the scope of his/her responsibility.
- 1) Applies principles of financial planning, including analyzing and evaluating the financial resources for school or system operations and translating program needs into cost requirements.
 - 2) Employs sound fiscal management procedures, methods, and techniques to prepare, revise, and monitor the school or district budget.
 - 3) Applies techniques for resource allocation and asset management.

- D. The Director uses technologies as available upon completion or training, to administer his/her responsibility.
 - 1) Applies technology management tools as available, upon completion of training, (e.g. databases, spreadsheets) to analyze information (e.g., school finance, student and staff record-keeping, on-line school profiles) and make decisions.

IV. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

- A. The Director ensures equity for all staff and students and supports diversity in the school environment.
 - 1) Fosters the needs of diverse educational personnel and student populations by applying and adapting constitutional and statutory laws, state regulations, and Board of Education policies and guidelines.
 - 2) Demonstrates sensitivity to differences in abilities, opinions, models of contribution, and social and cultural backgrounds.
 - 3) Demonstrates an ability to function in a multi-lingual, multi-cultural and economically diverse society.

V. EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

The Director recognizes the role of the community in addressing the needs of students.

- A. The Director assesses the needs of parents and community members and involves them in decision-making.
 - 1) Creates an environment that encourages the involvement of parents, students, and community members.
 - 2) Engages parents, students, and community members in student learning.
- B. The Director encourages partnerships among staff, parents, business, and the community.
 - 1) Communicates and interacts with parents, community groups and related service agencies in culturally appropriate ways and involves them in education of students.
 - 2) Enlists volunteers to support instructional needs.
- C. The Director supports the vision, mission, programs, activities, and services of the school/district.
 - 1) Assists in communicating the school's vision, goals, needs, and accomplishments to students, school personnel, parents, and the community.
 - 2) Provides information to parents and the community when requested to do so.

VI. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The Director models professional behaviors that contribute to addressing the needs of students.

- A. The Director demonstrates enthusiasm for his/her own learning.

- 1) Demonstrates that life-long learning and professional development are necessary for self and others.
 - 2) Keeps abreast of current educational research and exemplary practices in area of expertise.
 - 3) Considers input from others as a basis for deciding to improve his/her practices and demonstrates a willingness to grow.
 - 4) Develops and implements a professional development for himself/herself plan based upon self and external evaluation.
- B. The Director demonstrates and promotes an atmosphere of respect for self and others.
- 1) Demonstrates tolerance for alternative perspectives and encourages contributions from groups that challenge traditional thinking.
 - 2) Demonstrates sensitivity to differences in teaching styles, modes of expression, and social and cultural backgrounds.
- C. The Director models ethical behavior.
- 1) Interacts with others in a professional manner consistent with his/her role.
 - 2) Accepts responsibility for his/her actions.

ARTICLE 23
Professional Development and Educational Improvement

A. Courses, Conferences, & Workshops

1. The Committee will pay tuition and fees each year for courses, conferences and workshops approved by the Superintendent of Schools. Reimbursement of tuition and fees shall be paid upon receipt of a transcript certifying satisfactory completion of the course(s). Reimbursement shall be limited to an aggregate coursework/conference/workshop maximum of nine hundred dollars (\$900.00) per unit member over the term of the Agreement.

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

The Director of Finance will report the balance of these funds every September, December, and March. Any residual funds may be dispersed to applicants for reimbursement. A joint committee shall be formed to determine how to allocate any excess funds.

2. The COMMITTEE will pay one-hundred percent of all costs including tuition and fees for courses required by the COMMITTEE or Superintendent of Schools. The COMMITTEE will pay full expenses for each day, during the regular school year, of a teacher's attendance at any workshop or seminar he/she is requested to attend by the COMMITTEE or Superintendent of Schools.
3. The COMMITTEE will pay full expenses plus per diem pay for each day of a

teacher's attendance at any workshop or seminar he/she is requested to attend by the COMMITTEE or the Superintendent of Schools, between the close of school in June and the opening of school in September.

4. A staff member who does not qualify for reimbursement in A. 1 above and who feels that he/she needs to take a course due to a curriculum change instituted by the system may petition the Superintendent for course approval and reimbursement. Any reimbursement for tuition and fees under this section is subject to the aggregate limit of nine hundred dollars (\$900) per unit member per year defined in Section A. 1. herein.
5. The Parties agree to portion the funds throughout the contract year with 30% available for fall courses, 30% available for spring courses and 40% for summer courses.

There shall be a joint labor management committee to establish appropriate guidelines that the parties can agree upon.

B. Salary credit will be given for successful completion of all in-service courses offered by the COMMITTEE.

1. Introduction to Winchester Curriculum is required of first year teachers in the system. In addition, the Committee may require a teacher to take a specific in-service course. Such course, however, shall be conducted in a convenient location and will be within the teacher's subject area. A dispute may be appealed to a review committee.

C. Internships

The ASSOCIATION and the COMMITTEE encourage members of the professional staff to perform within the school system required internships that are part of an educational program as long as the performance of the internship does not interfere with the staff member's duties and the appropriate principal(s) and the Superintendent of Schools have approved.

D. On-Site Professional Development

The administration shall provide on-site professional development opportunities for guidance counselors, psychologists, nurses, ELRMs and other non-classroom staff members.

ARTICLE 24
Conditions for Movement on the Salary Schedule

- A. Beginning the 2010-2011 school year all employees hired at the Bachelor level will not be placed beyond B+15. Those employees who are currently (as of 2010) at B+30, B+45 or B+60 will be grandfathered to be allowed to remain there.
1. Bachelors
 2. Bachelor +15
 3. Bachelors+30 or Masters
 4. Bachelors+45 or Masters+15
 5. Bachelors+60, Masters+30 or Certificate of Advanced Graduate Study (CAGS)
 6. Masters+45
 7. Masters+60
- B. Movement on the salary schedule may be accomplished by College or Winchester Course Work, Curriculum Development, or Workshops, Conferences and Institutes that require 15 hours of focused study on a specific content.
- C. For a column move to become effective, credits must be earned by August 31st and the paperwork submitted to the Assistant Superintendent's office by October 15th. All credits earned for movement to a new column must have been earned subsequent to the movement from the current column.
- D. Where the approval of the Superintendent or his/her designee is required, such approval shall not be unreasonably withheld.
- E. Beginning with the 2010-2011 school year a teacher who enters the Winchester Public School System shall have or shall receive his/her Masters degree by the end of his/her fifth year in Winchester in order to progress beyond Bachelors-15 salary column.
- F. Curriculum Work
1. This work includes development, revision, and improvement of the Winchester Public Schools Curriculum as specified in the Handbook of Curriculum Development and Implementation.
 2. The Superintendent of Schools or his/her designee must give prior approval of the curriculum project.
 3. The time required for completion of the curriculum document will be negotiated prior to project implementation.
 4. Curriculum work shall be paid at the rate of \$40/hour (forty dollars).
- G. The following options exist for earning credits toward advancement on the salary columns.

1. College Course Work
 - a. Graduate hours courses must be taken at an accredited institution.
 - b. Undergraduate courses which enhance a teacher's general knowledge and/or skills will also be allowed for credit, when the undergraduate course is beneficial to the professional growth of the teacher and contributes to the needs of the system: the teacher must receive a grade of B- or better in order to receive credit.
 - c. Teachers are encouraged to acquire additional areas of certification and shall receive salary credit for course work in those areas.
 - d. Conditions.
 - 1) Prior approval of the Superintendent or his/her designee, through the completion of the *Prior Approval of Course Form* is required (See Appendix I).
 - 2) All credits and degrees must be earned from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agency.
2. Winchester Courses will automatically qualify for credit at the ratio of fifteen (15) hours equals one (1) credit.
3. Workshops, Conferences and Institutes
 - a. Workshops, conferences and institutes offered in and outside of Winchester will be approved for credit at the rate of (1) credit for each fifteen (15) hours of class time (i.e. 15 PDPs) subject to the following conditions:
 - 1) Prior approval by the Superintendent or his/her designee through the completion of a *Prior Approval Course Form* (See Appendix H).
 - 2) Contributes to the professional growth of the teacher and the needs of the system.
 - 3) Must consist of 15 hours of focused study on a specific content.
 - 4) Credit will be awarded for work done outside of the regular school day.

ARTICLE 25
Academic Freedom

- A. Teachers will have the right to participate in any political activity or to run for public office providing such activities will not interfere with normal teaching duties.
- B. The responsibility for the determination of educational policy and curriculum content

rests with the COMMITTEE. The COMMITTEE recognizes the right of the teacher to interpret that policy and curriculum guidelines within reasonable constraints.

ARTICLE 26
Just Cause

A teacher shall not be suspended or terminated (which shall not include the non-renewal of contract for a teacher without professional teacher status) without just cause. Any teacher receiving a reprimand shall only be reprimanded for just cause.

To that end, the Association recognizes the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be reprimanded or disciplined, she/he shall have the right to Association representation present at such questioning or other form of hearing or exercise of authority to discipline or reprimand if she/he so states at the time. Refusal to allow her/him such representation shall constitute a grievance, which shall be dealt with starting at Level 2 of Article III of the Agreement.

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

- A. Typically, a reprimand is preceded by appropriate counseling and/or verbal warnings by the reprimanding principal or administrator.
- B. A reprimand of a teacher by his/her principal is deemed to be the end of discipline for the particular incident; that is, the teacher shall receive no additional discipline for the event leading to the reprimand.
- C. Stronger discipline may be applied to a teacher if there is a recurrence of a similar incident involving the same teacher.

ARTICLE 27
Committee Rights

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

ARTICLE 28
Procedures for Review of Extracurricular Activities

A. Committee Makeup

In order to equitably and responsibly administer the extracurricular activities in the secondary schools, an Extracurricular Activities Committee (EAC) is to be established in each secondary school. The composition of the committees will be as follows:

1. High School

Principal (Principal or his/her designee shall serve as Chair)
One Assistant Principal
Three teachers elected by the High School staff
One boy and one girl, either junior(s) or senior(s), elected by the Student Union

2. Middle School

Principal (Principal or his/her designee shall serve as Chair)
Assistant Principal
Three teachers elected by the Middle School staff

B. List of Activities

In each secondary school there will be Group I and Group II activities. Group I activities are those listed below. These activities constitute the central core of the program from one year to the next. Group II activities may vary from year to year, depending upon the needs of the program at each school at a given time.

Group I - High School

Aberjona	13 points
Curtain & Cue	15 points
Marching Band	17 points
Musical Production (Director)	7 points
National Honor Society	6 points
Red & Black	11 points
Student Union	9 points
Technical Stage Advisor	9 points

Group I - Middle School

A.V. Coordinator	10 points
Student Council	6 points
Technical Stage Advisor	4 points

C. Review Procedure for EAC

1. By May 15, each extracurricular advisor is expected to submit to the EAC in his/her building and the Superintendent, an end of-the-year report, which should carefully relate how well the program goals were met for the year. Additionally, advisors should include in these reports any recommendations for change in the activity for the next school year (this may include a request for an increase in the advisor's stipend).
2. The EAC in each school will carefully study these reports and any requests for new activities in determining the Group I advisor's stipends for the next school year as well as in deciding which Group II activities will be offered at what stipends. In making these decisions, each EAC will take into consideration such factors as the number of students involved in the activity, time spent, scope of activity, and training required of the extracurricular advisor.
3. If the EAC increases the stipend paid to an advisor in any one year, it may reduce that stipend paid in subsequent years to a lower level.
4. The EAC must staff all Group I activities. However, the EAC is not required to staff all activities in Group II.
5. Should any activity in Group II not be staffed in a future year, the money budgeted for that activity's stipend may be used by the EAC for new or other established activities.
6. If an EAC decides to award a stipend to an advisor for a new activity, prior approval must be obtained from the Superintendent of Schools and the President of the WEA.

D. Posting and Hiring Procedures

1. Once the EAC in each school has completed its review and has determined which extracurricular activities will take place for the next school year, the superintendent's office will post these positions, directing the candidates to apply to the Middle School or the High School Principal.
2. If there is more than one candidate for an extracurricular position, the EAC in that school will interview the candidates and decide which candidate is hired.
3. The posting and hiring procedures should begin as soon as the EAC review process is completed (this begins in May preceding the school year and the activities are to take place) and should be concluded by October 1.
4. The superintendent will present these recommendations to the Committee for approval.

E. Annual Report - Each EAC shall submit an annual report to the School Committee and

the WEA by November 1. This report will summarize the decisions made by the EAC during the review process and will include any recommendations for the future extracurricular activities program.

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

ARTICLE 29

Health and Safety

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

ARTICLE 30

Academic Advisory Council

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

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

recommendations within the confines of the collective bargaining agreement.

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

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

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

ARTICLE 31 **Middle School Preamble**

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

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

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

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

ARTICLE 32 **Curriculum Work**

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

ARTICLE 33 **Acceptable Use Policy**

- A. The staff shall have personal use of computer technology before and after the student day as well as any other time when a computer station is not needed by another staff member for his/her professional responsibilities.

- B. Staff members will work with the administration and the authorities where there is evidence of student misuse of computer technology.
- C. A teacher monitoring students using technology in his/her area shall not be held responsible for a student's violations of the WPS Acceptable Use Policy. If a teacher becomes aware of inappropriate behavior, she/he shall report it to the administration.
- D. The WSC shall take reasonable steps to ensure that computer technology shall be available in all buildings.

ARTICLE 34
Induction and Mentoring Program

- A. The WSC shall develop and maintain a comprehensive mentoring and induction program.
- B. The purpose of the Induction and Mentoring Program is to ensure that teachers new to the system receive guidance, information, support and training plans in accordance with MGL Chapter 71, Section 38G as they undertake their professional role and responsibilities.
- C. The Lead Mentors shall work with a committee of four (4) WEA representatives and four (4) School Committee representatives to develop an induction program that integrates with the existing mentoring program.
- D. No later than May of each school year, the administration shall post the position of mentor in each building. The posting shall include the anticipated number of mentors needed in each building and in each curriculum area.
- E. The sole purpose of the log is to maintain a record of meetings of the mentor and the protégé during the mentoring year.
- F. All communication between the mentor and the protégé is confidential.
- G. Any written materials (i.e. "Reflections") shall be returned to the protégé no later than at the end of the school year and shall only be used within the mentoring process.
- H. Time shall be provided at least once per quarter for the protégé to observe other classes or personnel within his/her professional certification.
- I. Compensation:

Lead Mentors:	\$2,463
Mentors:	30 PDPs <i>or</i> 2 salary schedule credits <i>or</i> \$1,219
- J. In addition, professional development points, with the value to be agreed upon by the WEA and the Superintendent, are to be issued for each workshop attended by the mentor

and/or protégé.

Term of Contract

This AGREEMENT shall be effective as of September 1, 2010 and shall remain in effect until August 31, 2013.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this ____ day of _____ of 2010.

School Committee of the
Town of Winchester

Winchester Education Association

Appendix A

Appendix A-1
Salary Guides

Increase the salary guides by 3.95% over the term of the contract as follows:

September 1, 2010 by .5%

September 1, 2011 by .7% and on the 91st school day by .8%

September 1, 2012 by .75% and on the 91st school day by 1.20%

Effective September 1, 2010 the Instructional Technology Specialists shall be placed on Salary Guide II at his/her 2009-2010 salary rate or the step closest above his/her 2009-2010 salary rate.

Effective September 1, 2010 licensed ELL teachers shall be placed on Salary Guide II on step 1 of either the B or M column depending on his/her degree status.

**WEA Salary Schedule Guide II
FY2011
Effective 9/1/2010 - 8/31/2011**

	BA	BA15	BA30 MA	BA45 MA15	BA60 MA30 CAGS	MA45	MA60 DR
1	38,536	41,359	44,327	46,424	48,517	51,194	53,869
2	39,908	42,925	45,940	48,037	50,132	52,809	55,485
3	41,423	44,499	47,570	49,669	51,765	54,441	57,116
4	42,940	46,277	49,612	51,714	53,810	56,484	59,161
5	44,462	48,051	51,637	53,740	55,838	58,514	61,189
6	46,360	50,018	53,672	55,776	57,874	60,551	63,228
7	48,258	51,985	55,706	57,812	59,911	62,588	65,264
8	50,167	53,949	57,745	59,853	61,955	64,630	67,306
9	52,071	56,130	60,189	62,299	64,400	67,076	69,752
10	53,961	58,292	62,627	64,737	66,841	69,516	72,193
11	56,250	60,859	65,472	67,583	69,691	72,366	75,042
12	58,526	63,428	68,322	70,436	72,544	75,220	77,897
13	58,877	63,808	70,365	72,544	75,109	77,786	80,461
14			70,787	72,979	77,355	80,113	82,868
15					77,819	80,593	83,366

Longevity	Years of Service	Amount
A	13-19	955
B	20-24	1,204
C	25+	1,452
Enhanced		3,000

WEA Salary Schedule Guide II

FY2012

Effective Day 1

	BA	BA15	BA30 MA	BA45 MA15	BA60 MA30 CAGS	MA45	MA60 DR
1	38,805	41,648	44,637	46,749	48,857	51,552	54,246
2	40,187	43,225	46,261	48,373	50,483	53,178	55,873
3	41,713	44,811	47,903	50,017	52,127	54,822	57,516
4	43,240	46,601	49,959	52,076	54,186	56,879	59,575
5	44,773	48,387	51,998	54,117	56,229	58,924	61,618
6	46,684	50,368	54,048	56,167	58,279	60,975	63,670
7	48,596	52,349	56,096	58,216	60,330	63,027	65,721
8	50,518	54,327	58,150	60,272	62,389	65,082	67,777
9	52,436	56,523	60,611	62,735	64,851	67,545	70,240
10	54,339	58,700	63,065	65,190	67,308	70,002	72,699
11	56,644	61,285	65,930	68,056	70,179	72,873	75,568
12	58,936	63,872	68,800	70,929	73,052	75,747	78,442
13	59,289	64,255	70,858	73,052	75,634	78,330	81,025
14			71,283	73,490	77,896	80,673	83,448
15					78,364	81,157	83,949

WEA Salary Schedule Guide II

FY2012

Effective Day 91

	BA	BA15	BA30 MA	BA45 MA15	BA60 MA30 CAGS	MA45	MA60 DR
1	39,116	41,981	44,994	47,123	49,248	51,964	54,680
2	40,508	43,571	46,631	48,760	50,887	53,604	56,320
3	42,047	45,169	48,286	50,417	52,544	55,261	57,976
4	43,586	46,974	50,359	52,493	54,620	57,334	60,052
5	45,132	48,775	52,414	54,549	56,678	59,395	62,111
6	47,058	50,771	54,480	56,616	58,745	61,463	64,180
7	48,985	52,767	56,545	58,682	60,813	63,531	66,246
8	50,922	54,762	58,615	60,754	62,888	65,603	68,319
9	52,855	56,975	61,096	63,237	65,370	68,086	70,802
10	54,774	59,170	63,569	65,712	67,847	70,562	73,280
11	57,097	61,775	66,457	68,601	70,740	73,456	76,172
12	59,407	64,383	69,351	71,497	73,636	76,353	79,069
13	59,763	64,769	71,424	73,636	76,240	78,957	81,673
14			71,853	74,078	78,520	81,319	84,116
15					78,991	81,806	84,621

Longevity	Years of Service	Amount
A	13-19	955
B	20-24	1,204
C	25+	1,452
Enhanced		3,000

**WEA Salary Schedule Guide II
FY2013**

Effective Day 1

	BA	BA15	BA30 MA	BA45 MA15	BA60 MA30 CAGS	MA45	MA60 DR
1	39,409	42,296	45,331	47,476	49,617	52,354	55,090
2	40,812	43,898	46,981	49,126	51,269	54,006	56,743
3	42,362	45,508	48,648	50,795	52,938	55,675	58,411
4	43,913	47,326	50,736	52,887	55,030	57,764	60,502
5	45,470	49,140	52,807	54,959	57,104	59,841	62,577
6	47,411	51,152	54,889	57,041	59,186	61,924	64,661
7	49,352	53,163	56,969	59,122	61,269	64,007	66,743
8	51,304	55,172	59,054	61,210	63,360	66,095	68,832
9	53,251	57,403	61,554	63,711	65,860	68,596	71,333
10	55,185	59,613	64,046	66,205	68,356	71,092	73,830
11	57,525	62,238	66,956	69,115	71,271	74,006	76,743
12	59,853	64,865	69,871	72,033	74,188	76,925	79,662
13	60,212	65,255	71,960	74,188	76,811	79,549	82,285
14			72,392	74,633	79,108	81,929	84,747
15					79,583	82,420	85,256

**WEA Salary Schedule Guide II
FY2013**

Effective Day 91

	BA	BA15	BA30 MA	BA45 MA15	BA60 MA30 CAGS	MA45	MA60 DR
1	39,882	42,804	45,875	48,046	50,213	52,982	55,751
2	41,302	44,424	47,545	49,715	51,884	54,654	57,424
3	42,870	46,054	49,232	51,405	53,573	56,343	59,112
4	44,440	47,894	51,345	53,521	55,690	58,458	61,228
5	46,016	49,730	53,441	55,618	57,789	60,559	63,327
6	47,979	51,766	55,547	57,725	59,896	62,667	65,437
7	49,944	53,801	57,653	59,832	62,004	64,775	67,544
8	51,919	55,834	59,763	61,944	64,120	66,888	69,658
9	53,890	58,091	62,293	64,476	66,651	69,419	72,189
10	55,847	60,329	64,815	66,999	69,176	71,945	74,716
11	58,215	62,985	67,759	69,945	72,126	74,895	77,664
12	60,571	65,644	70,709	72,898	75,079	77,848	80,618
13	60,934	66,038	72,824	75,079	77,733	80,504	83,273
14			73,261	75,529	80,058	82,912	85,764
15					80,538	83,409	86,279

Longevity

A

**Years of
Service**

13-19

Amount

955

B	20-24	1,204
C	25+	1,452
Enhanced		3,000

**WEA Salary Schedule Guide I
FY2011
Effective 9/1/2010 - 8/31/2011**

Step	BA	MA
1	28,935	30,264
2	29,735	31,435
3	30,536	32,606
4	31,352	33,777
5	32,152	34,949
6	32,935	36,122
7	33,736	37,294
8	34,536	38,464
9	35,335	39,636
10	36,136	40,809
11	36,935	41,979
12	37,736	43,151

**WEA Salary Schedule Guide I
FY2012
Effective Day 1**

Step	BA	MA
1	29,137	30,475
2	29,943	31,655
3	30,750	32,834
4	31,571	34,013
5	32,377	35,194
6	33,165	36,375
7	33,972	37,555
8	34,778	38,734
9	35,582	39,914
10	36,389	41,095
11	37,193	42,273
12	38,000	43,453

**WEA Salary Schedule Guide I
FY2012
Effective Day 91**

Step	BA	MA
1	29,371	30,719
2	30,183	31,909
3	30,996	33,097
4	31,824	34,286
5	32,636	35,475
6	33,431	36,666
7	34,244	37,855
8	35,056	39,043
9	35,867	40,233
10	36,680	41,423
11	37,491	42,611
12	38,304	43,800

**WEA Salary Schedule Guide I
FY2013
Effective Day 1**

Step	BA	MA
1	29,591	30,950
2	30,409	32,148
3	31,228	33,345
4	32,063	34,543
5	32,881	35,741
6	33,681	36,941
7	34,501	38,139
8	35,319	39,336
9	36,136	40,535
10	36,955	41,734
11	37,772	42,930
12	38,591	44,129

**WEA Salary Schedule Guide I
FY2013
Effective Day 91**

Step	BA	MA
1	29,946	31,321
2	30,774	32,534
3	31,603	33,746
4	32,447	34,957
5	33,275	36,170
6	34,086	37,384
7	34,915	38,597
8	35,743	39,808
9	36,569	41,021
10	37,398	42,235
11	38,225	43,446
12	39,054	44,658

Appendix A-2
Salary Guide Placement

Salary Guide I placement is for Elementary Library Resource Managers and Special Education Instructors.

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

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

Appendix A-3
Position Ratios

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

	10-11	11-12	12-13
Category A - Directors - English, Math, Science, Art, Music Social Studies, Foreign Language, Health, Physical Education, FaCS, and Secondary Special Education Supervisor	\$5428	\$5428	\$5428
Category B - Guidance	\$4521	\$4521	\$4521
Category C - Media Services	\$4781	\$4781	\$4781

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

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

Position Ratios and Stipends

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

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

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

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

Weeks of additional work, or days thereof, may be worked at time other than during the

summer if the Director so requests and the Superintendent approves this request.

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

	10-11	11-12	12-13
Middle School Team Leaders/Dept. Leaders	\$2802	\$2802	\$2802
Nurse Leader	\$2802	\$2802	\$2802

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

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

Middle School A-V Coordinator	\$3046	\$3046	\$3046
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B. Special Education Case Managers

- a. Elementary Special Education Case Manager shall work an additional six (6) days in the summer at their per diem rate.
- b. Secondary Special Education Supervisor shall work an additional six (6) days in the summer at their per diem rate. Stipend is same as Category A.

C. Position Ratios and Stipends

- 1. For work in addition to the 39 weeks of the contract year, each teacher shall be compensated at the rate of \$40.00 per hour.
- 2. The Directors of English, Mathematics, Science, Social Studies, and Foreign Languages will be guaranteed, in the aggregate, twenty (20) days of work in addition to the 39-week contract year. An additional ten (10) days in the aggregate may be assigned at the discretion of the Superintendent. The Directors of Art and Music will work two weeks in addition to the 39-week contract year.
- 3. For the purpose of application of the ratios in this Appendix A, the term 39-week contract year shall mean those weeks in which school is scheduled to be in session at least one day.
- 4. A \$500 annual stipend will be available for each elementary school to be paid to a staff member who will be responsible for relieving teachers from bus duty if relief is required. The COMMITTEE reserves the right to engage the services of a

non-unit member for this assignment should no unit member take advantage of the stipend.

5. Longevity payments will be made to all eligible bargaining unit members in the following manner unless a member has opted for Winchester Enhanced Longevity as referenced in Article IV section K.

	10-11	11-12	12-13
13-19 yrs. service	\$ 955	\$ 955	\$ 955
20-24 yrs service	\$1204	\$1204	\$1204
25+ yrs. service	\$1452	\$1452	\$1452

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

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

APPENDIX B
Extracurricular Stipends

List of Activities

In each secondary school there will be Group I and Group II activities. The activities are those listed below. These activities may vary from year to year, depending upon the needs of the program at each school at a given time.

Appendix C-1
Coaching and Other Athletic Stipends

<u>Coaches 2010-2013</u>	<u>Ratio</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Baseball Head-Men	0.50	3,784	4,400	5,169
Baseball Asst-Men	0.30	2,270	2,639	3,100
Basketball Head-Men	0.60	4,543	5,279	6,202
Basketball Head-Women	0.60	4,543	5,279	6,202
Basketball Asst-Men	0.40	3,027	3,520	4,135
Basketball Asst-Women	0.40	3,027	3,520	4,135
Cross Country-Men/Women	0.30	2,270	2,639	3,100
Cross Country Asst-Men/Women	0.25	1,892	2,200	2,584
Field Hockey Head-Women	0.50	3,784	4,400	5,169
Field Hockey Asst-Women	0.30	2,270	2,639	3,100
Football Head-Men	1.00	7,570	8,798	10,337
Football Asst-Men	0.50	3,784	4,400	5,169
Golf	0.30	2,270	2,639	3,100
Gymnastics-Men	0.50	3,784	4,400	5,169
Gymnastics-Women	0.50	3,784	4,400	5,169
Hockey Head-Men	0.60	4,543	5,279	6,202
Hockey Asst-Men	0.40	3,027	3,520	4,135
Hockey Head-Women	0.60	4,543	5,279	6,202
Hockey Asst-Women	0.40	3,027	3,520	4,135
Lacrosse Head-Men	0.50	3,784	4,400	5,169
Lacrosse Asst-Men	0.30	2,270	2,639	3,100
Lacrosse Head-Women	0.50	3,784	4,400	5,169
Lacrosse Asst-Women	0.30	2,270	2,639	3,100
Sailing	0.30	2,270	2,639	3,100
Soccer Head-Men	0.50	3,784	4,400	5,169
Soccer Asst-Men	0.30	2,270	2,639	3,100
Soccer Head-Women	0.50	3,784	4,400	5,169
Soccer Asst-Women	0.30	2,270	2,639	3,100
Softball Head-Women	0.50	3,784	4,400	5,169
Softball Asst-Women	0.30	2,270	2,639	3,100
Swim Team-Men	0.30	2,270	2,639	3,100
Swim Team-Women	0.30	2,270	2,639	3,100
Tennis-Men	0.30	2,270	2,639	3,100
Tennis-Women	0.30	2,270	2,639	3,100
Track Indoor Head-Men	0.50	3,784	4,400	5,169
Track Indoor Asst-Men	0.30	2,270	2,639	3,100
Track Indoor Head-Women	0.50	3,784	4,400	5,169
Track Indoor Asst-Women	0.30	2,270	2,639	3,100

Track Spring Head-Men	0.50	3,784	4,400	5,169
Track Spring Asst-Men	0.30	2,270	2,639	3,100
Track Spring Head-Women	0.50	3,784	4,400	5,169
Track Spring Asst-Women	0.30	2,270	2,639	3,100
Trainer per season	0.00	4,213	4,213	4,213
Wrestling Head-Men	0.50	3,784	4,400	5,169
Wrestling Asst-Men	0.30	2,270	2,639	3,100
Freshman Football-Men	0.50	3,784	4,400	5,169
Freshman Soccer-Men	0.30	2,270	2,639	3,100
Freshman Soccer-Women	0.30	2,270	2,639	3,100
Freshman Baseball-Men	0.30	2,270	2,639	3,100
Freshman Hockey-Men	0.40	3,027	3,520	4,135
Freshman Basketball-Men	0.40	3,027	3,520	4,135
Freshman Basketball-Women	0.40	3,027	3,520	4,135
Freshman Field Hockey-Women	0.30	2,270	2,639	3,100
Freshman Softball-Women	0.30	2,270	2,639	3,100
Freshman Lacrosse-Men	0.30	2,270	2,639	3,100
Freshman Wrestling-Men	0.30	2,270	2,639	3,100
Cheerleaders				2,791
Tumblettes				1,422
Faculty Ticket Manager				2,482

C-2
Peer Mediation

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

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

Appendix D
Special Needs Instructors

Special Needs Instructors are appointed annually by the Superintendent.

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

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

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

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

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

APPENDIX E
Summary of Your Rights Under The Family and Medical Leave Act of 1993

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

Reasons for Taking Leave

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

- To care for the employee’s child after birth, placement for adoption or foster care.

- To care for the employee's spouse, son or daughter, parent, who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the employee's job.

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

Advance Notice and Medical Certification

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

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

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

Job Benefits and Protection

For the duration of the FMLA leave, the employer must maintain the employee's health coverage under any "group health plan".

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

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

Unlawful Acts of Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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

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

Definition of Harassment

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

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

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

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

Procedures for Reporting Harassment

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

Student

Level One

Sexual harassment

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

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

Other Types of Harassment

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

Level Two

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

Level Three

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

Staff

Level One

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

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

Level Two

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

Hearing Before the Superintendent

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

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

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

The superintendent will:

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

Decision of the Superintendent

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

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

Consequences of the Decision

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

Student

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

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

Staff

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

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

Prevention

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

APPENDIX G **WINCHESTER PUBLIC SCHOOLS** **MISSION**

The mission of the Winchester Public Schools is to educate students in the values, critical skills and essential knowledge necessary to be informed and responsible citizens prepared to take the steps in their education, careers, and lives in a diverse society.

VISION

All Winchester Public schools' students excel in a dynamic learning community dedicated to the highest educational standards.

VALUES

- We treat each member of the educational community with courtesy, dignity and respect.
- We believe all students can learn.
- We believe that we can learn from our students.
- We believe that each member of the educational community is responsible for his/her actions.

- We believe honesty and trust are essential for a healthy school climate.
- We believe collegiality, collaboration and cooperation are critical elements for successful teaching and learning.
- We support and promote lifelong learning.
- We believe change is a positive force and vital to progress.
- We believe self-discipline; personal responsibility and perseverance are fundamental to a positive work ethic and successful school experience.
- We recognize, value and appreciate individual differences.
- We believe optional learning occurs when a partnership exists among school, home and community.

STRATEGIC GOALS

District/School Priority Goals: Item Numbers are in bold.

GOAL 1: Communication

To develop a comprehensive communication network which provides information and facilitates dialogue between and among the school administration, parents, students, staff and the greater community.

- 1.1** Communicate expectations to parents and students clearly and regularly.
- 1.2** Maintain regular communication with parents, students and community regarding classroom activities and highlights from learning.
- 1.3** Maintain continuous communication with appropriate administrators.
- 1.4** Maintain open communication with all segments of the community.
- 1.5** Promote ongoing communication with parents regarding system goals, objectives and achievement.

GOAL 2: Curriculum, Instruction, and Assessment

To implement a consistent, well-articulated curriculum, which includes a published scope and sequence, student outcomes and a continuous renewal process; employ a variety of instructional strategies and assessment tools to meet the needs of all learners; and maintain an assessment system that provides opportunities for self, peer and teacher evaluation.

Curriculum

- 2.1** Provide opportunities for students to develop career awareness.
- 2.2** Provide opportunities for developing skills in critical and creative thinking, problem solving and decision-making.
- 2.3** Provide and maintain an instructional program in the liberal and practical arts, sciences and life skills.
- 2.4** Provide healthy opportunities for students to learn the impact of alcohol/substance abuse on their lives inside and outside of school.
- 2.5** Provide opportunities for service to others in school and the community.

Instruction

- Update knowledge and application of “best instructional practices” as an ongoing process.
- Provide developmentally appropriate instruction for all students.
- Provide tools and strategies that teach students how to learn.
- Provide opportunities for service to others in school and the community.
- Provide the best educational experiences for each child/student through individual and collaborative approaches.
- Motivate and engage all students in learning.
- Integrate the use of technology into the curriculum.

Assessment

- Develop and maintain an assessment system that provides opportunities for self, peer and teacher evaluation.

GOAL 3: Community Building

To improve the manner in which students, staff, administration and parents address differences among all people in the public schools and to develop a set of beliefs which incorporates a code of behavior for all students in the schools.

- 3.1** Develop a vision and implementation plan to foster a climate, which supports diversity and embraces multiculturalism within the school community.
- 3.2** Model, teach and expect self-control and self-respectful behavior.
- 3.3** Provide a safe, nurturing environment, which enhances self-confidence, responsibility, and working with others.
- 3.4** Participate actively in collegial activities, which advance creativity, problem solving and teamwork.
- 3.5** Self-assess and reflect regarding role within the educational “team”.

GOAL 4: Facilities

To improve and maintain schools, which are safe educationally, appropriate environments.

- 4.1** Provide a secure, well-maintained, inviting physical environment for learning.
- 4.2** Keep all facilities open and accessible for community use.

GOAL 5: Leadership

To develop and provide leadership that challenges, directs, encourages, and supports growth and excellence in the school system at every level.

- 5.1** Expect/demand continuous renewal.

- 5.2 Maintain a plan for curriculum review with a cyclical process of revision and implementation of curriculum.
- 5.3 Continue to support training for, and implementation of, the peer coaching program.
- 5.4 Continue to support training for, and implementation of, the mentoring program.

GOAL 6: Professional Development

To assess, align and reorganize all professional development in order to focus all staff on building skills and expertise according to the school system priorities identified in the plan.

- 6.1 Maintain regular and continuous contracts with colleagues/universities, work world in order to keep abreast of societal expectations.
- 6.2 Engage in continuous planned professional development.
- 6.3 Self-evaluate and reflect for continuous classroom and professional improvement.
- 6.4 Create and maintain an ongoing professional development plan.

GOAL 7: Community Engagement

- 7.1 Keep all facilities open and accessible for community use.
- 7.2 Promote opportunities of community involvement in the school program and for student involvement in the community.
- 7.3 Be proactive with the community in terms of programs, improvements and problems.
- 7.4 To encourage community recognition of faculty and staff excellence.
- 7.5 To maintain school/business/higher education partnerships.
- 7.6 Communicate and cooperate with town boards and committees.
- 7.7 Promote opportunities for community involvement in the school program and for student involvement in the community.

APPENDIX H
Prior Approval of a Non-College Course or a Non-Winchester Workshop/
Institute/Program

Pursuant to the Collective Bargaining Agreement (Article _ Section H.4.) between the WEA and the WSC, prior approval is required in order to receive credit toward advancement on the salary schedule.

The notice/flyer (or Xerox copy thereof) of the non-college course or non-Winchester workshop/institute/ program must be attached to this application. This description shall include meeting days, meeting times and hours, and a statement of the type and amount of credit to be issued.

Requested by: _____ Position: _____
School/Location: _____ Subject/Grade: _____
Title: _____
Provider/Sponsor: _____
Number of PDPs: _____

Does this course/ workshop/ institute/ program make you eligible for a change on the salary schedule? Yes: _____ No: _____

Teacher's Signature: _____ Date: _____

Approved by: Superintendent: _____ or Assistant Superintendent _____

Date of Approval: _____

Optional:

Teacher's Comments: _____

Optional:

Superintendent's/ Assistant Superintendent's Comments:

Instructions

Upon completion of the course/workshop/institute/program, please submit the following to the Office of the Assistant Superintendent:

A copy of the PDP Record/Form or other documentation of completion of the course, workshop, institute or program.

Appendix I
Prior Approval of Course
 Winchester Public Schools
Office of the Assistant Superintendent

Pursuant to the Collective Bargaining Agreement between the WEA and the WSC, prior approval is required for courses for which tuition reimbursement and/or credit toward advancement on the salary schedule is requested.

Procedures for applying for course approval are as follows:

- Complete this application in its entirety.

NAME:	SCHOOL:	POSITION <small>(TEACHER OR TA):</small>	SUBJECT/GRADE:
TITLE OF COURSE:		COLLEGE/UNIVERSITY:	NUMBER OF CREDITS:
DATES AND TIMES COURSE MEETS:		AMOUNT OF REIMBURSEMENT REQUESTED*	
Will you move on the salary scale after completing this course? <small>(Please write "yes" or "no")</small>			
TEACHER'S COMMENTS (OPTIONAL):			
_____		_____	
Teacher's Signature		Date	
ASSISTANT SUPERINTENDENT'S COMMENTS (OPTIONAL):			
_____		_____	
Assistant Superintendent's Signature		Date	

- Attach a copy of the course description or syllabus to this application.
- Hand-deliver this completed application to the office of the assistant superintendent.
- Sign the Course Approval Register in the office of the assistant superintendent.*

*The Collective Bargaining Agreement between the WEA and the WSC provides for reimbursement of tuition and fees for attendance at courses, workshops, and conferences, not to exceed nine hundred dollars (\$900) per unit member per term of this contract, subject to a

district-wide cap of \$80,000 per contract year. Funds are disbursed on a first-reserved, first-served basis as determined by the order listed in the Tuition Reimbursement Register, which all teachers must sign when requesting reimbursement. Teachers requesting reimbursement after the \$60,000 cap has been reached will be placed on a waiting list for funds and will be reimbursed to the extent funds become available.

.....

- In order to be reimbursed, teachers must submit:**
- (1) a canceled check or credit card receipt,**
 - (2) a transcript/grade report,**
 - (3) a copy of this signed Prior Approval of Course Form.**

Appendix J
Task Force Committees to be established as per this Agreement, 2003-2006

The following Task Force Committees will continue and incorporate ongoing work on the following:

- **Evaluation System** to be reviewed and revised with goals to streamline the process and have it serve as a positive and informative professional experience for the teacher being evaluated. (Article XXII Section D)
 - See Professional Status Teacher Evaluation Cycle Grid, page 93Work to be continued includes:
 - Streamline standards of evaluation for teachers: Shorten, make all available for each observation
 - Develop appropriate evaluation standards and methodologies for support staff
 - Special education, guidance counselors, school psychologists, social workers, school nurse, etc.
 - Develop appropriate evaluation standards and methodologies for Directors and Special Education Supervisors
 - Evaluation System for Pre-Professional Status Teachers

- **Job Description Task Force** to revise and update all job descriptions of employees in this bargaining unit. (Article V Section N)
 - See Teacher Job Description, page 94 and Teacher Job Description Template, page 95

- The **Assignment of Non-Teaching Duties** to be reviewed and implemented by January 2004 to be consistent with the terms of this contract. (Article VIII Section H)

- **Student Recommendation Policy** Task Force to review and revise the process of the selection of teachers to write recommendations to make it more equitable and manageable for all teachers and continue to best serve the student. (Article V Section

4-Year Evaluation System
For Professional Status Teachers**

Year of Cycle	Year 1	Year 2	Year 3	Year 4
<u>Cycle Type</u>	Comprehensive	Professional Growth Plan	Check-In Observation	Assess PD Progress
Description	Supervisor conducts one observation*	Teacher develops and implements professional growth plan*	Supervisor conducts one observation*	Teacher implements and assesses professional growth plan*
Overview	<u>Full Written Documentation</u> <ul style="list-style-type: none"> o Pre- and post-conference dates o Fully articulated observation o Summative Report 	<u>Professional Growth Plan</u> Developed by teacher in conversation with supervisor regarding development of teaching skills, experiences, etc.	Short Written Documentation: <ul style="list-style-type: none"> o Pre- and post-conference dates o Abbreviated articulation of observation o Checklist-Performance Standards o 	<u>Professional Growth Plan</u> Reflection by teacher in conversation with supervisor regarding development of teaching skills, professional growth experiences, etc.
Process	Supervisor and teacher mutually agree on all dates pertaining to observation process.	Check-in informally during course of year; see if supervisor can provide any support for plan	Document observation using simplified form including all dates pertaining to process.	Assess professional growth experience. Discuss future PD plans of teacher.
Goals	Opportunity for supervisor to provide feedback to teacher on standards-based instruction observed.	Encourage collaboration, peer coaching, curriculum study teams, peer 5-minute observation model, other	Opportunity for teacher and supervisor to discuss on-going PD of teacher, both in and outside of the classroom	Encourage collaboration, peer coaching, curriculum study teams, peer 5-minute observation model, other
Documentation Timeline Format	Observation shall take place between October 1- April 1 Full documentation within 10 school days of observation, during post-conference.	Professional growth plan completed by October 15. Report completed by May 30.	Observation shall take place between October 1- April 1 Short documentation Due by May 30.	Professional growth plan completed by October 15. Report completed by May 30.

*Additional observations may be conducted, as needed.

**Observation and Assessment based on Teacher Performance Standards outlined in contract.

Winchester Public Schools
Teacher Job Description

Title: Classroom Teacher

WEA Unit: Teacher

Summary of Job Classification:

- Responsible to building principal
- Plans Curriculum and Instruction that provides learning experiences for students. Uses the MA frameworks and the “Winchester Outcomes/Expectations” to plan curriculum.
- Provides an environment and opportunities for all students to be successful (intellectual, social, emotional, physical).
- Uses formal and informal assessments to monitor, evaluate and develop instructional plans and materials to meet the needs of all students.
- Uses excellent communication skills

Knowledge, Abilities, and Skills:

- Knowledge of MA frameworks and “Winchester Outcomes/Expectations”
- Ability to deliver effective instruction
- Ability to work and communicate with school staff, parents, students and administration

Education, Training and Experience:

- Bachelor’s Degree
- Masters (M.Ed) within five (5) years of hire from an accredited college or university

Certification and License Requirements:

- MA certification in appropriate field of education

Responsibilities:

- Maintains Currency in the Curriculum
- Plans and Delivers Effective Curriculum and Instruction
- Effective Classroom Management
- Promotes High Standards and Expectations when conducting the lesson, and evaluating student learning
- Communicates effectively with students, parents and staff
- Promotes equity and appreciation of diversity

Date Revised

**Winchester Public Schools
Job Description Template**

Title: Classroom Teacher

Bargaining Unit: WEA Unit A

Supervisor/s:

Summary of Job Classification:

Knowledge, Abilities, and Skills:

Education, Training, and Experience:

Certification and License Requirements:

Specific Duties/Responsibilities:

