

**AN AGREEMENT**  
between the  
**WINTHROP SCHOOL COMMITTEE**  
and the  
**WINTHROP TEACHERS' ASSOCIATION**  
(Teachers' Unit)

Winthrop, Massachusetts  
September 1, 2018 – August 31, 2019

**TABLE OF CONTENTS**

ARTICLE		PAGE
	AGREEMENT AND PREAMBLE	4
1	RECOGNITION	4
2	NO DISCRIMINATION	6
3	CHECK-OFF—AUTHORIZATION	6
4	PROFESSIONAL CONSULTATIONS	7
5	RIGHTS OF THE COMMITTEE	7
6	GRIEVANCES	8
7	ARBITRATION	11
8	CONTINUITY OF EMPLOYMENT	12
9	TEACHERS' DUTIES	12
10	TRANSFERS AND VACANCIES	13
11	TEACHER ASSIGNMENT	15
12	TEACHER EVALUATION	17
13	ASSOCIATION ACTIVITY ON SCHOOL PROPERTY	18
14	COMPENSATION	19
15	SCHOOL CALENDAR AND PROFESSIONAL RESPONSIBILITIES	25
16	INSURANCE BENEFITS	27
17	SICK LEAVE	28
18	SICK LEAVE BANK	29
19	SABBATICAL LEAVE	31
20	MILITARY LEAVE	32
21	PEACE CORPS	32
22	PERSONAL LEAVE	33
23	FAMILY MEDICAL LEAVE/PARENTAL LEAVE	34
24	EDUCATIONAL LEAVE	37
25	DELEGATES LEAVE	37
26	BEREAVEMENT LEAVE	37
27	LEAVE OF ABSENCE	38
28	JURY DUTY	38

29	SEPARABILITY AND SAVINGS	38
30	SENIORITY—LAYOFF	39
31	CHAPTER 766	44
32	AGENCY SERVICE FEE	45
33	SMALL NECESSITIES LEAVE ACT	45
34	HEALTH AND SAFETY	46
35	DURATION	46
	SIDE LETTER OF AGREEMENT	48
APPENDIX A	BASIC TEACHERS’ SALARY SCHEDULE	49
APPENDIX B	SPORTS	52
APPENDIX C	NON-SPORTS EXTRA-CURRICULAR ACTIVITIES	55
APPENDIX D	LEAD TEACHERS, TEAM LEADERS	57
APPENDIX E	CRIMINAL OFFENDER RECORDS INFORMATION (CORI) REVIEW POLICY	59
APPENDIX F	EVALUATION REPORT FORMS	64
APPENDIX G	LETTER OF UNDERSTANDING	77
APPENDIX H	ACCESS TO KEYS POLICY	78
APPENDIX I	ACCEPTABLE USE POLICY	79
APPENDIX J	CALENDAR	

## **AGREEMENT**

The Agreement is made and entered into this 18th day of June 2018, (to be effective September 1, 2018, unless otherwise indicated), by and between the School Committee of the Town of Winthrop (hereinafter referred to as the “Committee”) and the Winthrop Teachers’ Association affiliated with the Massachusetts Teachers Association and with the National Education Association (hereinafter referred to as the “Association”).

## **PREAMBLE**

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improving educational opportunities for the students enrolled in the Winthrop Public Schools.

The parties acknowledge that the Committee and the superintendent have complete authority, except as modified by this Agreement, over the policies and administration of the schools which it exercises under the law and that this vehicle of collective bargaining will continue to provide the teachers with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee and superintendent with a goal of assisting in solving the growing problems inherent in the advancement of education.

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.**

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the agency through which the teachers of the Winthrop School System in the below-described unit represent their considered opinion on matters cognizable as mandatory subjects for discussion pursuant to the terms and valid administrative interpretations of Chapter 150E of the Massachusetts General Laws and any subsequent amendments thereto.

#### **Section 2.**

The Committee recognizes the Association as exclusive bargaining representative of all certified teaching personnel (including full-time teaching personnel for whom the Committee has obtained a waiver) who are employed as classroom teachers, librarians, school psychologist, school social worker, guidance counselors, adjustment counselors, special needs personnel, and occupational therapists in the Winthrop School System, but excluding:

- (a) substitute teachers, practice teachers, interns, or educational support personnel
- (b) the holders of the following positions:
  - 1. Superintendent of Schools
  - 2. Curriculum Coordinator and All Assistant Superintendents
  - 3. Principal, High School
  - 4. Principal, Middle School
  - 5. Principal, Arthur T. Cummings Elementary School
  - 6. Principal, William P. Gorman – Fort Banks Elementary School
  - 7. All Assistant Principals
  - 8. Director of Athletics
  - 9. Director of Secondary Guidance
  - 10. Director of Special Needs
  - 11. Director of Media Services
  - 12. Supervisor of Reading
  - 13. Coordinators
  - 14. Pupil Personnel Director
  - 15. Director of Finance and Facilities
  - 16. Network Manager
  - 17. Computer Specialist.
  - 18. Coaches who are not teachers in the Winthrop Public School System
- (c) all other employees of the Town of Winthrop School System.

### Section 3.

Nothing contained in this Agreement shall be construed to prevent any teacher from at any time discussing any problems with any of his/her supervisors or the School Committee, without the previous consent of the Association, nor shall any action taken by said supervisors or School Committee, as a result of such discussion, be the subject of a grievance or otherwise contested by said Association unless such action is in direct contravention of express language in a provision of this Agreement. The Association will be notified and have a right to attend any such session before the School Committee.

### Section 4.

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understanding, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understanding have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term hereof.

No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

## **ARTICLE 2**

### **NO DISCRIMINATION**

There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Association, or their respective agents against any teacher because of membership or non-membership in the Association. The services of the Winthrop Teachers' Association in the capacity of bargaining agent will be available to all who are eligible for membership. Although membership in the Association is jointly encouraged, no professional employee shall be required to join the Winthrop Teachers' Association or to pay dues as a condition of employment, or to obtain such services.

## **ARTICLE 3**

### **CHECK-OFF**

The Committee agrees that from and after receipt of written authorization in the form set out below (and prior to any revocation thereof) pursuant to the provisions of Massachusetts General Laws, Chapter 180, Section 17C, it will request the Town Treasurer to deduct from the salary of the teacher signing such authorization biweekly Association dues as therein authorized and will remit the amount so deducted in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Committee may immediately cease making such deduction at any time on behalf of the teacher upon receipt by the superintendent of schools of written notice of revocation of authorization from that teacher, or upon transfer of that teacher out of the unit defined in Article I, Section 2, or upon knowledge by the Committee that said teacher is no longer a member of the Association. The Committee will incur no liability for loss of dues monies after depositing same, properly addressed to the Association in the U. S. Mail.

### **AUTHORIZATION**

To: Winthrop School Committee  
Winthrop, Massachusetts

You are hereby authorized and directed to deduct from my salary the biweekly dues as established by the members of the Winthrop Teachers' Association a/w the Massachusetts Teachers Association and the National Education Association, and certified to you by the president of the Association. The said dues shall be deducted at the times agreed upon by you and the Association and thereafter remitted to the Association as agreed upon between you and the Association.

This Authorization shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions, (b) my written revocation of this authorization which shall become effective sixty (60) days after receipt of such revocation by the superintendent of schools, (c) my transfer out of the bargaining unit, or (d) knowledge by the Committee that I am no longer a member of the Association.

Name \_\_\_\_\_ Date \_\_\_\_\_

## **ARTICLE 4**

### **PROFESSIONAL CONSULTATIONS**

#### **Section 1.**

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions, systematically and periodically collated and expressed, are of significant value in improving the quality of education in, as well as the efficient and economical operation of the Winthrop School System; and in recognition of the Association's knowledge of the ideas and opinions of the teachers, the parties agree that a Professional Consultation procedure should be established to be operative during the term of this Agreement.

#### **Section 2.**

This procedure is not intended to replace the grievance or arbitration procedures set forth herein or to make any matter a mandatory subject of discussion at any time other than at consultations that would not be a mandatory subject of discussion in the absence of the provisions of this Section.

#### **Section 3.**

Consultation sessions will be scheduled with the Committee once every two (2) months upon written request of the Association. They will be the primary item on the agenda for that evening and up to two (2) hours will be reserved for that section of the agenda. The subject matters may include any item of concern or interest to the Association. Two (2) weeks prior to the date scheduled for the consultation, the Association will submit a written agenda of subjects about which it desires to consult at the meeting to the superintendent of schools. The consultation will be confined to the subjects on that agenda.

In the event the need arises for additional meetings or additional time at scheduled meetings, these will be arranged by mutual agreement between the chair of the School Committee and the president of the Winthrop Teachers' Association.

## **ARTICLE 5**

### **RIGHTS OF THE COMMITTEE**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and the superintendent for quality of education in, and the efficient and economical operation of the Winthrop School System, it is herein agreed that except as modified, amended, or abridged by express language in a provision of this Agreement, the Committee and the superintendent retain all rights and powers that they have or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Said rights and powers include but are in no way to be construed as limited to the rights and powers to hire; fire; suspend; or in any other manner discipline; promote; demote; transfer (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; prescribe textbooks and other teaching aids, the curriculum, and methods of teaching used by; assign any added, lessened, or different work responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; grant teacher with professional status to; promulgate rules and regulations pertaining to; regulate and restrict the use of school property (real or personal) by; implement improved benefits at any time for all or some of the; make any pay deductions because of the absence of, or failure to perform work by; and prescribe any professional improvement program or policies for: teachers in the School System, and to assign teaching or any other work to whatever personnel—either in or out of the unit—that the Committee and/or the superintendent at their discretion choose.

The Association will be given a copy of any policies and reports approved at School Committee meetings. The Association will further be provided a copy of the School Committee packet by the end of the next school day following the delivery of the packet to the Committee members.

## **ARTICLE 6**

### **GRIEVANCES**

#### **Section 1.**

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by a teacher covered by the Agreement that (1) he/she has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.

#### **Section 2.**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Consultation between the Association and the superintendent is encouraged as a means of resolving problems.

#### **Section 3.**

Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level 1 and to state its views. If the teacher so chooses, a representative of the Association may be present at Level 1.



## Section 4.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Winthrop for any teacher involved in presenting such grievance.

## Section 5.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

## Section 6.

If at the end of the fifteen (15) days next following either the occurrence of any grievance or the date when the teacher should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level 1, as set forth below, the grievance shall be deemed to have been waived. Such time limit may be extended by mutual agreement.

Level 1. A teacher with a grievance will first discuss it with his/her principal or immediate supervisor during non-teaching hours.

Level 2. If at the end of three (3) school days next following such presentation, the grievance shall not have been disposed of to the aggrieved's satisfaction, the teacher may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the teacher by the said president or his/her designee, and if after such review the teacher so desires, the grievance shall be presented in writing by the teacher to the superintendent or his/her designee within five (5) school days.

Level 3. If at the end of ten (10) school days next following presentation of the grievance in writing to the superintendent the grievance shall not have been disposed of to the satisfaction of the teacher, the teacher may refer the grievance in writing to the chair of the School Committee within five (5) school days.

The Committee or its designated representative and the teacher and, if the teacher so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days at a time mutually agreed upon by the chair of the School Committee and the president of the Teachers' Association.

If any person or persons are to represent the teacher at this meeting, the School Committee will be informed in writing prior to three (3) school days before the

meeting of the titles and names (if possible) of such person or persons anticipated. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Level 4. Be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VII.

#### Section 7.

If there is a grievance which directly affects a group or class of teachers or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance. If appropriate, an individual grievance may be filed directly at the lowest level of the administration having the appropriate authority to resolve the grievance.

#### Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the teacher filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

#### Section 9.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. For grievances being processed during the summer, the time limits stated in terms of school days will be interpreted as referring to regular workdays (Monday through Friday, exclusive of any legal holidays).

#### Section 10.

The School Committee will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under this Agreement.

## **ARTICLE 7**

### **ARBITRATION**

#### **Section 1.**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received from the Association, then the Association shall within five (5) school days thereafter request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

#### **Section 2.**

Each party shall bear the expense of its representatives, participants, and witnesses, and for preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee and the Association to pay shall be limited to the obligation which the Committee and the Association can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal obligation for any payment under the provision of this Section.

#### **Section 3.**

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association, and the teacher or group of teachers who initiated the grievance.

#### **Section 4.**

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

## **ARTICLE 8**

### **CONTINUITY OF EMPLOYMENT**

#### **Section 1.**

In recognition of the provisions of Section 9A(a) of Chapter 150E of the Massachusetts General Laws, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services, consorted unauthorized absences, or any other interference with assigned or expected work.

#### **Section 2.**

The Teachers' Association further agrees that should any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services or any other interference occur (regardless of the lack of Association connection with the activity), it shall put forward every effort to have the activity terminated immediately, including ordering the persons concerned to return to work.

#### **Section 3.**

Any individual who violates the provisions of this Article will be subject to discipline and possible discharge by the School Committee.

#### **Section 4.**

It is agreed that in any event of an alleged breach of Section 1 or 2, the Committee may seek its redress through the grievance procedure of this Agreement, by filing an action in any appropriate court, or by exercise of any of its rights and powers, or by any combination of the above.

#### **Section 5.**

It is agreed that during the term of this Agreement, the School Committee will not seek monetary damages against the Winthrop Teachers' Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2.

## **ARTICLE 9**

### **TEACHERS' DUTIES**

#### **Section 1.**

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

Section 2.

To the extent that paraprofessionals are employed by the District within a building, they will work under the general direction of the building principal and the immediate direction and in support of the classroom teacher and not in place thereof.

Section 3.

The Administration will continue its efforts to obtain volunteer lunch monitors or to arrange teaching schedules or will explore other means to provide duty-free lunch for elementary teachers. This does not include an obligation to hire paid aides or assign such duties on a regular basis to Unit B members. Primary consideration will always be given to the adequate supervision of students.

Section 4.

Any non-teaching duties which are assigned shall be done so on an equitable basis among all members of the bargaining unit in the building. Department heads will not be assigned to study hall duty or lunchroom duty.

Department heads with more than six (6) teachers will not be assigned any non-teaching duties other than the administrative duties associated with being a department head.

Section 5.

Teachers who have been given access to keys to a school shall sign for and be subject to the "Access to Keys Policy" as described in Appendix H.

Section 6.

Teachers shall be required to wear their photo identification at all times. Because of safety, security, and liability concerns, teachers will be required to sign in at the beginning of each workday. A teacher who forgets to sign in on a particular day will not be disciplined or receive a negative evaluation for that omission. The Association, however, recognizes a teacher's professional and contractual responsibility to be present in the building for the appropriate work times.

## **ARTICLE 10**

### **TRANSFERS AND VACANCIES**

Section 1.

In filling teaching vacancies occurring at the end of the school year for the subsequent year or in filling new positions, due consideration will be given to the requests of teachers within the System for the transfer to such open positions. It is recognized that the final decision whether such transfers will be made must rest with the superintendent of schools and principals.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the superintendent and principals

on or before March 1, except as provided for in Section 3 of this Article. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school to which he/she wishes to be transferred. As soon as practicable, and normally not any later than August 1, the superintendent shall notify said teachers of the disposition of their requests.

The wishes of the individual teacher in this respect will receive the fullest consideration, but the instructional requirements of the School System and the pupils will be the controlling factor as finally decided by the principals and the superintendent with a right of appeal by the individual limited to the School Committee.

### **INVOLUNTARY TRANSFER**

When involuntary transfers at grade or building levels are contemplated, the teacher's length of service and performance within the Winthrop School System will be considered. It is recognized that the final decision rests solely with the judgment of the principals and the superintendent of schools as to the total needs of the System.

When such transfers are to take place, a prior meeting will be held by the superintendent or his/her designee with the teacher, at which time the teacher will be notified of the reasons for such transfer. As far as practicable, involuntary transfers will be made to a comparable position.

#### **Section 2.**

For purposes of this Article, a postable vacancy is regarded as a position in Unit A or B or Appendix B or C which will not be filled by the same person who held said position prior to its becoming vacant. Notice of the availability of such positions shall be posted on each bulletin board in each building contemporaneously with any other notice promulgated by the superintendent for at least ten (10) days. Due consideration will be given to the personnel within the System who apply for a position under this Section. In cases of emergency, postings may be for five (5) days only.

#### **Section 3.**

In the event a vacancy occurs in a teaching position during the school year, notice of such vacancy will be posted in each building contemporaneously with any other notice promulgated by the superintendent, but the question whether such vacancy will be filled by transfer or otherwise shall be at the sole discretion of the superintendent. By May 5, the superintendent shall cause to be posted in each building a comprehensive listing of all known vacancies and new positions to be effective on or before September 1 of the subsequent school year. Teachers interested in transfer/reassignment to a position(s) listed on the annual posting shall file a request for transfer/reassignment on or before May 20, and they shall be considered under the provisions of Section 1 of this Article. Notices of postable vacancies (other than classroom teaching positions) occurring during the summer period when school is not in session will be conveyed directly to the president of the Winthrop Teachers' Association or his/her designee, and insofar as practicable, will be distributed to personnel covered by this Agreement with their summer paychecks.

Section 4.

The president of the Association shall be on the general distribution list and receive a copy of each notice issued under the provisions of this Article. The president of the Association shall be notified by the superintendent of any resignations, appointments, transfers, the granting of professional teacher status and all leaves of absence covered by this Agreement.

Section 5.

If a teaching or administrative position is to be filled for a full school year or more, the appropriate certification will be required of the successful applicant or a waiver obtained from the Department of Education. Said certification requirement shall be noted in the position posting.

If a position is to be filled for less than a full school year, the successful applicant does not have to hold the appropriate certification, but the School Committee will give serious consideration to the candidate's educational attainments including the holding of the appropriate certification.

## **ARTICLE 11**

### **TEACHER ASSIGNMENT**

Section 1.

Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than the close of the school year in June except that, where necessary, changes will normally be made by August 15. However, every effort will be made to notify teachers by August 1 of their teaching assignment.

Section 2.

In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause (but then not to exceed one (1) year unless the teacher and the Committee agree to any other arrangement), outside the scope of their teaching certificates and/or their major or minor fields of study.

Section 3.

To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.

Section 4.

Elementary teachers who have completed one (1) year of teaching in Winthrop may be released from classroom duty for a preparation period when a certified specialist has taken control of and is instructing the class. It is understood that on occasions the specialist and/or principal may

request the attendance of such teachers, and in all instances, the teachers will be responsible for consulting with the specialist concerning the ongoing program.

#### Section 5.

The Committee shall provide teachers an average of one (1) preparation period per day. If for any reason any teacher loses the daily preparation period, such teacher shall be compensated for this time at the rate of thirty (30) dollars per period (or thirty four 34) dollars at the high school).

The parties agree to design and implement a form to be completed by the teacher and submitted by the principal to the central office for compensation for the teacher when any teacher loses a daily preparation period.

The Committee shall provide K-Grade 5 teachers a guaranteed daily preparation period of forty-five minutes (45). For Grades 6-12 the daily prep period is the length of the regular class period.

Effective with the 2015-16 school year all staff will begin and end the school day at the appropriate time. There is no provision that staff may leave early/late if they have a prep period at the end or the beginning of the day. Upon the request of a teacher, the Principal may allow a teacher to leave early or arrive late for extenuating circumstances.

#### Section 6.

In each elementary school, a committee will be formed consisting of the principal and staff members chosen by the Association; the purpose of the committee will be to develop a schedule which provides a duty-free lunch for each teacher of at least thirty-five (35) minutes daily, without further impact on the school budget.

The School Department will hire part-time employees to cover lunch periods for elementary school teachers. The Winthrop Teachers' Association, which is the exclusive bargaining agent for the Educational Support Personnel, agrees that it does not object to subcontracting out lunchroom duties to non-bargaining unit personnel.

#### Section 7.

Section 8 There will be one monthly staff meeting after students are dismissed up to sixty (60) minutes in duration at each school.



## ARTICLE 12

### TEACHER EVALUATION

#### Section 1.

The teacher evaluation process and forms are in Appendix F of this Agreement. The parties agree to finalize District Determined Measures language required by the Department of Elementary and Secondary Education. The parties will create a committee to address the DDM.

The Teach Point on line tool shall be incorporated in the Evaluation language. The District shall provide training and support on Teach Point to any teacher who requests training.

#### Section 2.

Teachers will review all evaluation reports and upon request be given a copy of any evaluation report prepared by their evaluators and will have the right to discuss such report with their evaluators.

#### Section 3.

Teachers have the right, upon request, to review and copy, at their own expense, the contents of their personnel files. A teacher will be entitled to have a representative of the Association accompany him/her during such review. The file must remain in the Office of the Superintendent at all times.

No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the superintendent and attached to the file copy. At the time the teacher affixes his/her name to the copy, the teacher shall be given a copy of the material which is to be placed in his/her file. A teacher will be entitled to have a representative of the Association present with him/her during the review of the material to be placed in the file.

#### Section 4.

The Association recognizes the authority and responsibility of the principal, coordinators, and department heads for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by any member of the administration, he/she will be personally and confidentially notified of the nature of the meeting prior to the meeting, and he/she will be entitled to have a representative of the Association present.

#### Section 5.

No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

In applying this Article, the Winthrop Teachers' Association acknowledges that it supports the understanding that the School Committee is the sole grantor of professional teacher status.

#### Section 6

Any complaint regarding a teacher from a parent, student, or other person requiring administrative action shall be promptly called to the attention of the teacher.

#### Section 7.

Rankbooks are the property of the teacher. At the end of the school year, the custody of the rankbook shall be assumed by the principal of the school. Upon request a rankbook will be returned to the teacher at the commencement of the following year. Rankbooks shall be maintained and sufficiently documented to allow the administration to make valid evaluations of student progress. If any question should arise, the final decision on a grade awarded rests with the teacher.

### **ARTICLE 13**

#### **ASSOCIATION ACTIVITY ON SCHOOL PROPERTY**

##### Section 1.

Teachers will make reasonable effort not to discuss Association matters while they are assigned to teaching or to student supervision or while they are in the presence of students on school department property.

##### Section 2.

Representatives or agents of the Association who are not teachers in the unit described in Article I, Section 2, may enter upon school department property only by following established building procedures with respect to prior notice to the principal.

##### Section 3.

Association notices may be posted on school bulletin boards located in the teachers' room in the building if the notice is signed by an authorized representative of the Association and if the content of the notice is limited to announcements of recreational or social activities; announcements of elections, appointments, or results of elections; announcements of meetings; or professional matters.

Section 4.

The Association may prepare, at no cost to the Town, communications relating to the conduct of the Association and may distribute these through the teachers' mail boxes to persons covered by this Agreement provided that a copy has first been filed with the superintendent.

Section 5.

No surveys of students' progress will be distributed by the Association unless prior approval has been obtained from the superintendent.

Section 6.

In the event an elementary teacher is elected president of the Association, individual arrangements will be made in the teacher's schedule among the superintendent, the principal, and the teacher to allow the teacher to function in the role of president as secondary teachers have functioned in recent years.

It is the intent of this Section that in regard to non-teaching time, secondary teachers elected president of the Association continue to function as they have in recent years. Among other things, the teacher would be relieved of non-teaching functions within the building and would be allowed to leave the building during non-teaching time to meet with the superintendent or to visit other schools on Association matters.

The president's non-teaching duties will be covered at no additional cost to the Town, by being assumed equitably by other members of the professional staff or educational support personnel within the building involved.

## **ARTICLE 14**

### **COMPENSATION**

Section 1.

The salary of each teacher in the Winthrop School System shall be determined pursuant to the following Sections of this Article.

Section 2.

On and after the effective dates indicated, no teacher employed by the School Committee shall be paid a salary less than that provided for in the "Basic Teachers' Salary Schedule," attached hereto as Appendix A.

Teachers who have a Bachelor's Degree must use all the credits beyond a Bachelor's degree towards their Masters. All credits towards a Master Degree must be submitted and approved by the Superintendent. Once a teacher has 15 credits towards a Master's Degree s/he may apply to move to the B+15 scale.

## Section 3.

In line with the fact that requirements for receiving a Master's Degree are, in part, that an average of "B" or better be maintained, the School Committee will provide additional compensation for credits beyond basic degrees only when these additional hours likewise meet the "B" or better criteria and are received in an advanced degree program from a school accredited by the six regional associations accrediting institutions of higher learning, as listed in the publication "Accredited Higher Institutions" by the U.S. Department of Education or are approved in advance by the superintendent as related to the teacher's fields of specialization.

## Section 4.

The School Committee shall fix the initial salary rate of each teacher entering employment, giving consideration to previous experience and special skills, provided, however, that such salary rate shall not be less than the minimum established in this Article.

Teachers who enter the System at other than the beginning of the school year will move the following year on the step schedule at the discretion of the School Committee, provided that a teacher who has taught in a satisfactory manner for one hundred (100) days or more during the school year shall receive the step increase.

Teachers who are within the System will not be granted special individual step increases except for service, degree requirements, or for additional duties.

## Section 5.

Teachers' paychecks will be distributed biweekly throughout the calendar year, not to exceed twenty-six (26) paydays from September 1 to August 31. A lump sum payment, consisting of the balance due on the contract for the current year through August 31, will be available on advance request for persons retiring or resigning or other extraordinary situations approved by the superintendent.

## Section 6.

In recognition of dedicated service to the children of Winthrop, any teacher covered by this Agreement who has taught for twenty (20) years in the Winthrop School System (or thirty (30) years total teaching, the last fifteen (15) of which have been consecutive in the Winthrop School System), shall, if he/she applies, obtain an increase in compensation in the final year of teaching by following this established procedure.

Eligible teachers who desire to participate in this program will notify the superintendent by November 1 of the calendar year prior to the school year in which they intend to retire under the provisions of the Massachusetts Teachers' Retirement Act. If such notice is submitted, in writing, by November 1, at the commencement of the final year of teaching, all accumulated sick leave not exceeding one hundred eighty (180) days and excepting in any instance which is to be credited during the final year of teaching shall be wiped off the books and in lieu thereof the annual salary schedule of the individual concerned will be increased by twenty (20) dollars per day for each sick leave day surrendered. A teacher with his/her written notice prior to September 1 may opt to receive

said increase in compensation in one (1) lump sum to be paid at the end of the school year in which said teacher is retiring.

The notice requirement of this Section is intended for budget considerations and may be waived in the case where an unanticipated physical disability requires the retirement under the provisions of the Teachers' Retirement Act at a time earlier than originally contemplated.

In the event the individual fails to retire under the provisions of the Act immediately at the conclusion of the school year (unless prevented from doing so by death), the teacher will agree, in writing, to repay to the Town of Winthrop the differential between the salary which was actually received under the provisions of this Section and that which the teacher would receive had he/she not submitted the intention to retire, said amount to be deducted from the final summer paychecks of the school year.

#### Section 7.

- (a) All professional staff members are required to take a minimum of one (1) college course of three- (3) credit value by every third year. A grade meeting graduate school standards must be obtained for increment purposes.

Such courses, as well as others taken in line with school requirements, must be taken only at colleges approved by the School Committee. These colleges are those accredited by the six regional associations accrediting institutions of higher learning as listed in the publication "Accredited Higher Institutions" by the U.S. Department of Education.

- (b) Such courses must either be a part of a degree-granting program or be reasonably related to the teacher's field of specialization. In any event, courses shall be approved in advance by the superintendent and must be reported on Form C1 or facsimile. Each individual will be notified of any negative action taken on his/her course request within ten (10) days of filing the application with the superintendent.

Responsibility for conforming to this regulation rests with the individual teacher. Teachers who have not complied with this regulation in the past and/or do not comply in the future will not be eligible to receive any increment until evidence is presented that an approved course has been completed.

Notice of completed courses must be submitted to the Office of the Superintendent prior to August 15. Any teacher who is on maximum, and who does not complete this requirement, will not receive a salary adjustment from any changes in salary schedule until the requirement is complied with.

In-service courses sponsored by the school or Association, if approved by the superintendent, may on occasion be offered for increment credit.

#### Section 8.

Compensation for advanced degrees may become effective only on September 1 of each year. Data substantiating eligibility must be received by August 15 or upon completion of the course prior to September 1 if not completed by August 15.

In the event that a teacher feels that data substantiating his/her eligibility may not be available prior to September 1, he/she may submit to the superintendent evidence of his/her enrollment in the courses leading to his/her eligibility. This shall be deemed sufficient evidence for an additional sixty (60) days. Retroactive compensation will be paid to September 1 provided information is substantiated to the superintendent by November 1.

#### Section 9.

Effective the 2009-2010 school year and thereafter, the foregoing requirements are designed in part to encourage a teacher to advance professionally. The Committee agrees to budget \$30,000 in the 2015-16 school year, \$35,000 in the 2016-17 school year, and \$40,000 in the 2017-18 school year for educational reimbursement. The funds paid pursuant to this paragraph are part of the System's commitment to fund low/no cost professional development. The Committee agrees to reimburse any teacher with professional status the equivalency of ninety (90) percent of the actual tuition cost at a Massachusetts state college or state university including registration fee, up to nine (9) full credit hours during the fiscal year. The Committee agrees to reimburse any teacher without professional status the equivalency of seventy five (75) percent of the actual tuition cost at a Massachusetts state college or state university including registration fee, up to nine (9) full credit hours during the fiscal year. In order to ensure equitable distribution, the Committee shall first reimburse all eligible teachers for three (3) credits each year before disbursements are made to eligible teachers seeking reimbursement for six credits. The Committee shall then reimburse all eligible teachers for six (6) credits each year before disbursements are made to eligible teachers seeking reimbursement for nine (9) credits.

The courses taken must have the approval of the superintendent prior to enrollment in order to qualify for reimbursement. Official transcripts of the courses, including a grade of "B-" or better for each of the nine (9) semester hours, must be submitted to the Office of the Superintendent on or before June 15 in order to receive such reimbursement for the current fiscal year.

Eligible teachers who submit completed course documentation on or before September 15 shall receive reimbursement for their first three (3) credits on or before October 15.

Eligible teachers who submit completed course documentation on or before February 15 shall receive reimbursement for their first three (3) credits on or before March 15.

Eligible teachers who submit completed course documentation on or before June 15 shall receive reimbursement on or before June 30.

The Committee shall not pay in excess of \$30,000 in the 2015-2016 school year, \$35,000 in the 2016-2017 school year and \$40,000 in the 2017-2018 school year for course reimbursement in any fiscal year under this Section.

The Committee shall provide the Association on or before January 1 and August 1 with updated lists containing the following information:

- (a) the names of teachers to whom disbursements of course reimbursements have been made
- (b) the amount of the disbursements

- (c) the date of the original requests and
- (d) the dates of disbursements.

Section 10.

Effective September 1, 2001, compensation for lead teachers is set forth in Appendix D.

Section 11.

Extra-curricular duties and services shall be compensated for in accordance with the provisions of Appendix B. The enumeration of certain classes and types of extra-curricular services and duties set forth in Appendix B is not intended to exclude payment for any other extra-curricular services and duties not specifically included therein.

All extra-curricular services and duties covered in Appendix B will be paid at the conclusion of the season, or at the conclusion of the school year, as applicable.

Athletic coaches will be subject to annual appointment by the principal of the school to which they are assigned and approved by the superintendent.

In the event two candidates for extra-curricular positions are equally qualified, the appointment shall be made in good faith and will be given to the candidate presently employed in the Winthrop School System.

Section 12.

In recognition of the value of continued years of service to the Winthrop School System, a “Super Maxima” salary schedule is set forth below.

**ABOVE BASE RATE AFTER YEARS OF TOTAL SERVICE**

	13 Years	20 Years	25 Years	30 Years
2015-16	\$700	\$1000	\$1300	\$1600
2016-17	\$800	\$1100	\$1400	\$1700
2017-18	\$900	\$1200	\$1500	\$1800

Section 13.

A list of positions has been established for teachers who are regularly required under the current schedule to travel between buildings during the school day. Said teachers will be paid one hundred (100) dollars per year for necessary travel expenses. This amount will be paid in the first check in January in each school year. Positions will be reviewed annually based on the individual schedules of teachers.

Section 14.

In the event that a teacher agrees to work beyond one hundred eighty-two (182) days in his/her position, additional compensation shall be at the rate of 1/182 for each day worked. Effective

the 2011-2012 school year and thereafter, any days added into the agreement beyond the 183 worked in the 2010-2011 teacher work year will be compensated at the rate of .5% per each additional day. The Basic Teachers Salary Schedule contained within Appendix A of the agreement will be increased by .5% for each day added to the teacher work year beyond the 183 days worked for the 2010-2011 teacher work year.

In the event a teacher agrees to work on a project assigned by an administrator outside of the contractual time said teacher shall be compensated at the rate of \$35 per hour. A description of and the requirements for the project shall be written by administration in advance of assigning a teacher.

#### Section 15.

In order to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his/her employment compensation.

#### Section 16.

Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

#### Section 17.

Unit members who have Service Days credited may buy them back at the prevailing sick day buyback rate, upon written request by March 1 of any year.

#### Section 18.

Winthrop teachers with children who have been accepted into the Winthrop School Department full-day kindergarten and/or preschool programs shall not be subject to tuition costs. Should new or additional tuition costs be instituted for either program in the future, such costs will be waived for the children of Winthrop teachers.

#### Section 19.

A mentor may be assigned up to three mentee teachers. The mentor shall be paid 100% of the stipend listed in Appendix D for the first mentee assigned to the teacher. The mentor shall be paid 75% of the Appendix D stipend when an additional mentee is assigned and 50% of the stipend when a third mentee is assigned. All mentors in the program will be offered a mentee before a mentor is offered a second or third mentee. Mentors will have input into the mentees assigned to them with the final decision regarding mentee assignments at the discretion of the principal.



## ARTICLE 15

### SCHOOL CALENDAR AND PROFESSIONAL RESPONSIBILITIES

#### Section 1.

The Association will be consulted in preparation of the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the administration (with approval of the School Committee), subject to the provisions set forth below. The school calendar for the current school year is set forth in Appendix J for informational purposes only.

The last day of school for students will be a half-day and for teachers a full day.

#### Section 2.

Except when Labor Day falls on September 5 or later, the work year for classroom teachers covered by this Agreement (other than teachers without professional status or new personnel who may be required to attend special orientation sessions) will begin no earlier than the first Tuesday following Labor Day and will terminate no later than June 30, but in no event will be more than three (3) days longer than the school year for children as established by the Committee. Effective the 2010-2011 school year and thereafter, the additional day in the teacher work year will be utilized for professional development. Scheduling of this day shall be subject to the discretion of the Superintendent but shall occur during the school year or immediately before or after the school year. As a condition of employment and in accordance with Department of Education requirements, all newly-hired teachers will attend a one- (1) day orientation, which will occur on the school day immediately preceding the start of the teacher work year. Effective September, 1992, when Labor Day falls on September 5 or later, the work year for teachers will begin no earlier than the first of September.

During the term of the Agreement the school year for children will not be more than four (4) days greater than the minimum established by State regulations and if during the term of this Agreement the minimum established by State regulations exceeds one hundred eighty (180) days, the parties will meet to negotiate further on the school calendar if the School Committee desires to extend the students' year beyond one hundred eighty-four (184) days.

Beginning with the 2016-2017 school year, Teachers will be required to report to work at the discretion of the School Committee no earlier than the Monday before Labor Day provided the Friday before Labor Day is not a school day for teachers.

Beginning with the school year 2017-2018 all teachers including Elementary School teachers will work a seven (7) hour school day which will require all students to participate in 990 hours per year of instruction at the discretion of the Principal. During this day each elementary teacher will receive a 50 minute prep period and 25 minutes for common planning time.

The 2018-2019 school year for teachers shall be 181 days as teachers will not be required to attend professional development days previously scheduled before the start of the school year. The 183 day school year will be reinstated for the 2019-2020 school year.

## Section 3.

The time schedule for teachers in the 2015-2016 and 2016-2017 school years will be as follows:

Gorman/Fort Banks Elementary	7:55 a.m. to 2:15 p.m.
Cummings Elementary	8:15 a.m. to 2:35 p.m.
Middle School	7:45 a.m. to 2:45 p.m.
High School	7:45 a.m. to 2:45 p.m.

Teachers shall not be required to remain more than 10 minutes after dismissal of students on Fridays or days immediately preceding holidays or vacations, unless, in the opinion of their principal, the performance of their professional duties shall so require.

The schedule may be adjusted as the superintendent deems necessary in light of current conditions and after notification to and discussion with the Association.

## Section 4.

Teachers shall attend and take such part as is assigned to them in all meetings of an educational nature scheduled by coordinators, their principal, or the superintendent of schools. Reasonable advance notice of such meetings, normally of at least 24 hours, will be given whenever possible and no teacher will be excused except by the coordinators, principal, or superintendent.

The Association and the Committee recognize that participation in or attendance at school-oriented programs outside of normal teaching hours are part of the duties of the truly professional teacher. Recognizing that attendance at all evening functions may not always be possible, the parties encourage active participation to the fullest extent in such functions but agree that attendance at evening meetings—other than two (2) required meetings—should be on a voluntary basis.

## Section 5.

There shall be six (6) early release days for students at the Middle and High Schools. There shall be four (4) early release days and six (6) parent conference days at the Elementary schools.

## Section 6.

Teachers will sign and follow the “Winthrop Public Schools Electronic Communication System/Network Acceptable Use Policy” attached as Appendix I.

## Section 7

The teachers will sign and required to follow the Anti-Fraternization Policy which will be attached as an Appendix J to this collective bargaining agreement.

## Section 8

Guidance counselors shall work the five (5) days immediately before the start of school and five (5) days after the end of school in June or August only subject to the discretion of the Principal.

## **ARTICLE 16**

### **INSURANCE BENEFITS**

#### **Section 1.**

As long as the Town of Winthrop agrees to pay a portion of the cost of the Group Insurance Health Plans, one-half the cost of a \$2,000 life insurance policy and a \$2,000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share from payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of \$1,000, one-half to be paid by the retiree.

For the retired employee, the hospital-surgical-medical coverage may be continued through the Group Insurance Commission.

#### **Section 2.**

In the event the Town of Winthrop modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the teachers.

#### **Section 3.**

The School Committee will obtain for high school football coaches the same special accident insurance that is obtained for participants in the sport at the varsity level.

#### **Section 4.**

Teachers leaving the System at the conclusion of the school year are entitled to remain in the Group Insurance Commission until August 31 of the current calendar year.

#### **Section 5.**

Teachers on unpaid leave of absence may remain in the appropriate health plan by paying the entire premium due to the office of the Town Treasurer to the extent allowed by the policy and the law.

#### **Section 6.**

The Committee agrees that it will use its best efforts to defeat any attempt to change the practice of the payroll deductions for health insurance on a pretax basis, provided it remains permissible under the law.

## **ARTICLE 17**

### **SICK LEAVE**

#### **Section 1.**

Sick leave for first year teachers shall be ten (10) days, to be earned at the rate of one (1) day per month from September to June. Sick leave may be paid during that time up to the full ten (10) days. However, if a teacher terminates his/her contract prior to June, he/she shall be indebted from the last paycheck—one (1) day's pay for every day not earned of sick leave prorated at one (1) day per month.

#### **Section 2.**

Teachers currently in the System will be credited with fourteen (14) days' sick leave as of the first official day of attendance of each school year.

#### **Section 3.**

Such leave not used in any year may be accumulated to a maximum of 200 days as of the first official day of any school year (plus any additions as a result of Article XXII, Section 2).

#### **Section 4.**

Absences for periods in excess of five (5) days' duration will be paid only on submission of a doctor's certificate to the superintendent, if requested.

#### **Section 5.**

Extension beyond stated sick leave shall be given in exceptional circumstances at the discretion of the superintendent of schools and the School Committee.

#### **Section 6.**

Subject to the provisions of Article XIV\* teachers whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken.

#### **Section 7.**

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service of more than five (5) years. A member reinstated before five (5) years shall receive up to thirty (30) days' sick leave credit to his/her individual accrued sick leave provided the teacher had the accrued sick leave when he/she resigned. The leave credit will be in addition to the allotment under Section 1.

Section 8.

In order to receive the benefits of this Article, the teacher must notify the principal or immediate supervisor as promptly as possible (and always before 7:00 a.m. on the day of the absence) when he/she will be unable to be present because of illness.

In accordance with established practice, the teacher is required to notify the principal or supervisor normally on the evening before the day on which the teacher intends to return, but in no event later than 7:00 a.m. on the day on which the teacher intends to return.

Section 9.

On September 15, the School Committee will provide each teacher with a statement of the individual's sick leave accumulated as of September 1.

\*No more than one hundred eighty (180) days of this can be used under the buyback provisions of Article XIV at a rate of twenty (20) dollars per day.

## **ARTICLE 18**

### **SICK LEAVE BANK**

Section 1.

Effective for the duration of this Agreement, a Sick Leave Bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is exhausted through serious prolonged illness/accident and who require additional leave to make full recovery from an extended illness/accident.

Section 2.

Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank to be utilized by teachers who qualify and who have exhausted their own individual leave, both annual and accumulated, and who still have a serious extended illness.

Section 3.

Personnel shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days (after the submission required by Section 2). Once a teacher has become eligible for the benefits of the Sick Leave Bank, he/she shall continue such eligibility for the duration of this Agreement.

Section 4.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee to serve at its discretion and two (2) members designated by the Association to serve at its discretion.

Section 5.

Any sick leave granted under the provisions of this Article shall expire at the end of the school year.

There shall be no accumulation or carryover to successive years of unused sick leave bank days beyond the term of this Agreement.

Section 6.

Sick leave bank days shall be available only after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 7.

All requests for grants from the Sick Leave Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the teacher and the anticipated extent of recovery time necessary.

Section 8.

Application for benefits may be made prior to the employee's exhaustion of his/her personal sick leave to expedite benefits, but drawings upon the Sick Leave Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

Section 9.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

If additional days are needed, they must be requested in writing and contain further certification by a physician.

Section 10.

The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Sick Leave Bank.

Section 11.

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Sick Leave Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Sick Leave Bank and in determining the amount of leave:

- (a) medical evidence of serious extended illness
- (b) prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and in no instance may days be withdrawn for purposes of a normal maternity.

## **ARTICLE 19 SABBATICAL LEAVE**

### **Section 1.**

Sabbatical leave will be available after seven (7) years of service. Applications must be submitted to the superintendent not later than December 1 of the school year prior to that in which the leave is sought. Not more than two (2) teachers may take advantage of this in any one school year.

### **Section 2.**

Successful applicants will receive two-thirds of the salary to which they would have been entitled provided that the amount when coupled with any scholarship, grant, or aid shall not exceed the salary to which they would have been entitled.

### **Section 3.**

Pursuant to the terms of Massachusetts General Laws, Chapter 71, Section 41A, a teacher shall agree in writing to return to active service in the Winthrop Schools for a period of at least two (2) school years following the expiration of the sabbatical leave period. A teacher who does not fulfill this agreement shall repay to the Town the amount of salary received during the sabbatical leave, provided, however, that the teacher shall be released from such payment if his/her failure to serve the two (2) years is due to his/her illness, disability or death, or if he/she is discharged from his/her service by the School Committee.

### **Section 4.**

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the School System, and shall be eligible for insurance benefits according to the Town policy while on leave. No teacher may reapply for a second sabbatical leave unless he/she has completed seven (7) years since his/her last leave.

## **ARTICLE 20**

### **MILITARY LEAVE**

#### Section 1.

The Committee will comply with all state and federal laws with respect to military leaves of absence. To the extent there is a conflict between the provisions of this article and the Uniformed Services Reemployment and Reinstatement Act, the provisions of the Act shall prevail. Military leave will be granted to any teacher who is inducted or who enlists for one (1) required term in any branch of the armed forces of the United States, or during the period of any involuntary extension of enlistment.

Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the System during the period of his/her absence, up to a maximum of two (2) years, but such time of absence shall not count towards professional teacher status.

#### Section 2.

Teaching personnel who are required to perform active duty for training as part of a reserve unit will do so as far as possible during the months of July or August. In the event an individual is unable to take such duty during a non-school period and is ordered to duty during the school year, the Committee will pay the difference between his/her salary and that amount which he/she actually received from the government (exclusive of money for travel) for a period of two (2) weeks. In the event an individual is called to duty in cases of civil disorder or disaster, this period may be extended at the discretion of the School Committee.

## **ARTICLE 21**

### **PEACE CORPS**

#### Section 1.

A teacher with professional status may obtain a leave of absence without pay for up to two (2) years to serve in the Peace Corps.

#### Section 2.

Upon return from such leave, the teacher will be offered a position as reasonably comparable to the one occupied at the beginning of the leave as is then available, and will be placed on the salary schedule at the step level that would have been achieved had the individual remained actively employed in the System during the period of this leave.

#### Section 3.



All leaves will run from September 1 through August 31. Applications for such leave must be submitted to the superintendent in writing prior to April 15 of the year in which the leave is to begin.

Section 4.

The teacher must also notify the superintendent in writing by the first of April of the year in which the leave is to expire of his/her intention to return in September. Failure to comply with this requirement will be considered as a resignation from the School System.

Section 5.

Not more than two (2) personnel in the System may be absent on such leave at any one time.

## **ARTICLE 22**

### **PERSONAL LEAVE**

Section 1.

It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and must therefore be held to an absolute minimum.

Section 2.

In each school year, however, up to three (3) days may be utilized for imperative personal business which could not effectively be conducted outside of school hours. The first two (2) days will be exclusive of sick leave and the third will be deducted from sick leave.

In the event that these days are not taken, the days may be carried forward from year to year up to a maximum of fifteen (15) days to be used for the purposes contained in the Family and Medical Leave Act.

Section 3.

Reasons for such leave must be made in writing as early as possible and not less than forty-eight (48) hours before such absence whenever possible. If the request is made less than ninety-six (96) hours before the day off, the request must be submitted to the principal, who shall forward the request to the superintendent.

Additional personal leave may be granted from sick leave at the discretion of the superintendent for compelling personal reason, including religious observances.

No request for personal leave will be submitted so as to extend a holiday or vacation period. Exceptions to this paragraph may be granted by sole discretion of the superintendent.

Section 4.

If the superintendent believes the purpose of the leave is not of a nature specified above, requiring the absence of the teacher during school hours, then he/she will decline to pay for such leave. This matter may, however, be presented through the grievance and arbitration procedures if the individual teacher so elects.

Section 5.

Nothing in this Section shall preclude the superintendent from granting additional personal leave without pay for reasons which he/she deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of 1/182 of the teacher's salary for each such day.

## **ARTICLE 23**

### **FAMILY MEDICAL LEAVE AND PARENTAL LEAVE**

Section 1.

In accordance with the Family and Medical Leave Act of 1993 as amended, the Committee will provide eligible teachers up to twelve (12) weeks of unpaid leave in a twelve- (12) month period and in accord with the Act.

Eligible teachers shall be defined as set forth in the Act.

Section 2.

The following reasons qualify for leave:

- (a) to care for a newborn or a newly-placed adopted or foster child
- (b) to care for a child, spouse, or parent with a serious health condition
- (c) to care for the teacher's own serious health condition.
- (d) Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to a covered active duty status).
- (e) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

Section 3.

#### Substitution of Paid Leave

If leave is taken because of the teacher's own serious health condition, an eligible teacher must first exhaust any accrued paid sick leave and personal leave.

If leave is taken to care for a child, spouse, or parent with a serious health condition or to care for a newborn or newly-placed adopted or foster child, an eligible teacher must first exhaust any accrued paid personal leave.

If the teacher's accrued paid leave is less than twelve (12) weeks, the remaining weeks will be unpaid.

Section 4.

#### Benefits During Leave

The Committee will maintain health coverage for a teacher on leave under this policy at the level and under the same conditions as the teacher would have enjoyed if not on leave. If the teacher fails to return to work following the leave, unless the failure to return is due to the continuation, reoccurrence, or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the teacher's control, the teacher on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5.

The twelve- (12) month period shall be a rolling period.

Section 6.

Seniority shall accrue while a teacher is on an approved FMLA leave.

Section 7.

The FMLA special rules that apply to local educational agencies shall apply.

Section 8.

To the extent that there is a conflict between the Family Medical Leave Act, as amended, the regulations adopted thereunder and the collective bargaining agreement, the Act or the regulations shall prevail.

Section 9.

Extended Leave

In the event a teacher with professional status desires a leave without pay longer than provided under the FMLA, the procedure listed below will be followed:

- (a) Such leave shall not be unreasonably denied;
- (b) Such leave shall commence at a time corresponding with the beginning of a semester or a vacation period and will expire on the September 1 following the birth of a child, or at a time agreed to by the teacher and the superintendent.
- (c) The date of anticipated return will be established with the superintendent at the time the leave commences. In addition, the member of the unit must notify the superintendent in writing by the first of March in the calendar year in which the leave expires of intention to return to the System. Failure to comply with this requirement will be considered a resignation.

Section 10.

Termination of Pregnancy

In the event of the termination of pregnancy, the member of the unit may make written application for reinstatement prior to the previously established date for termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement may be granted by the superintendent in the case of an acceptable vacancy.

## Section 11.

Salary Adjustment

A teacher with professional teacher status returning from an extended leave under the provisions of Section 8 will be placed on the next step of the salary schedule if he/she had been actively employed by the Winthrop School System for more than one hundred (100) days in the school year in which the leave commenced. He/she will be assigned to a school where a vacancy for which he/she is qualified exists. He/she will retain seniority and any other rights which he/she had at commencement of leave.

**PARENTAL LEAVE**

Full time male or female teachers will be eligible for parental leave if he/she has completed an initial probationary period of his/her employment (not to exceed three months) or if there is no probationary period after three (3) consecutive months of work. Part time employees are not entitled to parental leave.

A teacher may use parental leave for the purposes of caring for a child after: (1) the child's birth; (2) the child's adoption if the child is under the age of 18 (or 23 if the child is mentally or physically disabled); or (3) the child's placement pursuant to a court order.

A teacher is entitled to eight (8) weeks of parental leave unless two employees are the parents of the same child in which case they are entitled to an aggregate of eight weeks. The parental leave is unpaid although the employee may use accrued sick leave if applicable.

If the teacher is eligible for both parental leave and family medical leave and the reason for the leave is covered by both statutes the leave shall run simultaneously. Teachers taking parental shall not be required to take paid leave if they have paid leave available but may do so if they choose and are otherwise eligible.

An employee is required to provide at least two (2) weeks' notice of the anticipated start date of the leave. If for reasons beyond the teacher's control two (2) weeks is not feasible the teacher is required to give notice as soon as practical.

Conflicts With Family Medical Leave Act - The Family Medical Leave Act, as amended by the regulations of 2013, shall prevail if there is any conflict between the Act and this policy.

To the extent that M.G.L. Chapter 149, Section 105D, Parental Leave Act, provides greater family or medical leave rights than the Family Medical Leave Act of 1993, then M.G.L. Chapter 149, Section 105D shall prevail.

## **ARTICLE 24**

### **EDUCATIONAL LEAVE**

#### **Section 1.**

Leave of absence may be granted to teachers at the discretion of the superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

#### **Section 2.**

The Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging, or transportation) incurred by teachers who are required by the superintendent to attend workshops, seminars, or other approved professional improvement sessions.

It may pay all or part of such expenses of teachers whose request to attend similar courses it approves (provided, however, that such travel and amount shall have been provided for and are expendable in the existing School Department budget).

#### **Section 3.**

Teachers requesting reimbursement from the Committee under this Section will submit to the superintendent a voucher individually listing the expenses for which reimbursement is sought for his/her approval in whole or in part.

## **ARTICLE 25**

### **DELEGATES LEAVE**

Upon seven (7) days' written notice, the superintendent may approve a leave of absence for such time as he/she deems reasonable for officers and/or members of the Association, not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers Association or National Education Association conferences and/or conventions.

## **ARTICLE 26**

### **BEREAVEMENT LEAVE**

#### **Section 1.**

Full-time teachers will be allowed up to five (5) consecutive days' leave without loss of pay during the school year in case of death in the immediate family. The term "immediate family" means the teacher's spouse, child, father, mother (stepmother or stepfather), sister, brother, or grandparents.

#### **Section 2.**

An absence of two (2) days may be granted applicable to a teacher's in-laws or the grandparents of his/her spouse, unless said relative is a member of the immediate household, in which case he/she shall be entitled to three (3) days.

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

## **ARTICLE 27**

### **LEAVE OF ABSENCE**

A teacher may request a leave of absence without pay. The request must be in writing and state the reason and the length of time for which the leave is being requested. A request for a leave of absence may not exceed one (1) year. A request to extend a leave of absence may be submitted. The granting of any initial leave of absence or an extension is subject to the discretion of the superintendent of schools.

A teacher must notify the superintendent in writing by the first of March of the calendar year in which the leave terminates that he/she is returning to his/her position. The failure of a teacher to comply with this notice will be deemed a resignation from employment.

## **ARTICLE 28**

### **JURY DUTY**

The School Committee agrees to comply with the provisions of Massachusetts General Laws, Chapter 234A relative to the service and compensation of teachers on jury duty.

## **ARTICLE 29**

### **SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## ARTICLE 30

### SENIORITY—LAYOFF

#### Section 1.

Pursuant to the provisions of Massachusetts General Laws, Chapter 71, Section 42, the Association recognizes the right of a superintendent to lay off teachers pursuant to a reduction in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified.

If the superintendent determines to reduce the number of teachers employed, the following policy for reduction in personnel will be used:

- (a) Inasmuch as possible, normal attrition will be used whereby teachers who retire, resign or otherwise terminate their employment shall not be replaced if there are fully qualified teachers available who are capable to fill the position. Also included in this paragraph are those teachers without professional status whose employment the Committee determines not to renew.
- (b) Teachers who are not under regular contract or who are on a temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will be laid off next provided there are fully qualified teachers available who are capable to fill the position.
- (c) If it is not possible to reduce staff by the factors set forth in paragraphs (a) and (b) above, reductions will first be made among those teachers who have not attained professional teacher status in the department and classifications to be reduced, provided there are teachers with professional status who are currently certified to fill those positions.
- (d) In case of further reduction of the teaching staff, a teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is currently certified to fill.
- (e) If the superintendent determines that further reductions in staff are necessary which affect teachers with professional status, teachers will be reduced in the inverse order of their seniority in the disciplines set forth below, provided no teacher with such status shall be displaced by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to Massachusetts General Laws, Chapter 71, Section 38G, for the junior teacher's position. Deviation may be made in the seniority factor when the administration deems it to be in the interest of the School System. That decision shall be subject to a reasonableness standard.

#### Section 2.

#### Disciplines

For the purpose of this Article, disciplines shall be:

## (a) 7 – 12

1. English
2. Science (within the certification)
3. Mathematics
4. Social Studies
5. Foreign Language (within the certification)
6. Business Education
7. Family and Consumer Sciences
8. Technology Education
9. Guidance
10. Drama
11. Distributive Education
12. Medical Careers
13. Computers

## (b) K – 12

1. Music
2. Physical Education
3. Art
4. Special Needs (within the certification)
5. Health Education
6. Reading
7. Library
8. Audio/Visual
9. School Psychologist
10. Adjustment Counselor
11. English as a Second Language

For the purpose of this Section, seniority shall be deemed to mean total length of service in a professional position in the Winthrop Public Schools from the first day for which compensation was received including time spent on approved leaves of absence. Seniority will accumulate during periods of leaves of absence. Accrual of seniority while on an approved leave of absence shall be limited to three (3) years. Time spent working as a long-term substitute, paid on the teachers' salary schedule, shall count towards seniority.

For staff members presently working in the School System, including those on approved leaves of absence, all years of service in a professional position in Winthrop will count towards seniority. For all staff members hired after the adoption of this Agreement only continuous years of service including time spent on approved leaves of absence will count towards seniority.

Teachers will hold seniority as defined above, only in disciplines in which they are actually teaching at the commencement of any given school year. In the event two or more individuals commence work on the same day, their relative seniority shall be determined by their educational attainment as set forth in the salary schedule and if they are still equal, lots will be drawn to establish relative seniority.



Section 3. Notice

Except for unforeseen circumstances, teachers with professional status who are to be affected by a reduction in staff will be notified on or before May 25 of the school year preceding the school year in which the reduction is to take place.

Teachers without professional status will be notified on or before June 10 whenever such person is not to be employed in the following year.

Section 4. Bumping Rights

A teacher with professional status who is subject to layoff pursuant to the preceding Sections of this Article and who has taught in another discipline (and is currently certified therein) in the Winthrop School System within the last ten (10) years, will have the right to bump a less senior person in that discipline.

When a reduction of staff in Unit B results in the return of a Unit B member to Unit A, every reasonable effort will be made by the School Committee to ensure that this does not result in the additional layoff of a Unit A member with professional status during the first year of said reduction.

Section 5. Dismissal—Leave of Absence—Recall Rights

Teachers with professional status subject to a reduction in force may elect to treat such action as a dismissal under the provisions of Massachusetts General Laws, Chapter 71, Section 42.

In the event a teacher does not elect that option, but prefers to proceed under the contract and signs a waiver of the Section 42 hearing (in the form on page 44) the teacher shall be construed to be on unpaid leave of absence and shall be considered for recall under the provisions of this contract for a period of two (2) years.

Teachers will be recalled to their previous discipline in the inverse order of their layoff (last out, first back) provided the teacher is currently certified at the time of recall.

In the event that openings occur in other disciplines in which the teacher has actively taught within the Winthrop School System within the last ten (10) years and in the event that there are no teachers with professional status laid off from those disciplines, the laid-off teacher with professional status will be called back to those disciplines, provided the teacher is currently certified at the time of recall.

Section 6. Notice of Recall

Teachers with professional status will be notified of recall by certified mail at their last address on record at the Office of the Superintendent of Schools. A teacher with professional status shall have five (5) calendar days to notify the superintendent of his/her acceptance or rejection. Return of the undelivered certified letter by the Post Office will be considered a rejection of the teaching assignment.

Any teacher who rejects a recall without a reason which is acceptable to the superintendent will be removed from the recall list. The Association and the teacher will be notified of the removal from the list, in writing, within ten (10) school days.

If a teacher with professional status rejects a recall for reasons of illness or disability rendering the teacher unable to work or for other good reason approved by the superintendent, the teacher may remain on the recall list for the remaining period of his/her original recall period. Proof of illness or disability must be furnished to the superintendent, if requested, including a letter from an attending physician certifying the teacher's illness or disability rendering him/her unable to work.

All benefits to which a teacher with professional status was entitled at the time of his/her layoff including previously accumulated sick leave will be returned to him/her on recall.

#### Section 7. Seniority List

By October 1 of each year, the superintendent shall forward to the Association a seniority list of all teachers with professional status within the disciplines set forth above. The list will be posted in all school buildings. Should an individual choose to challenge his/her seniority status, written notice detailing the challenge will be sent to the superintendent and the Association within thirty (30) days of the posting of the seniority list. Within ten (10) days of the receipt of the challenge, the Association's representative shall meet with the superintendent in an attempt to resolve the challenge. If the parties are unable to resolve the challenge, the matter shall be submitted to expedited arbitration in accordance with Article VII of this Agreement.

Members of Unit B will be listed on the seniority list for informational purposes only in the appropriate discipline.

The seniority list provided to the Association shall contain the following information for each member of the bargaining unit:

Name  
Areas of certification  
Date of hire  
Current assignment

Also included will be a current list of all bargaining unit members on recall.

The Association agrees that implementation of the above will be delayed until the School Department obtains the necessary computer software.

#### Section 8. Substitutes—Insurance

- (a) Teachers released under the provisions of this Article shall be given initial consideration on the substitute list if they choose to be so recorded.
- (b) To the extent permitted by law and the Town's insurance contract, teachers shall be allowed to maintain insurance coverage by paying full premium to the Town during their recall period.

## SUPERINTENDENT'S COPY

In consideration of my being placed on involuntary unpaid leave of absence without loss of professional teacher status, seniority, insurance and other contractual benefits, I agree to waive my rights to a hearing under Massachusetts General Laws, Chapter 71, Section 42, and Section 43A, and Massachusetts General Laws, Chapter 32, Section 16 at the commencement and/or at the conclusion of my involuntary leave of absence. This waiver is for the express purpose of the specific reduction for which I have been notified on \_\_\_\_\_ pursuant to the collective bargaining agreement between the Association and the Committee and pursuant to statutory notice pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. In the event of my recall, this waiver is null and void.

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

## UNIT MEMBER'S COPY

In consideration of my being placed on involuntary unpaid leave of absence without loss of professional teacher status, seniority, insurance and other contractual benefits, I agree to waive my rights to a hearing under Massachusetts General Laws, Chapter 71, Section 42, and Section 43A, and Massachusetts General Laws, Chapter 32, Section 16 at the commencement and/or at the conclusion of my involuntary leave of absence. This waiver is for the express purpose of the specific reduction for which I have been notified on \_\_\_\_\_ pursuant to the collective bargaining agreement between the Association and the Committee and pursuant to statutory notice pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. In the event of my recall, this waiver is null and void.

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

## ASSOCIATION'S COPY

In consideration of my being placed on involuntary unpaid leave of absence without loss of professional teacher status, seniority, insurance and other contractual benefits, I agree to waive my rights to a hearing under Massachusetts General Laws, Chapter 71, Section 42, and Section 43A, and Massachusetts General Laws, Chapter 32, Section 16 at the commencement and/or at the conclusion of my involuntary leave of absence. This waiver is for the express purpose of the specific reduction for which I have been notified on \_\_\_\_\_ pursuant to the collective bargaining agreement between the Association and the Committee and pursuant to statutory notice pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. In the event of my recall, this waiver is null and void.

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

**ARTICLE 31****CHAPTER 766**

## Section 1.

No full-time teacher shall be required to substitute for a teacher who is participating in the Core Evaluation of a student when that teacher already has responsibility for a regular class at that time.

It shall not be the practice to ask a teacher to leave a building in order to substitute for a teacher who is participating in the Core Evaluation of a student unless that teacher has been relieved of his/her regular teaching responsibilities after the seniors have left.

## Section 2.

No teacher shall be deprived of a lunch period or a preparation period as a result of the participation in a Core Evaluation. The release time for teachers responsible for conducting report card conferences under the provisions of Article XV, Section 5, shall not be utilized for Core Evaluations unless the teacher agrees to do so. The Administration may, however, provide release time in addition to that provided for report card conferences to be utilized for Core Evaluations.

## Section 3.

Anyone who is participating in a Core Evaluation will be asked whether he/she is available on that date/time at least five (5) school days (or seven (7) days if vacation periods interfere) in advance of the anticipated scheduling of the meeting. An exception to the above would take place if an emergency Core Evaluation is being held under the provisions of Section 332 of the Regulations.

A teacher will notify a 766 Chairperson no later than three (3) days after notification of a scheduled meeting if the teacher is unable to attend the meeting. At the elementary level, if the teacher is not available on the date and time originally scheduled, the conference will be rescheduled to a date/time mutually agreed upon. At the secondary level, the meeting will be held at the scheduled time. If a teacher is unable to attend, a report, including recommendations, should be forwarded to the C.E.T. Chairperson prior to the scheduled meeting. There must be at least one (1) teacher representative at the C.E.T. meeting. Any teacher referring a student for Core Evaluation must be present at the Core Evaluation.

## Section 4.

It is recognized that the integration of students with special needs will place varying loads and demands upon the classroom teacher, based upon the individual needs of the particular student. In scheduling such students, efforts shall be made to ensure equitable distribution of these loads and demands on the teachers at a grade level and/or in a subject area.

## **ARTICLE 32**

### **AGENCY SERVICE FEE**

#### **Section 1.**

Pursuant to Massachusetts General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30<sup>th</sup>) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

#### **Section 2.**

In consideration of the School Committee's agreement to an agency fee provision, the Association hereby agrees to indemnify the School Committee, its agents, officers, and employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or other forms of liability however denominated which may arise out of, or by reason of any action by the School Committee, its agents, officers, and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for nonpayment, including all legal fees, costs, and damage awards incurred by the School Committee, its agents, officers, and employees.

#### **Section 3.**

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and 456 CMR 17:00.

## **ARTICLE 33**

### **SMALL NECESSITIES LEAVE ACT**

#### **Section 1.**

Teachers who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (Massachusetts General Laws, Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

#### **Section 2.**

To be entitled to leave, teachers must provide notice to the superintendent as follows:

- (a) If the need for leave is foreseeable, the teacher must request the leave not later than seven (7) days in advance;

- (b) If the need is not foreseeable, the teacher must notify the employer as soon as practicable under the particular circumstances of the individual case;
- (c) Teachers must complete the attached certificate form.

#### Teacher's Certification

I certify that on \_\_\_\_\_, I will/did take \_\_\_\_\_ hours of leave for the following purpose:

- \_\_\_\_\_ to participate in school activities related to the educational advancement of my son or daughter;
- \_\_\_\_\_ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations;
- \_\_\_\_\_ to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

### **ARTICLE 34**

#### **HEALTH AND SAFETY**

The parties agree to meet and create a protocol for teachers to report health and safety issues to the health and safety subcommittee of the Winthrop School Committee.

### **ARTICLE 35**

#### **DURATION**

##### Section 1.

This Agreement shall become effective as of September 1, 2018, and shall continue in full force and effect until August 31, 2019, and from year to year thereafter unless either party notifies the other prior to July 1, 2017, or any July 1 thereafter of its desire to terminate or modify the Agreement.

##### Section 2.

During negotiations, the Committee and the Association representatives will present relevant data, exchange points of view, and make proposals and counterproposals as each deems appropriate.

Either party may, if it desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.

Section 3.

In the event that any school or grade reorganization plan is to be implemented before the expiration of this Agreement, the Winthrop Teachers' Association reserves the right to propose relevant changes in the contract, and the Winthrop School Committee shall bargain in good faith regarding such proposals.

Section 4.

In the event that Winthrop voters approve an override or debt exclusion during the term of this Agreement, the Association may request a salary re-opener. Such bargaining would commence at the request of the Association and would be limited to compensation.

Section 5.

The Committee and the Association agree to commence bargaining for a successor agreement In October 2018.

Section 6.

The Teachers shall provide basic information on the school website (name, contact information and photograph)

Section 7.

The following positions shall be eliminated and removed from the list of positions that receive a stipend: Transportation Coordinator and Theater Manager.

IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_, 2018

WINTHROP TEACHERS' ASSOCIATION

WINTHROP SCHOOL COMMITTEE

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Chair

\_\_\_\_\_  
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### **SIDE LETTER OF AGREEMENT**

The Winthrop School Committee and the Winthrop Teachers' Association mutually agree that beginning in the spring of 2001 and continuing thereafter, unless modification of these terms is mutually agreed upon, the superintendent will appoint all athletic coaches and all co-curricular activity advisors not assigned to a particular school. All co-curricular activity advisors (including athletic coaches) assigned to one (1) school will be appointed by the principal of the school, subject to the approval of the superintendent.

The appointment of fall athletic coaches, co-curricular activity advisors and fall intramural advisors will occur no later than the end of the school year prior to the school year when the appointments are to be effective. Contracts will be issued to the appointees within one (1) week of such appointment.

The parties also agree that, at the superintendent's discretion, the words "subject to cancellation due to lack of minimum student enrollment in this activity" may be added to the terms of the contracts issued to the above advisors and coaches, with the exception of the advisors to the National Honor Society and Student Government.



## **APPENDIX A**

### **BASIC TEACHERS' SALARY SCHEDULE**

#### **Section 1.**

Effective with the 1997-2000 Agreement, salary steps do not necessarily reflect the number of years of teaching.

#### **Section 2.**

The Winthrop Teachers Association Basic Salary Schedule for the period 9/1/2017-6/29/2018 which is contained in Appendix A of the current agreement shall be increased by 1% effective September 1, 2018.

The Winthrop Teachers Association Basic Salary Schedule for the period 9/1/2018-6/30/19 shall be increased by 1% effective June 30, 2019.

The 2018-2019 school year for teachers shall be 181 days as teachers will not be required to attend professional development days previously scheduled before the start of the school year. The 183 school year will be reinstated for the 2019-2020 school year.

#### **Section 3.**

Applicants for movement to the new B+30, M+45, and M+60 columns must have completed at least nine (9) new credits after June, 2004 to qualify.

#### **Section 4.**

Effective the 2011-2012 teacher work year and thereafter, any additional days negotiated into the agreement beyond the 183 days worked for the 2010-2011 work year will be compensated at the rate of .5% per each additional day.

## APPENDIX A

## BASIC TEACHERS' SALARY SCHEDULE

Winthrop Salary Chart 6/30/2018 - 8/31/2018***										
		1% increase on 6/30/2018						CAGS or 2		
STEP	BACH	B + 15	B + 30	MAST	M + 15	M + 30	M + 45	Masters	M + 60	DOCT**
1	\$42,622	\$43,924	\$45,301	\$46,031	\$47,158	\$48,284	\$49,663	\$50,365	\$51,066	\$52,234
2	\$44,734	\$46,031	\$47,409	\$47,970	\$49,101	\$50,229	\$51,607	\$52,308	\$53,009	\$54,177
3	\$46,759	\$48,042	\$49,418	\$50,153	\$51,280	\$52,420	\$53,796	\$54,497	\$55,198	\$56,366
4	\$51,369	\$52,666	\$54,045	\$54,760	\$55,890	\$57,027	\$58,405	\$59,106	\$59,806	\$60,976
5	\$53,945	\$55,248	\$56,626	\$57,346	\$58,485	\$59,607	\$60,985	\$61,687	\$62,388	\$63,556
6	\$56,454	\$57,758	\$59,136	\$59,856	\$60,994	\$62,120	\$63,497	\$64,198	\$64,899	\$66,067
7	\$62,279	\$63,575	\$64,952	\$65,604	\$66,727	\$67,869	\$69,247	\$69,948	\$70,649	\$71,817
8	\$68,309	\$69,699	\$71,076	\$71,705	\$72,555	\$73,407	\$74,844	\$75,544	\$76,245	\$77,414
9				\$74,831	\$76,053	\$76,201	\$77,579	\$78,281	\$78,982	\$80,150
10						\$80,825	\$82,202	\$82,903	\$83,604	\$84,772

\*eliminated,  
except for  
those  
grandfathered  
in

\*\*\*must be  
in  
education  
or subject  
area(s)  
being  
taught

<b>Winthrop Salary Chart 9/1/2018-6/30/2019</b>										
		1% increase on 6/30/2019					<b>CAGS or 2</b>			
<b>STEP</b>	<b>BACH</b>	<b>B + 15</b>	<b>B + 30</b>	<b>MAST</b>	<b>M + 15</b>	<b>M + 30</b>	<b>M + 45</b>	<b>Masters</b>	<b>M + 60</b>	<b>DOCT**</b>
1	\$43,048	\$44,363	\$45,754	\$46,492	\$47,629	\$48,767	\$50,160	\$50,868	\$51,577	\$52,756
2	\$45,181	\$46,492	\$47,883	\$48,450	\$49,592	\$50,731	\$52,123	\$52,831	\$53,539	\$54,718
3	\$47,227	\$48,523	\$49,912	\$50,655	\$51,792	\$52,945	\$54,334	\$55,042	\$55,750	\$56,929
4	\$51,882	\$53,192	\$54,585	\$55,308	\$56,449	\$57,597	\$58,989	\$59,698	\$60,405	\$61,585
5	\$54,485	\$55,801	\$57,193	\$57,920	\$59,069	\$60,204	\$61,595	\$62,304	\$63,012	\$64,191
6	\$57,019	\$58,335	\$59,727	\$60,455	\$61,604	\$62,741	\$64,132	\$64,840	\$65,548	\$66,728
7	\$62,902	\$64,211	\$65,601	\$66,260	\$67,394	\$68,548	\$69,939	\$70,648	\$71,356	\$72,535
8	\$68,992	\$70,396	\$71,787	\$72,422	\$73,281	\$74,141	\$75,592	\$76,300	\$77,008	\$78,188
9				\$75,579	\$76,814	\$76,963	\$78,355	\$79,064	\$79,772	\$80,951
10						\$81,633	\$83,024	\$83,732	\$84,440	\$85,620
*eliminated, except for those grandfathered in						**must be in education or subject area(s) being taught				

**APPENDIX B**  
**SPORTS**  
**2018-2019**

ACTIVITY	MINIMUM	MIDDLE	MAXIMUM
<b>Football</b>			
Varsity Coach	\$8,665	\$9,083	\$9,607
Asst. Coach	\$4,467	\$4,735	\$5,140
Asst. Coach	\$4,467	\$4,735	\$5,140
JV Coach	\$3,709	\$3,911	\$4,248
JF Coach	\$3,709	\$3,911	\$4,248
Freshman Coach	\$2,949	\$3,085	\$3,354
Freshman Coach	\$2,949	\$3,085	\$3,354
 <b>Boys Soccer</b>			
Varsity Coach	\$3,202	\$3,335	\$3,605
Asst. Coach	\$1,882	\$2,018	\$2,285
JV Coach	\$1,648	\$1,758	\$2,033
Freshman Coach	\$1,414	\$1,499	\$1,585
 <b>Girls Soccer</b>			
Girls Varsity Coach	\$3,202	\$3,335	\$3,605
Girls Asst. Coach	\$1,882	\$2,018	\$2,285
Girls JV Coach	\$1,648	\$1,758	\$2,033
Girls Freshman Coach	\$1,414	\$1,499	\$1,585
 <b>Golf</b>			
Varsity Coach	\$2,177	\$2,313	\$2,582
Asst. Coach	\$1,029	\$1,164	\$1,433
 <b>Cross Country</b>			
Varsity Coach	\$2,130	\$2,197	\$2,397
 <b>Boys Indoor Track</b>			
Boys Varsity Coach	\$2,580	\$2,714	\$2,984
Boys Asst. Coach	\$1,817	\$1,950	\$2,222
 <b>Girls Indoor Track</b>			
Girls Varsity Coach	\$2,580	\$2,714	\$2,984
Girls Asst. Coach	\$1,817	\$1,950	\$2,222
 <b>Boys' Basketball</b>			
Varsity Coach	\$5,321	\$5,754	\$5,994
Asst. Coach	\$3,766	\$3,903	\$4,306
JR Coach	\$2,929	\$3,065	\$3,333

Freshman Coach	\$2,396	\$2,532	\$2,802
Girls' Basketball			
Varsity Coach	\$5,321	\$5,754	\$5,994
Asst. Coach	\$3,766	\$3,903	\$4,306
JV Coach	\$2,929	\$3,065	\$3,333
Freshman Coach	\$2,396	\$2,532	\$2,802
Gymnastics			
Varsity Coach	\$3,079	\$3,215	\$3,485
Wrestling			
Varsity Coach	\$3,353	\$3,555	\$3,756
Boys Hockey			
Varsity Coach	\$5,589	\$5,725	\$5,994
Asst. Coach Assistant	\$3,199	\$3,330	\$3,598
JV Coach	\$2,132	\$2,266	\$2,536
Girls Hockey			
Varsity Coach	\$5,589	\$5,725	\$5,994
Asst. Coach Assistant	\$3,199	\$3,330	\$3,598
JV Coach	\$2,132	\$2,266	\$2,536
Field Hockey			
Varsity Coach	\$2,311	\$2,580	\$2,984
Junior Varsity Coach	\$1,682	\$1,884	\$2,222
Tennis			
Boys' Varsity Coach	\$2,313	\$2,380	\$2,583
Girls' Varsity Coach	\$2,313	\$2,380	\$2,583
Girls & Boys Assistant	\$1,029	\$1,164	\$1,433
Boys Track (Spring)			
Varsity Head	\$3,381	\$3,517	\$3,785
Asst. Coach	\$2,353	\$2,488	\$2,757
JV Coach	\$1,981	\$2,115	\$2,385
Girls Track (Spring)			
Varsity Coach	\$3,381	\$3,517	\$3,785
Asst. Coach	\$2,353	\$2,488	\$2,757
JV Coach	\$1,981	\$2,115	\$2,385
Baseball			
Varsity Coach	\$4,084	\$4,218	\$4,487

Asst. Coach	\$2,825	\$2,958	\$3,229
JV Coach	\$2,378	\$2,514	\$2,781
Freshman Coach	\$1,414	\$1,499	\$1,585

## Softball

Varsity Coach	\$4,084	\$4,218	\$4,487
Asst. Coach	\$2,825	\$2,958	\$3,229
JV Coach	\$2,378	\$2,514	\$2,781
Freshman Coach	\$1,414	\$1,499	\$1,585

## Boys Lacrosse

Varsity Coach	\$4,084	\$4,218	\$4,487
Asst. Coach	\$2,825	\$2,958	\$3,229
JV Coach	\$2,378	\$2,514	\$2,781

## Girls Lacrosse

Varsity Coach	\$4,084	\$4,218	\$4,487
Asst. Coach	\$2,825	\$2,958	\$3,229
JV Coach	\$2,378	\$2,514	\$2,781

## Sailing

Varsity Coach	\$2,626	\$2,762	\$2,898
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## Intramurals

Coordinator			\$1,880
Boys (3 Seasons) Per Season			\$1,273
Girls (3 Seasons) Per Season			\$1,273

## Fall Cheerleading

Varsity Coach			\$2,582
Assistant Coach			\$1,433
JV Coach			\$1,104

## Winter Cheerleading

Varsity Coach			\$2,582
Assistant Coach			\$1,433
JV Coach			\$1,104

## APPENDIX C

### NON-SPORTS EXTRA-CURRICULAR ACTIVITIES

#### APPENDIX C

#### NON-SPORTS EXTRA-CURRICULAR ACTIVITIES

POSITION	2018-2019
Concert Band Director	\$2,173
Marching Band Instructor	\$2,871
High School Chorus Director	\$2,102
ECHO Year Book Advisor	\$3,428
National Honor Society Advisor	\$2,062
Student Council Advisor	\$2,732
S.A.D.D. Advisor	\$1,643
High School Newspaper Advisor, per issue (3)	\$ 979
SAT Advisor (2 Positions)	\$2,062
SAT Coordinator	\$1,644
AP Advisor	\$1,407
International Student Mentor (2)	\$2,759
Class Advisors:	
Senior	\$2,732
Junior	\$1,715
Sophomore	\$1,369
Freshman	\$1,369
School Play Director (Fall)	\$2,021
School Play Director (Winter)	\$2,021
School Play Director (Spring)	\$2,021
Drama Tech Advisor (Fall)	\$ 528
Drama Tech Advisor (Winter)	\$ 528
Drama Tech Advisor (Spring)	\$ 528
Production Manager (Fall)	\$ 772
Production Manager (Winter)	\$ 772
Production Manager (Spring)	\$ 772
Choreographer	\$2,155
Music Director	\$2,155
High School Detention Monitor	\$2,648
GSA Advisor	\$1,171
District Webmaster	\$4,414
Math Club Advisor	\$1,646
Quiz Bowl Advisor	\$2,062
Personal Fitness Club Advisor	\$2,062
Art Club Advisor	\$2,642
Chess Club Advisor	\$1,217
Media Club Advisor	\$1,644
Mock Trial Advisor	\$1,644

Outdoors Club Advisor	\$1,644
Olweus Advisor	\$1,752
Middle School Yearbook Advisor	\$1,369
Middle School Drama Advisor (2 Plays)	\$2,021
Middle School Choreographer (1 Play)	\$2,155
Middle School Music Director (1 Play)	\$2,155
Middle School Geography Bee Advisor	\$1,079
Middle School Spelling Bee Advisor	\$1,079
Middle School Quiz Bowl Advisor	\$2,424
Middle School Law Day Advisor	\$1,079
Middle School Saturday Sch. (2)(Det. Monitor)	\$1,050
Middle School Stem Coach	\$1,079
Middle School Math Data Coach	\$1,079
Middle School Chorus Director	\$2,021
Middle School Math League Advisor	\$1,079
Middle School Student Council Advisor	\$1,939
Middle School Band Director	\$5,410
Percussion Specialist	\$1,623
Woodwind Specialist	\$1,623
Washington DC Coordinator	\$ 551
Elementary Band Director	\$5,410



**APPENDIX D****LEAD TEACHERS, TEAM LEADERS**

POSITION	2018-2019
Mentoring Director Elementary	\$3,699
Mentoring Director Secondary	\$3,699
Mentors	\$1,386
Coordinator of ELL Program	\$8,584
 Lead Teacher - High School	
English	\$1,752
Mathematics	\$1,752
Science	\$1,752
Social Studies	\$1,752
World Languages	\$1,752
Creative Arts	\$1,752
Guidance	\$1,752
 Lead Teachers - Middle School	
English	\$1,752
Mathematics	\$1,752
Science	\$1,752
Social Studies	\$1,752
Grade 6	\$1,752
 Lead Teachers -Elementary	
Kindergarten (2)	\$1,752
Grade One - Math	\$1,752
Grade One - ELA	\$1,752
Grade Two - Math	\$1,752
Grade Two - ELA	\$1,752
Grade Three - Math	\$1,752
Grade Three - ELA	\$1,752
Grade Four - Math	\$1,752
Grade Four - ELA	\$1,752
Grade Five - Math	\$1,752
Grade Five - ELA	\$1,752
 Middle School - Team Leaders	
Grade 6 (2)	\$1,282
Grade 7 (2)	\$1,282

Grade 8 (2)	\$1,282
Grade 9 (2)	\$1,282
IT Building Reps	
W.P. Gorman Fort Banks Elem.	\$1,752
A.T. Cummings Elem.	\$1,752
Middle School	\$1,752
High School	\$1,752

Lead teachers will submit to the principal copies of the agendas and minutes of the monthly meetings with members of their departments. The lead teachers will also meet with the curriculum coaches or the designee of the superintendent during no more than three (3) early release afternoons. Stipends will be paid in the first paycheck in June provided that all documentation has been provided to and approved by the building principal.

## APPENDIX E

### CRIMINAL OFFENDER RECORDS INFORMATION (CORI) REVIEW POLICY

#### BACKGROUND CHECKS

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by a school committee, the chair of the School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. “Contact” refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

#### **Requesting CHRI (Criminal History Record Information) checks**

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply

with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

### **Access to CHRI**

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any

purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

### **Storage of CHRI**

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

### **Retention and Destruction of CHRI**

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests,
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

### **CHRI Training**

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

### **Determining Suitability**

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

- The name and date of birth of the employee or applicant;
- The date on which the school employer received the national criminal history check results; and,
- The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

#### **Relying on Previous Suitability Determination.**

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

#### **Adverse Decisions Based on CHRI**

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

Provide the individual with a copy of his/her CHRI used in making the adverse decision;

Provide the individual with a copy of this CHRI Policy;

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI;

and

Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

### **Secondary Dissemination of CHRI**

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The following information will be recorded in the log:

- Subject Name;
- Subject Date of Birth;
- Date and Time of the dissemination;
- Name of the individual to whom the information was provided;
- Name of the agency for which the requestor works;
- Contact information for the requestor; and
- The specific reason for the request.

### **Reporting to Commissioner of Elementary and Secondary Education**

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

**The attached Statewide Applicant Fingerprint Identification Services (SAFIS) Form will be given to school employees who must comply with the background check policy.**

One Metcalf Square  
Winthrop, MA 02152

**REQUIRED**

**STATEWIDE APPLICANT FINGERPRINT IDENTIFICATION SERVICES  
(SAFIS)**

As part of the Commonwealth of Massachusetts Statewide Applicant Fingerprint Identification Services (SAFIS) program, all school employees must go through a state and national criminal history record check.

In order to comply with this program, all employees must go to the following website <http://www.identogo.com/FP/Massachusetts.aspx>. The site will provide information and closest location (Beverly, Dorchester, Tewksbury or Wilmington) to make an appointment to have your criminal record check completed, which includes fingerprinting. At the time of your fingerprinting, you will receive a receipt which is proof that you have completed the process. This receipt needs to be returned to the Superintendent's office.

Winthrop Public Schools ID# 03460000

Name of Applicant \_\_\_\_\_  
(please print)

Position \_\_\_\_\_

School \_\_\_\_\_

## **APPENDIX F**

### **EVALUATION REPORT FORMS**

Form A:	Comprehensive Evaluation Report
Form B:	Short Form Evaluation Check List
Form C:	Pre-Observation Conference Form
Form D:	Report of Classroom Visitation or Structured Conference
Form E:	Post-Observation Conference and Self-Reflection Form
Form F:	Final Self-Reflection Form (Non-Status Teachers)



**WINTHROP PUBLIC SCHOOLS**  
**Form A**  
**Comprehensive Evaluation Report**

School Year \_\_\_\_\_

Date of Classroom Visits \_\_\_\_\_

Date of Conference \_\_\_\_\_

Teacher \_\_\_\_\_ Subject(s)/Grade Level \_\_\_\_\_

The attached Form A Comprehensive Evaluation Report (bullet style) can be used in the following ways:

- As the final evaluation of non-professional status teachers. Earlier evaluations must have been done by the approved RBT method.
- As the only evaluation for half of the professional status teachers who are due to be evaluated in any given year. Twenty-five percent of the professional status teachers due to be evaluated must receive a scripted RBT evaluation. No teacher can receive two (2) Form A evaluations in a row.

Comments are not required unless the evaluator has indicated that an area is unsatisfactory. Teachers, as always, have the opportunity to fill out the last page of this evaluation if they wish to.

**PLEASE CHECK if appropriate:**

- ☐ Needs significant improvement. If the non-professional status teacher is recommended for re-appointment, a specific plan for improvement will be developed by the principal with input from the teacher.

- ☐ Recommended for Re-Appointment (yes/no) \_\_\_\_\_

Type of Contract: 1<sup>st</sup> Year \_\_\_\_\_ 2<sup>nd</sup> Year \_\_\_\_\_ 3rd Year \_\_\_\_\_ Professional Status \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**The signature of the teacher means only that he/she has read this document. The teacher may attach a written statement of his/her own provided he/she does so within two (2) working days.**

FORM A (Continued)

**I. Currency in the Curriculum**

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher is up to date regarding curriculum content:

- Demonstrates a working knowledge of the core curriculum.
- Frames curriculum around essential questions in the discipline that provide opportunities for reasoning, logic, analysis, and synthesis when planning units, lessons, and assignments.
- Keeps current in field and applies knowledge to the instructional program.
- Contributes to the ongoing evaluations of the curriculum.

Comments:

**II. Effective Planning and Assessment of Curriculum and Instruction**

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher plans instruction effectively:

- Has a personal vision of committed, confident learners and uses that vision to guide learning goals, expectations, and standards.
- Sets short-term and year-long goals for curricular units which derive from unifying themes of fundamental importance to students' present or future lives.
- Uses materials and resources, including technologies, that are appropriately matched to those needs.
- 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.
- Seeks out and collaborates with school-based specialists, resource personnel, including technology specialists, and administrators to better design curriculum or instructional modifications to meet special learning needs of students and support all students to learn and apply a challenging core curriculum.
- Plans engaging ways to introduce each unit of study.
- Plans frequent instructional opportunities where students are interacting with ideas, materials, teachers, and one another.
- Design curricular experiences in which students take increasing responsibility for their own thinking.
- Integrates the teaching of reading, listening, writing, speaking, viewing, and the use of appropriate learning tools (e.g., calculators and computers) within the disciplines.

Comments:

The teacher plans assessment of student learning effectively:

- Determines specific and challenging standards for student learning.
- Develops and uses authentic assessment which describes a student's learning process as well as his/her learning achievements.
- Incorporates time for individual and interactive reflection including response journals, debriefing, and group discussions.

Comments:

The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate:

- Regularly uses a variety of formal and informal authentic assessments of students' achievement and progress for instructional revisions and decision-making.
- Implements evaluation procedures that appropriately assess the objectives taught.
- Communicates student progress to parents, students, and staff members in a timely fashion using a range of information, for example: attendance, progress reports, the quality and quantity of student work.
- Uses individual and group data appropriately, maintaining confidentiality concerning individual student data and achievement.

Comments:

### III. Effective Management of Classroom Environment

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher creates an environment that is positive for student learning and involvement:

- Implements instructional opportunities where students are interacting with ideas, materials, teachers, and one another.
- Demonstrates openness to student challenges about information and ideas.
- Uses classroom time and classroom space to promote optimal learning.
- Understands principles and patterns of child growth and development and uses this knowledge in working with students.
- Establishes classroom procedures that maintain a high level of students' time-on-task and that ensure smooth transitions from one activity to another.
- Maintains systematic approach to discipline by establishing and administering a consistent and fair set of rules supporting appropriate expectations.
- Manages routines effectively.
- Maintains appropriate professional boundaries with students.
- Serves as a positive role model for students.

Comments:

### IV. Effective Instruction

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher makes learning goals clear to students:

- Makes connections between concepts taught and students' prior knowledge and experiences.
- Regularly checks for students' understanding of content and concepts and progress on skills.
- Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies.
- Remediate, reteaches, or extends teaching to meet individual and/or group needs.
- Communicates clearly in writing and speaking; uses precise language.
- Understands and shows students the relevance of the subject to life-long learning.

Comments:

The teacher uses appropriate instructional techniques:

- Uses a variety of teaching strategies, including cooperative, peer and project-based learning; audio-visual presentations, lecture, discussions and inquiry, practice and application; and the teaching of others.
- Provides options for students to demonstrate competency and mastery of new material, including written work, plays, art work, oratory, visual presentations, exhibitions, and portfolios.
- Uses a variety of appropriate materials in order to reinforce and extend skills, accommodate learning styles, and match instructional objectives.
- Causes students to become cognitively active in summarizing important learning and integrating it into prior knowledge.

Comments:

The teacher uses appropriate questioning techniques:

- Uses a variety of questioning techniques, including those which encourage and guide critical and independent thinking and the development of ideas.
- Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented.

Comments:

The teacher evaluates, tries innovative approaches, and varies instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn:

- Regularly tries innovative approaches to improve instructional practices.
- Continually evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence about learning.
- Assesses instructional strategies in authentic ways by comparing intended and actual learning outcomes.

Comments:

## V. Promotion of High Standards and Expectations for Student Achievement

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher communicates learning goals and high standards and expectations to students:

- Regularly communicates objectives or learning outcomes to students.
- Regularly provides feedback to students on their progress on goals and objectives.
- Communicates standards, expectations, and guidelines regarding quality and quantity of students' work, work procedures, and interpersonal behavior to students and parents.
- Models the skills, attitudes, values, and processes central to the subject being taught.

Comments:

**FORM A (Continued)**

The teacher promotes confidence and perseverance in students that stimulate increased personal student responsibility for achieving the goals of the curriculum:

- Uses prompt feedback and student goal-setting in order to increase student motivation and ownership of learning.
- Develops and supports students' awareness of themselves as learners and their ability to overcome self-doubts associated with learning to take risks.
- Nurtures students' eagerness to do challenging work and provides incentive, interest, and support for students to take responsibility to complete such tasks successfully.
- Acts on the belief that all students can learn and that virtually all can master a challenging core curriculum with appropriate modifications of instruction.
- Encourages and supports students needing extra help and secures student cooperation and participation in extra help sessions.
- Identifies students who are not meeting expectations and develops a plan that designates the teacher's and students' responsibilities regarding learning.
- Demonstrates attitudes of fairness, courtesy, and respect that encourage students' active participation and commitment to learning.
- Builds positive relationships with students and parents to enhance students' abilities to learn effectively.
- Recognizes and responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participation in class.

Comments:

## **VI. Promotion of Equity and Appreciation of Diversity**

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher strives to ensure equitable opportunities for student learning:

- Provides opportunities to include all students in the full range of academic programs, activities, and extra-curricular activities.
- Addresses the needs of a diverse student population by applying and adapting constitutional and statutory laws, state regulations, and the Board of Education policies and guidelines.

Comments:

The teacher demonstrates appreciation for and sensitivity to the diversity among individuals:

- Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
- Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body.
- Functions effectively in a multilingual, multicultural, and economically diverse society.

Comments:

**VII. Fulfillment of Professional Responsibility**

Satisfactory \_\_\_\_ Unsatisfactory \_\_\_\_

The teacher is constructive and cooperative in interactions with parents and receptive to their contributions:

- Keeps parents informed of student's progress and works with them, in culturally appropriate ways, to aid in the total development of the student.
- Maintains professional boundaries with parents.
- Works constructively with others to identify school problems and suggest possible solutions.
- Works collaboratively with other staff in planning and implementing interdisciplinary curriculum, instruction, and other school programs and shares expertise and new ideas with colleagues.
- Participates in student or school activities.
- Cooperates with other teachers about students' overall workload.

Comments:

The teacher is a reflective and continuous learner:

- Reflects about and acts on what students need to know and be able to do and what the teacher can do to foster learning.
- 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.
- Participates in activities that demonstrate a commitment to the teaching profession.
- Seeks out information in order to grow and improve as a professional.
- Is receptive to suggestions for growth and improvement.

Comments:

## VIII. To Be Completed by the Teacher

This section is included to allow the teacher to make comments or present information that will make this evaluation more complete. Teachers should feel free to comment on any area not fully developed within the evaluation instrument. This may include, but need not be limited to, special projects or committee work engaged in, evidence of professional growth, or particular involvement in school activities. Attach additional sheets if necessary.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**WINTHROP PUBLIC SCHOOLS**  
**Form B**  
**Short Form**  
**Evaluation Checklist**

Date of Conference \_\_\_\_\_

Teacher Name \_\_\_\_\_

Please check:

- ☐ We have reviewed the Principles of Effective Teaching as related to the individual teacher named above.

Comments (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- ☐ We have reviewed the teacher's Individual Professional Development Plan.

Comments (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please use the other side of this sheet if addition space is needed.**

**Final Evaluation:**

I. Currency in the Curriculum	Satisfactory ____ Unsatisfactory ____
II. Effective Planning and Assessment of Curriculum and Instruction	Satisfactory ____ Unsatisfactory ____
III. Effective Management of Classroom Environment	Satisfactory ____ Unsatisfactory ____
IV. Effective Instruction	Satisfactory ____ Unsatisfactory ____
V. Promotion of High Standards & Expectations for Student Achievement	Satisfactory ____ Unsatisfactory ____
VI. Promotion of Equity and Appreciation of Diversity	Satisfactory ____ Unsatisfactory ____
VII. Fulfillment of Professional Responsibility	Satisfactory ____ Unsatisfactory ____

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

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**The signature of the teacher means only that he/she has read this document. The teacher may attach a written statement of his/her own provided he/she does so within thirty (30) calendar days.**



**WINTHROP PUBLIC SCHOOLS**  
**Form C**  
**Pre-Observation Conference Form**

Name: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Grade: \_\_\_\_\_

Subject: \_\_\_\_\_

**Teacher: Please fill out this form in advance and bring it to the pre-conference. Use the back of the form if more space is needed.**

Briefly describe the lesson. If applicable, how does this lesson relate to previous instruction?

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What should students know or be able to do when the lesson (unit) is over?

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What assessment strategies will you use? How will you check frequently and broadly across large numbers of students? \_\_\_\_\_

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---

What strategies will you use to explain the concept(s) in order to reach the visual, auditory, and kinesthetic learners? \_\_\_\_\_

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---

Which Curriculum Frameworks Standards are being addressed? \_\_\_\_\_

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How do you plan to address the recommendations made during your last evaluation? (Please write N/A if this is your first evaluation or if there were no previous recommendations made.)

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**TO BE FILLED OUT AT THE PRE-CONFERENCE WITH THE EVALUATOR:**

A major focus of the classroom visit will be: (Circle one of the major parameters of teaching and all appropriate sub-areas and initial below to indicate that both parties acknowledge the areas of focus.)

**Management** – Attention – Momentum – Discipline – Space – Time – Routines

**Instructional Strategies** – Clarity – Principles of Learning – Models of Teaching

**Motivation** – Expectations – Personal Relationship Building – Class Climate

**Curriculum Planning** – Objectives – Curriculum Design – Overarching Objectives

The teacher has been given a copy prior to the Classroom Observation.

**Teacher initials** \_\_\_\_\_

**Evaluator initials** \_\_\_\_\_

**WINTHROP PUBLIC SCHOOLS**  
**Form D**  
**Report of Classroom Visitation or Structured Conference**

Please check one:     \_\_\_ Classroom Visitation     \_\_\_ Structured Conference

Evaluator: If this is a conference, please be sure to note any recommendations for growth that you made and discussed during this meeting so that they will be incorporated into your classroom observation report.

Name: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

Grade: \_\_\_\_\_ Subject: \_\_\_\_\_ Length of Visit: \_\_\_\_\_

Announced \_\_\_\_\_ or Unannounced \_\_\_\_\_

**Area(s) Pre-Selected for Observation**

Please check appropriate area(s):

**Management**

- ☐ Attention
- ☐ Momentum
- ☐ Discipline
- ☐ Space
- ☐ Time
- ☐ Routines

**Instructional Strategies**

- ☐ Clarity
- ☐ Principles of Learning
- ☐ Models of Teaching

**Motivation**

- ☐ Expectations
- ☐ Personal Relationship Building
- ☐ Class Climate

**Curriculum Planning**

- ☐ Objectives
- ☐ Curriculum Design
- ☐ Overarching Objectives

1. Evaluator's description of the visit. **Please see attached.**

2. Check one of the following:

\_\_\_\_\_ Follow-up recommendations are included in the attached report. The evaluator and the teacher should revisit these during the next pre-conference and classroom observation.

\_\_\_\_\_ No recommendations are being made at this time.

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

The signature of the teacher means only that he/she has read this document. The teacher may attach a written statement of his/her own within thirty (30) calendar days.

Evaluator: Please be sure to note any recommendations for growth that you made and discussed during this meeting so that they will be incorporated into your classroom observation report.

**WINTHROP PUBLIC SCHOOLS**  
**Form E**  
**Post-Observation Conference and Self-Reflection Form**

Name: \_\_\_\_\_ Date/Time of Meeting: \_\_\_\_\_/\_\_\_\_\_  
 Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

**Teacher: Please review these questions in advance and be prepared to discuss them at the post-conference. Feel free to make notes for your own use. Expect the evaluator to discuss most of these and other topics.**

**Evaluator: Please make notes on your copy of this sheet.**

1. How do you think the lesson went? What were the strengths and weaknesses of the lesson?
  
2. What changes will you make (if necessary) to this lesson if you use it again?
  
3. What did the students know and/or what were they able to do when the lesson (unit) ended? Did this match your goals for the lesson (unit)?
  
4. How effective were your assessment strategies? Explain why you feel that way.
  
5. During the pre-conference, a focus area was selected for the classroom observation. Reflect on the impact this area had on the lesson.
  
6. Please list all courses, workshops, and other things you have done to stay current in curriculum during the past school year.

**WINTHROP PUBLIC SCHOOLS**  
**Form F**  
**Final Self-Reflection Form**  
**(Non-Status Teachers)**

Name: \_\_\_\_\_  
Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

**Teacher:** After meeting with your evaluator for the final time this year, please return this form to your evaluator no later than **June 1**. Please use the back of this form if you need more space. This will be attached to your Comprehensive Evaluation Report.

1. Based on discussions with my evaluator, I have set the following goals for next year:
2. Yes/No – I have developed my own personal professional development plan. If no, I understand that I must have a plan in place for September.

## APPENDIX G

### LETTER OF UNDERSTANDING

#### THE WINTHROP SCHOOL COMMITTEE AND THE WINTHROP TEACHERS' ASSOCIATION AGREE THAT:

1. Upon the recommendation of the superintendent and approval of the School Committee, the school-age children of nonresident teachers employed by the Winthrop Public Schools may enroll, without charge for tuition, in the Winthrop Public Schools, subject to the following conditions:
  - (a) The child may attend the Winthrop Public Schools only after a determination has been made that there is an available seat. If the number of nonresident students seeking acceptance exceeds the number of available seats, the students shall be selected by lottery. The Committee shall be under no obligation to over-crowd a classroom or hire additional staff to fulfill the terms of this side letter.
  - (b) The Winthrop School Committee shall be under no financial obligation or liability for any Chapter 766, bilingual, or other special program expense in regard to nonresident children.
  - (c) The Winthrop School Committee shall be under no obligation to supply transportation to such nonresident children.
  - (d) A nonresident child enrolled in the Winthrop Public Schools pursuant to this Letter of Understanding may remain in the School System as long as (1) the parent is employed by the Winthrop Public Schools; (2) the child abides by the rules and regulations of the School System; (3) there is no additional cost to the Winthrop Public Schools under paragraphs 1(b) and 1(c); and (4) the terms of this Letter of Understanding remain in effect.
2. An individual teacher with or without the Winthrop Teachers' Association may request to meet with the School Committee to review an unfavorable decision; however, any decision of the School Committee made pursuant to the terms of this Letter of Understanding shall not be grievable or arbitrable.
3. The effective dates of the Letter of Understanding shall be September 1, 2015, through August 31, 2018.

**APPENDIX H**  
**WINTHROP SCHOOL DEPARTMENT**  
**ACCESS TO KEYS POLICY**

I, \_\_\_\_\_, an employee at the \_\_\_\_\_ School in Winthrop, Massachusetts, acknowledge that I have been given keys to the \_\_\_\_\_ School. I understand and agree that as a recipient of the keys to the school I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from \_\_\_\_\_, nor am I permitted to transfer, give, or loan the keys to any individual who has not been authorized by \_\_\_\_\_, principal of the \_\_\_\_\_ School to receive a set of keys.

A violation of this policy may subject me to discipline.

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

# **APPENDIX I**

## **ELECTRONIC COMMUNICATION SYSTEM/NETWORK ACCEPTABLE USE POLICY STAFF**

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail and e-mail, in a responsible, legal, and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

### **PURPOSE**

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

### **ACCEPTABLE USE**

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes, or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

- (a) Using the system/network for personal or recreational purposes or activities.
- (b) Sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission.
- (c) Accessing discussion groups or "chat rooms" whose purpose is not primarily educational.
- (d) Using the system/network to buy, sell, or advertise anything, without permission.
- (e) Using the system/network for gambling purposes.
- (f) Using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office.
- (g) Using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal, or otherwise objectionable messages or materials via the system/network. Employees also are prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials.

- (h) Using the system/network for illegal purposes, in support of illegal activities, in a manner that violates any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses.
- (i) Using another person's password or pretending to be someone else when using the system/network.
- (j) Accessing, reading, altering, deleting or copying another user's messages or data without express written approval.
- (k) Attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/network.
- (l) Installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses, and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

### **MONITORED USE**

All messages and information created, sent, or retrieved on the system/network are the property of the Winthrop Public Schools and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

E-mail messages are public records, subject to disclosure under Massachusetts General Laws, Chapter 66, Section 10. E-mail communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection and copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in e-mail messages, because such messages are not privileged and are subject to discovery in litigation against the school district.



## **LIABILITY**

The Winthrop Public Schools assumes no responsibility or liability for:

- (a) Any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges, and/or equipment or line charges.
- (b) Any financial obligations arising out of the unauthorized use of the network for the purchase of products or services.
- (c) Any information or materials that are transferred through the system/network.
- (d) Any cost, liability, or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop Public Schools.

The Winthrop Public Schools makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/network.

## **WINTHROP PUBLIC SCHOOLS ELECTRONIC COMMUNICATION SYSTEM/NETWORK ACCEPTABLE USE POLICY EMPLOYEE CONFIRMATION OF RECEIPT**

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable Use Policy of the Winthrop School System.

I acknowledge the Winthrop School System telecommunication system including, but not limited to, voice mail, fax mail, electronic mail, and access to the Internet is School System property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the School System's telecommunication system for improper purposes shall subject me to discipline, up to and including discharge.

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Employee Name

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