

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WINTHROP SCHOOL COMMITTEE  
AND  
WINTHROP ADMINISTRATORS' ASSOCIATION**

**2015-2018**

## TABLE OF CONTENTS

ARTICLE	PAGE
I RECOGNITION	4
II NO DISCRIMINATION	6
III CHECK-OFF	7
AUTHORIZATION	8
IV PROFESSIONAL CONSULTATIONS	9
V RIGHTS OF THE COMMITTEE	10
VI GRIEVANCES	11
VII ARBITRATION	14
VIII CONTINUITY OF EMPLOYMENT	16
IX TRANSFERS AND VACANCIES	17
X ASSIGNMENTS	18
XI EVALUATION	19
XII COMPENSATION AND WORK YEAR	21
XIII SCHOOL CALENDAR PROFESSIONAL RESPONSIBILITIES	23
XIV INSURANCE BENEFITS	25
XV SICK LEAVE AND OTHER AUTHORIZED LEAVE	26
XV I SICK LEAVE BANK	28
XVII SABBATICAL LEAVE	30
XVIII MILITARY LEAVE	31
XIX PERSONAL LEAVE	32
XX PARENTAL LEAVE /FAMILY LEAVE	33
XXI EDUCATIONAL LEAVE	36
XXII DELEGATES LEAVE	37
XXIII BEREAVEMENT LEAVE	38

# TABLE OF CONTENTS (continued)

ARTICLE	PAGE
XXIV TAX SHELTERED ANNUITIES	39
XXV SEPARABILITY AND SAVINGS	40
XXVI REDUCTION IN FORCE	41
XXVII AGENCY SERVICE FEE	42
XXVIII SMALL NECESSITIES LEAVE ACT	42
XXIX DURATION	43
APPENDIX A	45
APPENDIX B ACCESS TO KEYS POLICY	46
APPENDIX C ELECTRONIC COMMUNICATION SYSTEM ACCEPTABLE USE POLICY	46
APPENDIX D CORI POLICY	51

**Article I**  
**RECOGNITION**

**SECTION 1.**

Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, the Committee recognizes the Winthrop Administrators' Association(WAA) as an independent union through which the personnel of the Winthrop School System in the below described Association 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 General Laws of Massachusetts and any subsequent amendments thereto.

**SECTION 2.**

The Committee recognizes the Winthrop Administrators' Association (WAA) as an independent union for all personnel as defined below:

1. All Assistant Principals
2. Director of Athletics and Physical Education
3. All CET's- Chairperson of the Evaluation Team
4. Part Time Title One Director/Grants Coordinator

but excluding classroom teachers, the Superintendent of Schools, the Assistant Superintendent, and all other employees of the Winthrop School System.

**SECTION 3**

Nothing contained in this Agreement shall be construed to prevent any of the personnel in the Association from at any time discussing any problems with any of their supervisors or School Committee, as a result of such discussion, be the subject of a grievance or otherwise contested by the 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 effect 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 addition to this Agreement which are to be effective during the term thereof.

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 II**

### **NO DISCRIMINATION**

There shall be no discrimination, interference, restraint, or coercion by the School Committee, or, Winthrop Administrators' Association or their respective agents against any member of the Association because of membership or non-membership in the Association. The services of the Winthrop Administrators' Association in the capacity of bargaining agent will be available to all professional employees in the Association covered by this Agreement who are eligible for membership. All members of the bargaining unit shall be required to be a member of the union as a condition of employment or pay an agency service fee as a condition of employment.

### **Article III**

#### **CHECK-OFF**

The Committee agrees that from and after the receipt of written authorization in the form set out below (and prior to any revocation thereof) pursuant to the provisions of Chapter 180, Section 17C, it will request the Town Treasurer to deduct from the salary of the member of the Unit signing such authorization MONTHLY 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 term of this Agreement, and provided that the Committee may cease making such deduction at any time on behalf of a member of the Unit upon receipt by the Superintendent of Schools of a written notice of revocation of authorization from that member of the Association, or upon transfer of that member of the Association out of the Association defined in Article 1, Section 2, or upon knowledge by the Committee that said member of the Association is no longer a member of the Winthrop Administrators' 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.

**APPENDIX B (ARTICLE III. Page 7)**  
**"AUTHORIZATION"**

I hereby authorize the Winthrop School Committee and the treasurer of said municipality to deduct from my salary monthly the current dues of my local county, state and national administrators' associations notwithstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues of the association shall be certified to the committee by my local association treasurer each school year.

The deductions shall be made in accordance with the agreement between the Administrators' Association and the Winthrop School Committee as it may be amended or renewed from time to time; including any successor agreements and in the absence of any such agreement such deductions shall be made pursuant to C 180 S 17C as most recently amended.

I understand that 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.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_



## **Article IV**

### **PROFESSIONAL CONSULTATIONS**

#### **Section 1.**

In recognition of the professional standing of the members of the Winthrop Administrators' Association and the fact that their 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 knowledge of the ideas and opinions of the members, 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 upon written request of the Association at a time mutually agreed to between the Chairman of the Committee and the representative of the Association. They will be the primary item on the Agenda for that evening and up to two hours will normally be reserved for that section of the Agenda. The subject matters may include any item of concern or interest to the Association. One week prior to the date scheduled for the consultation the Association will submit a written Agenda of subjects about which it desires to consult on at the meeting, with the Superintendent of Schools. The consultation will be confined to the subjects on that Agenda.

## **Article V**

### **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 and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; grant 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; members of this Association in the school system and to assign teaching or any other work to whatever personnel - either in or out of the Association that the Committee and the Superintendent at their discretion choose.

## **Article VI**

### **GRIEVANCES**

#### **Section 1.**

For the purpose of this Agreement, a grievance shall be defined as:

Any complaint by a member of this Association covered by this 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 members of this Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### **Section 3.**

Nothing herein contained will be construed as limiting the right of any member of this Association 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 Winthrop Administrators' Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Winthrop Administrators' Association has been given the opportunity to be present at such adjustment above level one and to state its views. If the member of this Association chooses, representative of the Winthrop Administrators' Association may be present at level A.

#### **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 member of this Association 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 in writing. 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 grievances pending at the conclusion of the contract will remain operative in the subsequent contract Period unless settled in negotiations.

#### Section 6.

A grievance must be presented within fifteen (15) calendar days after the time of the occurrence of the alleged contract violation and must be processed in accordance with steps, time limits, and conditions as set forth in this Article:

A. A member of this Association shall present the grievance, in writing, to the Superintendent who shall give his answer within ten (10) school days.

B. If at the end of five (5) school days next following the answer of the Superintendent the grievances shall not have been disposed of to the satisfaction of the grievant, the grievant may refer the grievance, in writing, to the Chairperson of the School Committee.

The Committee or its designated representative and the grievant and if the grievant 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) calendar days at a time mutually agreed upon by the Chairperson of the School Committee and the President of the Administrators' Association.

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

C. 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 Step B. This appeal to arbitration shall be in accordance with the procedure and conditions as set forth in Article VII.

#### Section 7.

If there is a grievance which directly affects a group or class of members of this Association 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.

#### Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the member of this Association 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.

**Section 10.**

The School Committee will provide legal assistance to members of the Association, when members are participating in a LEVEL III grievance and the grievance has been filed against the member while the member was acting as an agent of the School Committee.

## **Article VII**

### **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 this Association. If the Committee and this Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received from this Association then this 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, witnesses and for the 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 this Association to pay shall be limited to the obligation which the Committee and this Association can legally undertake in that connection. In no event shall any present or future member of the Committee or this Association have any personal obligation for any payment under any provision of this section.

#### **Section 3.**

The arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at his decision 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 decision shall interpret this 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 Winthrop Administrators' Association and shall be final and binding upon the Committee, the Winthrop Administrators' Association and the member or members of this Association 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 VIII**

### **CONTINUITY OF EMPLOYMENT**

#### **Section 1.**

In recognition of the provisions of Section 9A of Chapter 150E of the 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 service, consorted unauthorized absences, or any other interference with assigned or expected work.

#### **Section 2.**

The 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 activity) it shall put forward EVERY EFFORT to immediately have the activity terminated, including ordering the persons concerned to return to work.

#### **Section 3.**

Any member of this Association 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 the 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, 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 Administrators' Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2.



## **Article IX TRANSFERS AND VACANCIES**

### **Section 1.**

In filling 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 members of this Unit for the transfers to such open positions. It is recognized that the final decision of whether or not, such transfer will be made rests with the Superintendent of Schools.

### **Section 2.**

The wishes of the individual member of this Association in this respect will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor as finally decided by the Superintendent with a right of appeal by the individual limited to the School Committee.

### **Section 3.**

For the purposes of this Article, a postable vacancy is regarded as a position newly created within the school system (other than a classroom teaching position), an administrative position in the Association or a paid extracurricular position. Notice of the availability of such positions shall be posted in each building contemporaneously with any other notice promulgated by the Superintendent. Due consideration will be given to the personnel within the system who apply for a position under this Section.

### **Section 4.**

In the event a vacancy occurs in an administrative 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 a transfer or otherwise shall be in the sole discretion of the Superintendent. By June 1st 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.

Administrators interested in transfer/reassignment to a position(s) listed on the annual posting shall file a request for transfer/reassignment on or before June 15th and they shall be considered under the provisions of Section 1 of this Article. Notices of any openings (including those of classroom teachers), occurring during the summer period when school is not in session, will be conveyed directly to the President of the Winthrop Administrators' Association or his/her designee, and insofar as practicable, will be distributed to personnel covered by this Agreement with their summer paycheck.

### **Section 5.**

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.

## **Article X**

### **ASSIGNMENTS**

#### **Section 1.**

Personnel of this Association will be notified in writing, of their programs for the coming school year, including the schools to which they may be assigned and any special or unusual conditions of their employment as soon as practicable.

#### **Section 2.**

To the extent possible, changes in assignments will be voluntary.

#### **Section 3.**

Assignments will be made without regard to race, creed, color, religion, and nationality, sex or marital status.

#### **Section 4.**

No additional responsibilities or obligations or reductions shall be imposed on members without consultation.

## **Article XI EVALUATION**

### **Section 1.**

All observation by any means for the purpose of evaluating the professional performance of the work of a member of this Association will be conducted openly and with full knowledge of the person involved. All administrators will be evaluated once a year by the Principal, Pupil Personnel Director or Superintendent. A copy of the evaluation will be given to the Administrator by June 15. Members shall have the right to discuss the evaluation with the Superintendent.

The Committee shall implement Teach Point for members of the bargaining unit and the Committee shall adopt the DESE standards for evaluation of the individual positions contained in the bargaining unit.

### **Section 2.**

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

No material derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review the material. The member 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 member 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 member affixes his/her name to the file copy, the member shall be given a copy of the material which is to be placed in his/her file. A member 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 3.**

This Association recognizes the authority and responsibility of the Principal, the Superintendent of Schools for disciplining or reprimanding a member of the Association for delinquency of professional Performance. If a member of this Association is to be disciplined or reprimanded he/she will be entitled to have a representative of the Association present.

### **Section 4.**

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

Section 5.

Any contention that any evaluation is arbitrary or discriminatory may be raised as a grievance.

Section 6.

It shall be the continuing responsibility of all members of this Association to be totally familiar with the Evaluation Article of the Unit "A" Contract, Article XII. As direct representatives of the Winthrop School Committee, members of this Association will uphold the responsibilities of the Committee and Administration as they apply under Article XII of the Unit "A" Winthrop Teachers' Association Contract.

Section 7.

The Committee and/or the Superintendent will inform the President of the Association if another bargaining unit recognized by the Committee proposes to change its terms and conditions of employment and the proposed changes impact on the working conditions or the discretion exercised by administrators in the area of supervision, scheduling or security.

The parties agree that the Committee and/or the Superintendent will consult with the Association prior to agreeing to accept any proposed changes.

The above provisions are not intended to waive or diminish any rights that the Committee or the Association are granted under G.L. Chapter 150E.

Section 8.

Substitutes shall be evaluated and the Superintendent of Schools notified of those people who do not meet the standards expected of the classroom teacher.

## **Article XII**

### **COMPENSATION AND WORK YEAR**

#### **Section 1.**

The salary and work year of each current member of this Unit shall be as set forth in Appendix A.

#### **Section 2.**

The School Committee shall fix the initial salary rate of any new member of this Unit when entering or transferring into the Unit. This initial salary will be in no case, less than the teaching salary made the previous year, if he was teaching in Winthrop, and should, as far as practical be based on the step in the salary schedule he would have reached had he not transferred from Unit "A".

#### **Section 3.**

In recognition of dedicated service to the children of Winthrop, any member of this Unit covered by this Agreement who has been employed for 20 years in the Winthrop School System (or 30 years in total teaching, the last 15 of which have been consecutive in the Winthrop School System) may obtain an increase in compensation by following this established Procedure.

Eligible members who desire to participate in this Program will notify the Superintendent of Schools by November 1st of the calendar year, prior to the school year in which they intend to retire, of their intention to retire under provisions of the Massachusetts Teachers Retirement Act. If such notice is submitted, in writing, by November 1st, then, at the commencement of the final year of educational employment, all accumulated sick leave (except that which is to be credited during the final year of employment) shall be wiped off the books and in lieu thereof, the annual salary schedule of the individual working days will be increased by twenty-five dollars (\$25) per day for each sick leave day surrendered and the annual salary schedule of other members of the Association will be increased by twenty dollars (\$20) per day for each sick leave day surrendered. 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 member of this Association will agree, in writing, to repay to the Town of Winthrop the differential between the salary which the member -would have received had he/she not submitted the intention to retire, said amount to be deducted from the final summer pay checks of the school year.

#### Section 4.

In furtherance of its policy to encourage advancement of professional staff members, the Committee agrees to reimburse any member of this Association for 75% the actual tuition cost (including the registration fee) of up to nine (9) full credit hours credited during the fiscal year.

The course must have approval of the Superintendent prior to enrollment or be part of an advanced degree program in order to qualify for reimbursement.

Official transcripts of courses including a grade "B-" or better for each of the nine (9) semester hours must be submitted to the Superintendent's Office prior to December 14 in order to receive such compensation. Personnel who leave the Winthrop School System may be compensated for courses taken in the first semester of the year before they leave.

In service courses will be compensated at the rate of 100% except for supplies and out-of-pocket expenses.

#### Section 5.

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 Basic Rate After Years of Total Service

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

#### Section 6.

In the event that a member of this Association agrees to work beyond the number of days stipulated in Appendix A for his/her position, additional compensation shall be at the rate of the member's per diem for each day worked.

#### Section 7.

The current practice with respect to payment of professional organization dues will be maintained.

### Mileage Reimbursement

The employees in the bargaining unit will be reimbursed for mileage as set out below calculated using the rate set by the IRS that is in effect on October 1<sup>st</sup> of each year.

The Athletic Director shall be reimbursed for attending all required events outside of the Town of Winthrop.

Assistant Principals, CET's and the Grants Coordinator will declare to the business office their mileage to/from their home to work and will be reimbursed the difference for attending required meetings outside of the Town of Winthrop. All reimbursements must be approved by the business office/Superintendent.

The mileage reimbursement shall begin effective December 1, 2015

### Cell phone

The School Department will provide the Athletic Director with a cell phone and pay for the phone and the plan for the Athletic Director to use for conduction Winthrop Public School business.

## **Article XIII**

### **SCHOOL CALENDAR-PROFESSIONAL RESPONSIBILITIES**

#### **Section 1.**

This Association shall be consulted in the preparation of the annual school calendar, but it is acknowledged that the final decision for this subject rests with the Superintendent of Schools subject to the provisions set forth below.

#### **Section 2.**

For the purposes of this Article, the work year of members shall be as set forth in *Appendix A*.

#### **Section 3.**

During the term of this Agreement, the school year for children will be no 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 180 days, the parties will meet to negotiate further on the school calendar if the School Committee desires to extend the student's year beyond 184 days

#### Section 4.

The Association and the Committee recognize that participation in or attendance at school oriented programs outside of normal working hours are part of the duties of a professional person. The members of this Association shall attend and take such part as is assigned them at such meetings of an educational nature directed by their Principal or the Superintendent. Reasonable advanced notice of such meetings normally of twenty-four (24) hours will be given whenever possible. No person shall be excused except by the Principal or the Superintendent. It is recognized that attendance at all evening functions may not always be possible, but members of this Association are encouraged to take an active part to the fullest extent in the programs concerning schools with which they are affiliated. In any event the final judgment as to attendance at an evening function will be left in the first instance to the individual member concerned.

#### Section 5.

It is acknowledged that the duties and responsibilities of members of this Association, in terms of the demands of their profession do not permit prescribed limitations of time. Preparation, evaluation and visitation, as well as other related activities with parents must be carried on to insure quality performance. Minimum standards of hours have been established by the Superintendent and promulgated and are effective during the term of this Agreement. In the event the Superintendent determines to change any such standards, the matter will be subject to negotiation with the members of this Association.



**Article XIV**  
**INSURANCE BENEFITS**

**Section 1.**

The School Committee agrees that it will continue to maintain health, life and accidental death and dismemberment insurance from the same providers as on the effective date of this Agreement as long as the Town of Winthrop maintains a contractual relationship with those insurance providers. If the Town of Winthrop ceases to maintain a contractual relationship with the current insurance providers, the School Committee agrees to bargain with the Association over the impact of the decision to change insurance providers.

Employees who have coverage with an HMO health plan shall continue to pay the same percentage of the premium that is in effect on the date of execution of this Agreement.

**Section 2.**

Employees leaving the system at the conclusion of the school are entitled to remain in the present health plan offered by the Town until August 31 of the current calendar year.

**Section 3.**

Members 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.

**Section 4.**

All members of the Winthrop Administrators' Association shall be covered under the school system's liability insurance policy.

**Article XV**  
**SICK LEAVE AND OTHER AUTHORIZED LEAVE**

**Section 1.**

Members of this Association will be credited with 13 days sick leave as of the first official day of attendance of each school year.

**Section 2.**

(a) Sick leave not used in any year may be accumulated to a maximum number of days as of the first official day of any school year. The maximum number of days that can be accumulated is set forth in the following schedule:

<u>Length of Administrator's Work Year</u>	<u>Maximum Accumulated Days</u>
days	210

(b) An administrator will be permitted to buyback 180 sick days under the provision of Article XII.

(c) Any unused personal days not taken in a school year will be added to an administrator's accumulated sick leave in the following school year provided the administrator has not reached his/her maximum accumulated days.

(d) The School Committee will continue to advise each administrator of his/her total number of unused sick days for informational purposes only. Sick days taken in a school year will be deducted first from sick days credited during that school year, then from accumulated sick leave, not to exceed the maximum set forth in paragraph (a) above.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

Subject to the provisions of Article XII, members of this Association whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken.

Section 6.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any member of this Association rehired after a termination of more than 5 years.

**Article XVI**  
**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 two (2) sick days of their personal accumulation to the Sick Leave Bank to be utilized by members of the bargaining unit 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 bargaining unit member 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 members designated by the School Committee to serve at its discretion and two 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 terms of this Agreement.

**Section 6.**

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

**Section 7.**

All requests for grants from the Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the member 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 own personal sick leave expedite benefits, but drawings upon the Bank will not actually commence until after the employees 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 Bank.

Section 11.

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

1. Medical evidence of serious extended illness.
2. 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 other 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 XVII**

### **SABBATICAL LEAVE**

#### **Section 1.**

Sabbatical Leave will be available after seven (7) years of service in the Winthrop School System, at least four (4) of which have been a position covered in this Association. Applications must be submitted to the Superintendent no later than December 1 of the school year prior to that in which leave is sought. No more than one \*(1) member of this Association may take advantage of this in any one school year. The decision to grant sabbatical leave is subject to the discretion of the Superintendent.

Before beginning a Sabbatical Leave a member of this Association shall agree, in writing, to return to active service in the Winthrop School System in the same position as he held before beginning the Sabbatical Leave. The member must stay in this position for a period of at least two (2) school years following the expiration of the Sabbatical Leave. A member who does not fulfill this Agreement will repay to the Town the amount of salary received during the Sabbatical Leave provided, however, that the said member shall be released from such payment if his/her failure to serve the two years is due to his/her illness, death or if discharged from his/her service by- the School Committee.

#### **Section 2.**

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

Payment into the Teachers' Retirement Act shall be deducted from a successful applicant's salary on the same basis as would have been done if he had remained in the system, to the extent permitted by law.

Deduction from his salary for insurance including Blue Cross Blue Shield coverage shall be made on the same basis as would have been had the member remained actively in the school system, to the extent permitted by law.

#### **Section 3.**

No member of this Association may reapply for a second Sabbatical Leave unless he/she has completed seven (7) years since his last leave.

**Article XVIII**  
**MILITARY LEAVE**

Section 1.

The Committee will comply with all State and Federal laws with respect to military leaves of absence. Military leave will be granted to any administrator who is inducted or who enlists for one required term in any branch of the armed forces of the United States, or during the period of any involuntary extension of enlistment.

Section 2.

Administrative 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 and August. In the event an individual is unable to take such duty during non-school period and is ordered to duty during the school year, the Committee will pay the difference between his salary and that amount which he 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 XIX**

### **PERSONAL LEAVE**

#### **Section 1.**

Up to, two (2) days in any school year may be utilized by members of this Association for imperative personal business which could not effectively be conducted outside of school hours. The first day will be exclusive of sick leave and the second day will be deducted from sick leave.

#### **Section 2.**

Reasons for such leave must be made in writing to the Superintendent as early as possible and usually not less than forty-eight (48) hours before such absence occurs, whenever possible. In emergency situations where it is impossible to give the required notice in writing it will be conveyed by telephone to the Superintendent and later reduced to writing.

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

#### **Section 3.**

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

#### **Section 4.**

Nothing in this Section shall preclude the Superintendent from granting additional personal leave without pay for reasons which he deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of the fraction applicable to the administrators' work year (i.e. 1/200, 1/195 etc.).



**Article XX**  
**PARENTAL LEAVE/FAMILY LEAVE**

**FAMILY MEDICAL LEAVE ACT**

**Section 1.**

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

Eligible teachers/administrators 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/administrator'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/administrator's own serious health condition, an eligible teacher/administrator 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 /administrator must first exhaust any accrued paid personal leave.

If the teacher/administrator'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/administrator on leave under this policy at the level and under the same conditions as the teacher/administrator would have

enjoyed if not on leave. If the teacher/administrator 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/administrator's control, the teacher/administrator 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. Extended Leave

In the event a teacher/administrator 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 9. 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 10. Salary Adjustment

A teacher/administrator with professional 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 administrators 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.

An administrator 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.

An administrator 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 administrator 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. Administrators 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 administrator's control two (2) weeks is not feasible the administrator 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 XXI**  
**EDUCATIONAL LEAVE**

**Section 1.**

Leave of absences may be granted to members of this Association at the discretion of the Superintendent Schools 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 members of this Unit who are required by the Superintendent to attend such conferences meetings, workshops, seminars, or other approved educational sessions providing however that such travel and amounts shall have been provided for and are expendable in the existing School Department Budget. It may pay all or part of such expenses of the Association members 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.**

Members of this Association may be granted leave to attend national conventions of their individual education organizations at the discretion of the Superintendent. Since, in fact, attendance at these conventions is valuable not only to the member of this Association attending, but to the school system as a whole, the School Committee shall appropriate monies to pay for all or part of the cost of registration, transportation and lodgings.

**Article XXII**  
**DELEGATES LEAVE**

Upon seven (7) days written notice, the Superintendent of Schools may approve a Leave of Absence for such time as he deems reasonable for members of this Unit to attend conference and/or conventions on a Regional, State or National level in which they hold either elected or appointed offices.

**Article XXIII**  
**BEREAVEMENT LEAVE**

**Section 1.**

Members of this Association will be allowed up to five days leave with no loss of pay during the case of death in the immediate family. The term "immediate family" means the member's spouse, child, father, mother, (stepfather or stepmother) sister, brother or grandparents.

**Section 2.**

An absence of two (2) days may be granted applicable to a member's in-laws or the grandparents of his or 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 family or personal matters arising as a result of the death.

**Article XXIV**  
**TAX SHELTERED ANNUITIES**

So as to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, a member of this Association may contract with the Committee for the purchase of an annuity pursuant to the provisions of the General Laws of Massachusetts as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

**Article XXV**  
**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 which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected.

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 the invalidity or restraint.



**Article XXVI**  
**REDUCTION IN FORCE**

In the event the School Committee decides to reduce the number of positions in the Bargaining Association, the following shall apply:

1. A member with professional status shall not be reduced if there is a unit member with status employed in the same classification, e. g. Assistant Principal whose position the tenure Association member is qualified to fill.
2. The Superintendent shall make the decision as to which individual shall be reduced, provided, however, that the decision shall not be arbitrary, capricious or without basis in fact.
3. A member of this Association, who was a member of Unit A and who is reduced shall be placed in a position in Unit A effective the first day of the work year following the decision. When a member of this Association returns to unit "A" his/her position on the seniority list will be determined by the 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 approved leave of absence.
4. A member of this Association affected by a reduction shall normally be notified as soon as practicable of the school year preceding the school year in which the reduction is to take place.
5. Any Association *member* so reduced shall, be entitled to a recall period of 24 months from the first work day in September subsequent to his/her receipt of a written notification he/she is to be reduced. If subsequent to the reduction, a vacancy occurs in the classification from which the administrator was reduced or a new position is created or a position reinstated within said classification, an Association member who has been reduced within the past two years shall be recalled before other applicants are considered. A person on layoff from this Association shall be considered first for any other Association position (vacant, new or reinstated) for which he/she is qualified, but in no instance shall a reduction in force situation result in an automatic appointment.

Classification as used in this article shall mean:

Athletic Director

Assistant Principal

CET Chairperson for Evaluation Team

Part Time Title One Director/Grants Coordinator

6. Any Association member who is reduced, and returned to Unit A, shall retain the dollar amount due him for sick leave buy -back purposes accumulated while in the Association.

## **ARTICLE XXVII 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 dues or 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 XXVIII SMALL NECESSITIES LEAVE ACT**

### **Section 1.**

Administrators 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, administrator must provide notice to the superintendent as follows:

- (a) If the need for leave is foreseeable, the administrator must request the leave not later than seven (7) days in advance;
- (b) (b)If the need is not foreseeable, the administrator must notify the employer as soon as practicable under the particular circumstances of the individual case;
- (c) Administrators must complete the attached certificate form.

#### Administrator'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.

Administrator's Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Article XXIX

#### DURATION

##### Section 1.

This Agreement shall become effective as of September 1, 2015, and shall continue in full force and effect until August 31, 2018, and from day to day thereafter until a new agreement is negotiated and executed by the parties hereto.

Prior March 1, 2018, either party may notify the other if its intention to commence bargaining for a successor agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

##### Section 2.

In the event either party notifies the other of its intent to bargain for a successor agreement prior to March 1, 2018 detailed proposals will be submitted to the Committee at that time and the parties will enter into negotiations promptly after March 1, 2018. In the event the Committee and the Association have failed to reach agreement, they jointly or either of them

separately, may petition the State Board of conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of the law.

Section 3.

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



IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this day of \_\_\_\_\_, 2015

**WINTHROP ADMINISTRATORS  
ASSOCIATION**

**WINTHROP SCHOOL COMMITTEE**

By its President

By Its Chairman



## APPENDIX A

### Compensation

Assistant Principal:

The compensation of the Assistant Principal shall be adjusted during the term of the agreement as follows:

Year 1 increase by \$1200  
Year 2 increase by \$600  
Year 3 increase by \$600

The Assistant Principals, CET's and Athletic Director will receive the following increases:

Year 1 2% and 1% on June 30, 2015  
Year 2 3%  
Year 3 4%

Grants Coordinator:

If the School Department offers a program that requires the Grants Coordinator, the Coordinator shall receive a stipend of \$1500 (30 classes @\$25.00 per hour x 60 hours).

### Work Year and Work Day

The work year for all members of the bargaining unit shall be increased as follows:

Year 1 increase by 3 days  
Year 2 increase by 1 day  
Year 3 increase by 1 day

	<u>Assistant principals</u>	<u>CET</u>	<u>Athletic Director</u>
2015-2016	196	188	203
2016-2017	197	189	204
2017-2018	198	190	205

### Length of the work day.

The Assistant Principals and CET's will work seventy-five (75) minutes beyond the length of the student day. The Principal of each school will confer with the administrators of each school to determine how the seventy-five minutes per day shall be scheduled.

## **APPENDIX B**

### **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 C**

### **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, and 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.

---

Employee Name

---

Employee Signature

---

Date

619152\_1  
1697705\_1  
1876578\_1

**APPENDIX D**  
**CRIMINAL OFFENDER RECORDS INFORMATION**  
**(CORI) REVIEW POLICY**

In compliance with the provisions of the state law the Superintendent of schools shall request and review CORI reports pursuant to the attached policy. The members of the bargaining unit shall submit to the CORI requests as required by law.