# MEMORANDUM OF AGREEMENT BETWEEN THE WATERTOWN EDUCATION ASSOCIATION, UNIT B and Unit C AND THE WATERTOWN SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Watertown Education Association, Unit B and Unit C (hereinafter the "Association") and the Watertown School Committee (hereinafter the "Committee").

**WHEREAS**, the Association and the Committee entered into a collective bargaining agreement for the period September 1, 2019, through and including August 31, 2022; and

WHEREAS, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for three successor collective bargaining agreements covering the period of September 1, 2022 through June 30, 2025. The duration of the first agreement shall be effective from September 1, 2022 through August 31, 2023. The duration of the second agreement shall be effective from September 1, 2023 through July 31, 2024. The duration of the third agreement shall be effective from August 1, 2024 through June 30, 2025.

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2019, through and including August 31, 2022, shall remain in full force and effect for the period September 1, 2022 through and including June 30, 2025 except as amended herein. [In modified text, deletions are denoted by **strikethrough**-and additions are denoted by **bold italics**.]

#### Housekeeping:

Amend any outdated titles/positions/personal pronouns (i.e. he/she) and changes in dates in accordance with the successor agreement.

Combine bargaining units by updating recognition clause and other relevant articles to reflect a single administrator unit of the WEA, "Unit B."

#### ARTICLE IV: Salaries and Other Compensations modify as follows:

Article 5 Section 6: Longevity Benefit

Administrators, upon completion of the following years of service\* to the Town of Watertown, shall receive the following amount added to his/her salary.

Effective for the 2023-2024 school year, an Administrator upon completion of the following years of service to the City of Watertown, shall receive the following amount in a lump sum payment paid as a separate check in November of the next school year. Should an administrator retire or resign at the end of the previous school year, the administrator shall receive their lump sum longevity by September 1st.

#### Article V: SALARIES amend Section A. 5. Sick Leave Buy Back as follows:

When an administrator retires from the Watertown School System, or if an administrator dies while employed by the School System, the administrator or, in the event of death, his/her estate, shall be compensated for thirty percent (30%) of the administrators accumulated sick leave, plus personal days converted to sick days, at a rate of **one hundred twenty dollars (\$120.00)** ene hundred dollars (\$100.00) per day if the administrator gives **six** twelve months' advance non-rescindable notice of retirement or at a rate of eighty dollars (\$80.00) per day if the administrator provides less than **six** twelves months' notice of retirement.

#### ARTICLE VII: WORKLOAD amend Section A. Work Year as follows:

The Committee and the Association agree that the development, implementation, and the evaluation of curriculum and the promotion of promising instructional practice are at the heart of what members of Unit B the bargaining unit do to create quality classroom experiences for children and classroom teachers.

The Committee and the Association believe that a direct relationship exists between the time assigned for program administration and the quality of that program. Therefore, just as the protection of contact time between classroom teacher and student is vital to the educational process, so is it vital to protect the time assigned Unit B members for program administration. As such, Unit B members' teaching and work assignments will be as follows:

| FY22-23                 | FY23-24                 | Teaching<br>Load in<br>23-24       | Days in 23-24 | FY24-25  | Teaching<br>Load in 24-25               | Days in<br>24-25 |
|-------------------------|-------------------------|------------------------------------|---------------|--|---|------------------|
| K - 7 Math /<br>Science | K - 7 Math /<br>Science | No<br>Teaching                     | 200           | K - 8 Math K-5 Science Supporting Math content Coaches, Curriculum Specialists and Interventionists      | No Teaching                             | 200              |
| K-7ELA/<br>SS           | K-7ELA/<br>SS           | No<br>Teaching                     | 200           | K - 8 ELA K-5 Social Studies Supporting ELA content Coaches, Curriculum Specialists and Interventionists | No Teaching                             | 200              |
| 8 - 12 Math             | 8 - 12 Math             | Teach no<br>more than<br>2 classes | 193           | 9-12 Math  | Teach no more than 3 classes            | 193              |
| 8 - 12<br>English       | 8 - 12<br>English       | Teach no<br>more than<br>2 classes | 193           | 9 - 12 English   | Teach no more than 3 classes            | 193              |
| 8 - 12<br>Science       | 8 - 12<br>Science       | Teach no more than 2 classes       | 193           | 6-12 Science Supporting Science content Coaches, Curriculum Specialists and Interventionists             | Teach no<br>more than <b>1</b><br>class | 193              |

| FY22-23   | FY23-24  | Teaching<br>Load in<br>23-24       | Days<br>in 23-<br>24 | FY24-25  | Teaching<br>Load in 24-25               | Days in 24-25 |
|---|--|------------------------------------|----------------------|--|---|---------------|
| 8 - 12 H/SS   | 8 - 12 H/SS  | Teach no<br>more than<br>2 classes | 193                  | 6-12 History/Social Studies Supporting History/Social Studies content Coaches, Curriculum Specialists and Interventionists | Teach no<br>more than <b>1</b><br>class | 193           |
| 8-12 Career<br>and<br>Technical<br>Education  | 6-12 Career and Technical Education  | Teach no<br>more than<br>2 classes | 193                  | 6-12 Career and<br>Technical<br>Education  | Teach no more than <b>1</b> classes     | 193           |
| PK-12 or K-12 - Fine,    Applied, &    Performing    Arts - World    Languages - PE /    Wellness | PK-12 or K-12 - Fine, Applied, & Performing Arts - World Languages - PE / Wellness | Teach no<br>more than<br>1 class   | 193                  | PK-12 or K-12 - Fine, Applied, & Performing Arts - World Languages - PE / Wellness   | Teach no<br>more than 1<br>class        | 193           |
| K-12<br>Coordinator<br>of Digital<br>Learning<br>and Library                                      | K-12<br>Coordinator of<br>Digital<br>Learning and<br>Library                       | No<br>teaching                     | 193                  | K-12 Coordinator<br>of Digital<br>Learning and<br>Library  | No Teaching                             | 193           |
| Coordinator<br>of Special<br>Education<br>Programs  | Coordinator of<br>Special<br>Education<br>Programs                                 | No<br>teaching                     | 200                  | Coordinator of<br>Special<br>Education<br>Programs   | No Teaching                             | 200           |

| FY22-23   | FY23-24                                | Teaching<br>Load in<br>23-24 | Days<br>in 23-<br>24 | FY24-25                                | Teaching<br>Load in 24-25 | Days in 24-25 |
|---|--|------------------------------|----------------------|--|---------------------------|---------------|
| Assistant<br>Director of<br>Student<br>Services                   | Assistant Director of Student Services | No<br>teaching               | 210                  | Assistant Director of Student Services | No Teaching               | 210           |
| Director of<br>Early<br>Education                                 | Director of<br>Early<br>Education      | No<br>teaching               | 200                  | Director of Early<br>Education         | No Teaching               | 200           |
| K-12 ESL<br>Coordinator   | Director of ESL                        | No<br>Teaching               | 200                  | Director of ESL                        | No Teaching               | 200           |
| Housemast ers/High School Dean of Students / Assistant Principals | Assistant<br>Principals                | No<br>teaching               | 210                  | Assistant<br>Principals                | No teaching               | 210           |
| Athletic<br>Director  | Athletic<br>Director                   | No<br>Teaching               | 220                  | Athletic Director                      | No teaching               | 220           |

In the event the Committee reorganizes the Early Steps Program to operate under the supervision of a Principal and not a Director, the person currently serving as the Director of Early Education shall be guaranteed not less than one full year of employment prior to the position of Director of Early Education being eliminated. The Director of Early Education shall be guaranteed an interview for the position of Principal upon such reorganization.

Compensation for any employee is required by administration to work additional days beyond those specified above shall be based on the per diem rate of the member and will be paid upon completion of the per diem days worked. The additional days may be worked during the summer, during school vacations, or a combination of these two options. Employees who are hired after August 1 will work a pro-rated number of required days in their first year of employment.

For the 2023-2024 school year only, not more than 5 additional days specified above may be worked during the 2022-2023 contract year, not later than August 31, 2023.

Evaluation caseloads will be distributed equitably according to content-area expertise, and balance of other job responsibilities.

#### Article VII: WORKLOAD amend Section B. Workload as follows:

Administrators may be required to remain after the end of the regular workday to attend, conduct, or direct no more than four (4) hours of staff /building or curriculum committee planning meetings each month. Administrators will be notified of such meetings not conducted or directed by the administrator at least forty-eight (48) hours in advance and must be given, at that time, the agenda for such a meeting. It is understood that each meeting will be one hour and twenty minutes long. no more than one (1) meeting will extend longer than one (1) hour, but not longer than two (2) hours. The regular workday for members of this bargaining unit shall be defined as on average forty-five (45) minutes more than the regular teacher day, inclusive of a duty-free lunch period. For district-wide administrators, the teacher day shall be defined according to the high school schedule.

Because administrators exercise judgment in the performance of their duties, they may adjust their daily work schedules to accommodate the various demands of their particular positions, subject to the approval of the Superintendent or immediate supervisor.

#### **Article VII: WORKLOAD** amend Section C. Evening Meetings as follows:

- 1. Unit B-Members of the bargaining unit may be required to attend eight (8) evening meetings each year. Except in the event of extraordinary circumstances, Unit B members of the bargaining unit shall be notified of evening meetings at least one week in advance. Attendance at all other evening meetings will be at the option of the individual Unit B member. If a Unit B member of the bargaining unit is requested by a principal, the Superintendent, the Assistant Superintendent, or designee to attend more than eight (8) evening meetings, the Unit B member will be compensated at the rate of \$100 per meeting. An evening meeting shall be defined as any meeting that begins at or after 4:30 pm and lasts a minimum of 60 minutes.
- 2. In lieu of the compensation outlined above, there shall be an annual stipend for the following Bargaining Unit members to compensate for meetings/events required outside of the regular workday:

- Fine, Applied, and Performing Arts Coordinator and Assistant Principals: \$2500
- Career and Technical Education Coordinator: \$1000

The schedule of such meetings shall be mutually agreed upon by the bargaining unit member and their supervisor. Individuals receiving compensation according to this provision shall be ineligible for compensation according to Article VII Section C 1 above.

#### Article VIII: EXTRACURRICULAR ACTIVITIES amend as follows:

Administrators will be compensated for all participation in extracurricular activities in accordance with the provisions of Appendix A.

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

#### **Article X Administrator Assignment** amend Section D 2 as follows:

Teachers whose duties entail visiting more than one school in any one school day will be paid for all inter-school and/or school department business driving done by them based on the IRS rate. The District shall communicate the process for submission for mileage reimbursement at the beginning of each school year but not later than October 1st. All mileage reimbursements for the preceding school year shall be made to employees by August 31st.

#### Article XII: ADMINISTRATOR FACILITIES add new Section C Packing and Moving as follows:

Bargaining unit members required by the District to pack and move their office to a new building, outside of the normal work day, shall be provided a stipend of \$200.

#### Article XIII: Sick Leave amend Section C Sick Leave Bank as follows:

Administrators shall be eligible to apply to the combined *WEA* Unit A/B/C sick leave bank.

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

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

- Membership: Each administrator may contribute by October 1st of each school year, one day of his/her accumulated sick leave to the Sick Leave Bank. Only those administrators who voluntarily contribute to the Bank each year shall be eligible for its benefits. If an administrators is hired after the start of the school year, he/she will have thirty (30) days to join the Bank.
- 2. No teacher will receive more than ninety (90) days from the Bank in one school year.
- 3. Sick Leave Bank days shall carryover from year to year without limitation.
- 4. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal.
- 5. Upon retirement from the district or resignation after 10 years of service each member may voluntarily contribute up to five (5) days of their accrued unused sick leave to the Sick Leave Bank.

#### **Article XIV Temporary Leaves of Absence** amend Section A Preamble as follows:

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

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

**Article XIV Temporary Leaves of Absence** amend Section B 5 b Bereavement Leave as follows:

Administrators will be given one (1) day for the funeral of any other relative, or *individual that the administrator has a close and personal relationship with.*Administrators may be granted one (1) *additional* day for the funeral of another person with the approval of the Superintendent.

#### **Article XIV Temporary Leaves of Absence** amend Section B 6 Bedside Care as follows:

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the administrator's spouse, child, son-in-law, daughter-in-law,

parents, sibling, or other member of the immediate household. Up to five (5) additional bedside care days may be taken through the deduction of one's personal sick leave accumulation. The administration may require a doctor's certificate attesting to the seriousness of the illness. Administrators may request to use this provision of bedside care days for other individuals whom the administrator is a primary caretaker of with the approval of the Superintendent.

#### Article XIV Temporary Leaves of Absence amend Section C Approval as follows:

Leave taken pursuant to Section B above will be in addition to any sick leave to which the administrator is entitled. Approval for such leave personal leave will be provided within 2 school days of the employee providing notice of the intent to take leave and shall not be unreasonably withheld. If a response is not received, the leave shall be assumed approved.

#### Article XVI: Parental Leave amend as follows:

An employee shall be entitled to unpaid leave of absence for the purpose of caring for a newborn or adopted child, subject to the following:

- 1. Parental leave shall be granted to all bargaining unit members in compliance with Massachusetts Parental Leave Act (MPLA) (MGL c. 149 s. 105D) or the federal Family Medical Leave Act (as applicable).
- 2. Employees taking parental leave will be granted the following paid leave benefits prior to accessing any other paid leave benefits in the CBA:
  - a. For calculation of this paid benefit, the twelve weeks under this policy shall commence upon the arrival of the child or birth of the child.
  - b. Up to 20 days, on consecutive workdays, not from sick time.
  - c. Up to an additional eight (8) weeks may be taken, to be deducted from accumulated sick leave under Article XIII, Sick Leave, of this Agreement d. If both parents are employees of the Watertown Public Schools, the
  - d. If both parents are employees of the Watertown Public Schools, the members will be entitled to a total of 12 twelve weeks combined between the two members.
  - e. The salary is prorated for less than full time employees
  - f. The employee must be employed for a minimum of three (3) months to be eligible for this benefit.

## Article XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT amend Section B In-Service Courses/Conferences as follows:

As part of the overall professional development effort, the Committee will fund the activities of the Professional Development *Team* Council in organizing and implementing

a system-wide program of release days, after-school workshops, and other in-service courses.

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

Stipends (at the rate of \$35/hour \$25/hour, not to exceed 4 hours per workshop\*) will be paid to administrators who prepare workshops for early release days, although it is understood that no administrator will be compensated for the time actually spent in the presentation. (\*It is expected that two hours of preparation are necessary for one hour of presentation.)

## Article XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT amend Section C Tuition Reimbursement as follows:

Vigorous course taking activity is still another sign of an active and engaged educator. In an effort to encourage and support this endeavor, the Committee will create a tuition reimbursement pool of \$20,000 \$10,000 for bargaining unit members.

### **Appendix A Salary Scale** amend as follows:

Effective September 1, 2022 eliminate the degree stipend chart and restructure salary scale as follows:

| 193 Day Salary Scale 2022-2023 |           |           |                   |             |           |  |  |
|--------------------------------|-----------|-----------|-------------------|-------------|-----------|--|--|
| Step                           | MA        | MA30      | MA45              | MA60 / CAGS | DOC       |  |  |
| 1                              | \$103,133 | \$104,633 | \$105,633         | \$106,633   | \$107,633 |  |  |
| 2                              | \$110,197 | \$111,697 | \$112,697         | \$113,697   | \$114,697 |  |  |
| 3                              | \$117,847 | \$119,347 | \$120,347         | \$121,347   | \$122,347 |  |  |
|                                |           |           |                   |             |           |  |  |
|                                |           | 200 Day S | Salary Scale 2022 | 2-2023      |           |  |  |
| Step                           | MA        | MA30      | MA45              | MA60 / CAGS | DOC       |  |  |
| 1                              | \$106,873 | \$108,373 | \$109,373         | \$110,373   | \$111,373 |  |  |
| 2                              | \$114,194 | \$115,694 | \$116,694         | \$117,694   | \$118,694 |  |  |
| 3                              | \$122,122 | \$123,622 | \$124,622         | \$125,622   | \$126,622 |  |  |
|                                |           |           |                   |             |           |  |  |
|                                |           | 205 Day S | Salary Scale 2022 |             |           |  |  |
| Step                           | MA        | MA30      | MA45              | MA60 / CAGS | DOC       |  |  |
| 1                              | \$109,545 | \$111,045 | \$112,045         | \$113,045   | \$114,045 |  |  |
| 2                              | \$117,049 | \$118,549 | \$119,549         | \$120,549   | \$121,549 |  |  |
| 3                              | \$125,175 | \$126,675 | \$127,675         | \$128,675   | \$129,675 |  |  |
|                                |           |           |                   |             |           |  |  |
| 210 Day Salary Scale 2022-2023 |           |           |                   |             |           |  |  |
| Step                           | MA        | MA30      | MA45              | MA60 / CAGS | DOC       |  |  |
| 1                              | \$112,140 | \$113,640 | \$114,640         | \$115,640   | \$116,640 |  |  |
| 2                              | \$119,700 | \$121,200 | \$122,200         | \$123,200   | \$124,200 |  |  |
| 3                              | \$128,107 | \$129,607 | \$130,607         | \$131,607   | \$132,607 |  |  |
|                                |           |           |                   |             |           |  |  |
| 220 Day Salary Scale 2022-2023 |           |           |                   |             |           |  |  |
| Step                           | MA        | MA30      | MA45              | MA60 / CAGS | DOC       |  |  |
| 1                              | \$117,480 | \$118,980 | \$119,980         | \$120,980   | \$121,980 |  |  |
| 2                              | \$125,400 | \$126,900 | \$127,900         | \$128,900   | \$129,900 |  |  |
| 3                              | \$134,208 | \$135,708 | \$136,708         | \$137,708   | \$138,708 |  |  |
|                                |           |           |                   |             |           |  |  |

Effective September 1, 2023 increase the salary scale by 2.5%

Effective September 1, 2024 increase the salary scale by 2.5%

| WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives, subject to ratification by the membership of the Association's Unit A bargaining unit and the full School Committee, this day of February 2023. |                                 |  |  |  |  |
|--|---------------------------------|--|--|--|--|
| Watertown School Committee   | Watertown Educators Association |  |  |  |  |
| By   | By                              |  |  |  |  |
| Chairperson  | President                       |  |  |  |  |
|  | By                              |  |  |  |  |
|  | By                              |  |  |  |  |
|  | By                              |  |  |  |  |
|  | Ву                              |  |  |  |  |