

**AGREEMENT BETWEEN**  
**WATERTOWN SCHOOL COMMITTEE**  
**AND**  
**WATERTOWN EDUCATORS ASSOCIATION**

**UNIT D:**  
**Instructional Assistants & Lab Aides**

**JULY 1, 2023 – JUNE 30, 2025**

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## **ARTICLE I: ASSOCIATION RECOGNITION**

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

For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive bargaining agent for all of the Instructional Assistants, Lab Aides, Library Aides, Physical Therapist Assistants (PTAs) and Certified Occupational Therapist Assistants (COTAs) employed by the Committee.

### **Section B: Definitions**

1. Any reference to Instruction Assistant, Lab Aide, PTA or OTA will include male/female Instructional Assistants, Lab Aides, PTAs and OTAs.
2. All provisions of the CBA apply to PTAs and COTAs unless expressly provided otherwise.
3. The term "person" as used in this Agreement means a person employed by the Committee.

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

1. There will be no reprisal of any kind taken against any Bargaining Unit Member, Lab Aide, PTA or OTA by reason of his/her membership in the Association or participation in its activities.
2. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the Professional Rights and Responsibilities Committee ("PR&R Committee"), or any other participant, by reason of such participation in the grievance procedure.
3. Any party may be represented at all stages of the grievance procedures by a person of the Bargaining Unit Members, Lab Aide, PTA or OTA's choosing, except that he/she may not be represented by a representative or any officer of any teacher organization, other than the Association. When a Bargaining Unit Member, Lab Aide, PTA or OTA IS not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If a representative of the Central Office summons a Bargaining Unit Member, Lab Aide, PTA or OTA to the office for the purpose of criticizing or of questioning that employee's performance or conduct, the employee shall receive prior written notice of the purpose of the meeting."

### **Section D: Association Rights**

1. **Use of School Facilities**
  - a. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The Principal of the building in question will be asked in advance to confirm the time and place of all such meetings.

- b. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material relating to the Association's business.
- c. A room in a school building for the use of the Watertown Educators Association will be provided by the School Committee. Insofar as possible, the room will be for the exclusive use of the Association.

## 2. Release Time for Association Business

- a. When it is necessary, pursuant to Article VI (Grievance Procedure) for a school representative, member of the PR&R Committee, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/ her Principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Bargaining Unit Member whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- b. With prior approval of the Superintendent, any officer of the Association shall be excused from duty for part of a school day when necessary to attend important Association business.

## 3. Exchange of Information/Joint Responsibilities

- a. The Committee will, upon request, make available to the Association any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the assistants and their students, together with any other available information which may be necessary for the Association to process a grievance under this Agreement where legally required.
- b. The Association shall make available information, which may be necessary for the Superintendent, and School Committee to act on a grievance under their agreement where legally required.
- c. A monthly schedule of staff and other meetings, as well as Association activities, will be jointly drawn by representatives of the Administration and the Association.
- d. The contract will be printed at the shared expense of the Committee and the Association (50/50), and a copy given to each member. An electronic copy in non-editable form will be created and distributed to members via a mutually agreeable method.
- e. Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents, will be jointly prepared by the

Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. The parties agree to create a mutually acceptable grievance form.

#### 4. Consultation

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

## **ARTICLE II: MANAGEMENT RIGHTS**

### Section A: Educational Policies

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

### Section B: Plant and Personnel Management

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

### Section C: General Powers

The Watertown School Committee retains all powers, authority and prerogatives not expressly abridged or modified by this agreement including, but not limited to, the right to transfer or otherwise assign employees temporarily or permanently, promulgate reasonable rules and regulations, and otherwise generally manage and direct the work force. As to every matter expressly not covered by this agreement, and except as expressly or directly notified by clear language in a specific provision of this agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

### Section D: Superintendent's Authority

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

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

#### **Section A: Save and Separability**

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

#### **Section B: Enforcement**

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

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

#### **Section 1: Scope:**

The salaries of all persons covered by this Agreement are set forth in the Appendix A which is attached hereto and made a part hereof.

#### **Section 2: Method of Payment:**

- a. Employees will be paid in bi-weekly installments, not to exceed twenty-two pay checks. Employees will be notified of the date of their first paycheck no later than June 15 of the preceding work year.
- b. The Committee will request the Treasurer's Office to make wage payments every other Thursday. Bargaining Unit Members must have their checks directly deposited into their bank account(s). Direct deposit advices will be emailed to all employees at the email address of their choosing.
- c. Bi-weekly wages will be determined by multiplying the total number of daily hours an employee is contracted to work by the applicable hourly rate by the number of days in the work year. Payment of contracted annual base wages shall not be interrupted during school vacations or holidays.

- d. Time sheets shall be provided in accordance with District reporting policy. All bargaining unit members shall submit their time sheets directly to the building principal for authorization. The building principal will send them to the Payroll Department with the other building based time sheets.

### Section 3: Longevity Benefit

Effective September 1, 2022, a Bargaining Unit Member, upon completion of the following years of service to the town of Watertown shall receive the following amount in one lump sum payable at the end of June.

- 10 years - a total of \$1,750
- 15 years - a total of \$2,000
- 20 years - a total of \$2,500

### Section 4: Tuition Reimbursement:

Vigorous course taking activity is still another sign of an active and engaged Instructional Assistant. In an effort to encourage and support this endeavor, the Committee will reimburse staff members 50% of the total cost of paid tuition and registration for courses taken at colleges, universities, and other approved institutions, not to exceed \$1,000 per member per term as defined below, upon successful completion of the course. The courses must be job-related or part of a degree program and must be approved in advance by the building Principal and Assistant Superintendent. Decisions rendered by the administration regarding the eligibility of a given course are not subject to grievance. The School Committee will set aside \$16,000 annually and any balance remaining after June 30 will be allocated to summer workshops.

## **ARTICLE V: GRIEVANCE PROCEDURE**

### Section A: Definitions

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

### Section B: Purpose

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



2. Nothing herein contained will be construed as limiting the right of any member of the Association having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### Section C: Procedure

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

#### Level One

A member of the Association with a claim will file the claim in writing with his/her Principal or immediate supervisor, either directly or through the Association's Building Representative, within thirty (30) school days from the time when the Association member knew or should have known of the action, event, or situation which led to the filing of the claim. Said supervisor will meet with the grievant within ten (10) school days of the receipt of the grievance.

#### Level Two

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

#### Level Three

- d. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, then he/she may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee will refer it to the School Committee.
- e. Within ten (10) school days after receiving the written grievance, a Subcommittee of the School Committee (that is, the "Subcommittee") will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full School Committee in writing within (30) thirty school days of the receipt of the grievance.

#### Level Four

- f. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Subcommittee, then he/she may within five (5) school days request in writing that the Chairperson of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance is meritorious, then the grievance will be submitted to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- g. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
- h. The parties will be bound by the rules and procedures of the American Arbitration Association.
- i. The arbitrator so selected will confer with the representatives of the School Committee and the Professional Rights and Responsibilities Committee, will hold a prompt hearing(s), and will issue his/her decision not later than twenty (20) school days from the date the final statements have been submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

- j. No dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in Article VI, Sec. A, #1 of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.
- k. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the School Committee and the Association.

#### Section D: General

##### 1. Decisions at Levels One, Two, Three

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

##### 2. Maintenance of Grievance Files

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

If any material, excluding the material referred to in item 1 of this Section, is placed in the personnel file of a Bargaining Unit Member without acknowledgment by that Bargaining Unit Member or a statement signed by a witness indicating that said Bargaining Unit Member saw the document and refused to acknowledge it, that document shall be removed and, if possible, returned to its source.

If a Bargaining Unit Member refuses to affix his/her signature acknowledging that materials are to be placed in his/her personnel file, then a witness may sign that the Bargaining Unit Member was informed and refused to sign.

### **ARTICLE VI: SICK LEAVE**

#### Section A: Entitlements

- 1. Unit Members shall receive fifteen (15) days of sick leave each year. Year one of employment: 1.5 sick days per month.

2. The Superintendent or designee may require a conference in cases of suspected abuse of sick leave (e.g. established pattern of use, before/after weekends, and vacations). Such incidents will be treated as individual disciplinary cases by the Superintendent. Any employee requested to attend a conference shall be informed by the superintendent or designee of her/his right to bring a WEA representative to the meeting. Following the fifth consecutive absence employees may be asked to provide documentation regarding the absence,

#### Section B: Accumulation

1. Sick Leave days may be accumulated from year to year to a maximum of 185 days. Those employees who have more than 185 days of sick leave may keep the excess days, however they may not accumulate more sick days until they have less than 185 days.
2. The Central Office will maintain a system for tracking Sick Leave accumulation for all employees which will be available to employees at all times. Sick Leave accumulation shall be updated and correct by November 1 of every year.

#### Section C: Buy Back

Upon retirement or death of a Bargaining Unit Member, said Bargaining Unit Member or their estate will receive a lump sum payment in an amount equal to thirty percent (30%) of their unused accumulated sick leave at \$60.00 per day or at a rate of \$72.00 per day if the Bargaining Unit Member gives six months' advance non-rescindable notice of retirement.

#### Section D: Sick Leave Bank

Effective September 1, 2023, the Unit D sick leave bank shall be discontinued. All days accumulated in the Unit sick bank shall be moved to the Unit A sick bank. Unit D members shall be eligible to participate in the Unit A sick bank under the terms outlined by the Unit A Collective Bargaining Agreement.

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

#### Section A: Preamble

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

The School Department will not require the employee to specify the reasons for a personal day except for a personal day absence as outlined below. Employees will be required to provide a reason for a personal day which is to be taken the day immediately before or after a weekend or school vacation or holiday.

## Section B: Entitlement

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

### 1. Personal Leave

Two (2) days of paid excused absence for legal, business, household, or family matters which require absence during school hours subject to the approval of the building principal and Assistant Superintendent or his/her designee. Those days not used may be converted to sick days as needed or at year end. Personal leave benefits will be accessible to new employees subsequent to sixty (60) days of continuous employment. No personal leave will be allowed preceding or following a holiday or vacation period unless approved by the Superintendent. Approval for such 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.

### 2. Bereavement Leave

- a. Up to five (5) days at any one time in the event of death of a spouse, child, son-in-law, daughter-in-law, parent, sibling, grandfather, grandmother, father-in-law or mother-in-law or any other member of the immediate household.
- b. Bargaining Unit Members will be given one (1) day for the funeral of any other relative or individual that the member has a close and personal relationship with. Members may be granted one (1) additional day for the funeral of another person with the approval of the Superintendent.

### 3. Beside Care

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the Instructional Assistant'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. Members may request to use this provision of bedside care days for other individuals whom the member is a primary caretaker of with the approval of the Superintendent.

### 4. Religious Observance

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

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

### **Section A: Parental Leave**

An employee shall be entitled to unpaid leave of absence for the purpose of caring for a newborn or adopted child, subject 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.
3. Up to 20 days on consecutive workdays, not from sick time.
  - a. 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
  - b. If both parents are employees of the Watertown Public Schools, the members will be entitled a total of 12 twelve weeks combined between the two members.
  - c. The salary is prorated for less than full time employees
  - d. The employee must be employed for a minimum of three (3) months to be eligible for this benefit.

Upon application for a leave of absence under this section, the employee shall state his/her intention to return to his/her position to ensure that the return to work will cause the least amount of disruption to the orderly and effective operations of the School Department. The employee shall be restored to his/her previous position if that position exists and no more than sixteen (16) weeks have passed since the date of delivery or adoption placement. If more than sixteen (16) weeks have passed, the employee shall be placed in a similar position, with the same status, pay and benefits provided that the employee does not enjoy greater job rights from having been on leave than employees who are currently working and not on leave.

### **Section B: Extended Child Care Leave**

Extended child care leave without pay may be granted for a period of affecting up to one work year, as governed by state and federal statutes, provided the employee has given sixty (60) days notice of the

anticipated date of departure from his/her employment, and commencing from the time the employee is absent from his/her employment. Such leave will include the twelve-week time period provided under FMLA.

The employee shall be restored to his/her previous position if that position exists and is vacant, or a similar vacant position, with the same status, pay and benefits.

There will be no additional accrual of seniority, sick leave, vacation leave, personal or bereavement leave, during an unpaid leave of absence. Health insurance would continue at the request of the employee with the total cost borne by the employee.

### Section C: Family and Medical Leave

1. Leave of twelve (12) weeks in accordance with state and federal statutes, arising out of the birth of a child (within 12 months of the child's birth); adoption of a child (within 12 months of the child's adoption); care for a ill child when medically necessary; care of an ill member of the employee's family; or for serious illness of the employee will be granted without pay or increment to employees who have been employed for a minimum of 990 hours during the 10-month period immediately preceding the FMLA Leave. Planned leaves for known situations must include one month's notice of the anticipated date of departure from employment.
2. The employer will require the employee to use paid sick, personal and vacation leave, except for parental leave. The employee may choose to use accrued paid leave for parental leave, but will not be required to do so.
3. During the period of said leave, the employer shall continue to provide health insurance benefits at the same rate of contribution.
4. Paid leave benefits will continue to accrue while the employee continues to be on paid leave status; benefits will cease to accrue when the employee is on unpaid status. If a reduced work schedule is approved for FMLA Leave, benefits will accrue at a proportionately reduced rate.
5. Intermittent or reduced schedule leave will be granted when medically necessary for a total of the same 12-week allowance; subject to paragraph f below. In the intermittent leave, the employee may be transferred to an alternative position. Such transfer is not subject to the grievance procedure.
6. The employee will provide certification indicating the medical necessity for the leave from a health care provider on U.S. Department of Labor Form WH-380 prior to initiating such leave, or, in an emergency, as soon as practicable. Certification will be required for all leave purposes. For legitimate reasons articulated by the employer, the employer may refer the employee to its own health care provider, at the employer's expense, either prior to approval of the leave or during the course of the leave. If a dispute then exists between the employer's and the employee's health care provider, the employer may request a third and binding opinion from a health care provider agreeable to the parties.

7. Whether or not a leave qualifies as FMLA Leave will be determined by the statute. An employee returning from leave for his/her own serious illness will be required to provide medical verification that he/she is fit for duty.
8. Upon return from leave under this provision, the employee shall be reinstated to his/her position or an equivalent position without loss of seniority which he/she had at the time the leave commenced. If the employee is to be restored to an equivalent position, the employee will be advised in advance of taking leave what positions would be “equivalent”. Restoration to an equivalent position shall not be grievable.
9. Any person hired to fill a temporary vacancy due to Family and Medical leave shall be so informed prior to acceptance of such employment. Such temporary employees shall be excluded from the terms of this agreement. However, if the temporary service is longer than twelve (12) weeks, the position will still be temporary but subject to the Collective Bargaining Agreement at the end of the twelfth week.
10. If an employee or his/her health care provider indicates that an employee will be out for reasons which meet the definitions of a “serious health condition” as determined by statute regardless of duration, for personal or family illness, the employer may designate the leave as FMLA. The employer will then notify the employee of his/her rights and responsibilities under the law or as set forth in this agreement. The method for defining the length of FMLA leave will be on a rolling 12-month period from the date leave is first used. For the purpose of calculating the 12-week leave period, school vacations for any portion thereof shall not be counted as FMLA leave time for 10-month employees unless an employee’s individual work schedule had called for it to be worked.

#### Section D: Unpaid Personal Leave

Upon written notice to the Superintendent at least sixty (60) days in advance of the start of the school year, a bargaining unit member shall be granted an unpaid personal leave for up to one school year. If a written request is made to the Superintendent less than sixty (60) in advance of the start of the school year, a bargaining unit member may be granted an unpaid personal leave. The leave shall neither exceed one school year nor impact more than one school year. An unpaid personal leave shall include, but not be limited to, a leave taken to hold another position in the Watertown Public Schools outside of the bargaining unit.

Upon return from the leave, the employee shall be reinstated to his/her position or an equivalent position without loss of seniority which she/he had at the time the leave commenced.

#### Section E: Extension of Leaves

All requests for extensions or renewal of leaves will be applied for in writing to the Superintendent at least sixty (60) days in advance.

#### Section F: Retention of Benefits



All benefits to which an employee was entitled at the time their twelve (12) week leave of absence, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant; or, if not, a substantially equivalent position.

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

An employee on leave must inform the Superintendent, in writing, prior to March 1, if the employee intends to return to full-time work the following year. If no such notice is received, the district will contact the employee via certified mail and inform the employee that she/he must notify the district of his/her intent to return within two calendar weeks of receipt of the certified letter. If an employee fails to notify the Superintendent in writing or electronic mail by this time period, the employee will have resigned from his/her position.

### **ARTICLE IX: ASSOCIATION SECURITY**

#### Section A: Dues Deduction

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

#### Section B: Agency Fee

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

5. The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this Section, including but not limited to the failure of the Committee to notify the Bargaining Unit Member on or before the Bargaining Unit Member's initial employment date after August 31, 1997 or such Bargaining Unit Member's obligation to join the Association or pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or in behalf of such individual Bargaining Unit Member.
6. Newly hired Bargaining Unit Members shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the department.
7. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own Attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

## **ARTICLE X: EMPLOYMENT POLICY**

### Section A: Scheduled Work Day

1. Employees assigned to a full-time position shall be eligible for all benefits provided by this agreement. Full time employees are those employees assigned to a full time position. A full time position is defined by the number of work hours in a regular school day as follows:
 

Preschool	6.0 hours
Elementary	6.0 hours
Middle School	6.25 hours
High School	6.333 hours
- Employees assigned to a part-time position of 20 hours or more per week shall be eligible for all benefits provided in this agreement on a pro-rated basis. Employees who work less than 20 hours per week shall not be entitled to benefits provided by this agreement.
2. The work day shall begin for bargaining unit members 15 minutes before students are scheduled to start school and to end when the school day ends for student to whom they are assigned, or at the discretion of the principal, but no later than the end of the school day for students. The workday will include a one-half (1/2) hour unpaid duty-free lunch period scheduled between the hours of 10:30 am and 1:30 pm when practicable. If a member misses lunch at the request of administration for coverage purposes or student need or if administration is unable to find coverage, the member will be paid for the full 30 minute lunch. Procedures for reporting a loss of lunch will be posted at each school building in a location easily visible to staff. If the employee supervises a child or children during his/her lunch period, he/she shall be paid at the appropriate pro-rated hourly rate.

## Section B: Work Year

The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year (the day will not occur earlier than three consecutive days immediately preceding the Friday before Labor Day providing that there will be no work on the Friday before Labor Day) and three (3) other days of Professional and or Curriculum development scheduled before the year or mid-year on which a Unit D members attendance is required. The total number of work days will be 184 days. The following options are available for Unit D members on Early Release Days:

- Professional Development or Early Release Activities
- End the working day at student dismissal
- If currently employed by Extended Day, work in the Extended Day Program

The agenda for Early Release, and Professional and Development meetings will be distributed not less than one week in advance of the scheduled meeting Unit D members may sign up a week in advance for PD offered on early release days. Any time worked in excess of regularly scheduled hours shall be compensated at the employee's usual hourly rate. Employees who do not participate in PD will only be paid for hours worked that day. Members working in the EDP will be paid at Unit D hourly rate until the end of the regular work day, and will be paid at the EDP rate thereafter.

## Section C: Annual Schedule and Assignments

1. Bargaining Unit Members shall be assigned by the Building Principal with input from the Administrator of Special Education. It is understood the Building Principal governs the day-to-day and yearly assignment of duties.
2. Bargaining Unit Members shall be provided with written notice on or before June 30<sup>th</sup> of each year indicating their assignment for the forthcoming work year. Said notice shall indicate the school to which they will be assigned, the nature of the assignment and the hourly rate of pay. The administration will provide this information based on the existing and projected needs of the Special Education Department at that time. These assignments are subject to change based on the Special Education student population and the I.E.P.'s of those students. If a change in assignment is necessary, the Superintendent or designee will offer a meeting to the unit member prior to such change being implemented.
3. All unit members who are assigned to implement Individualized Education Plans and/or 504 Plans will be provided with access to such plan(s) to the full extent allowable by law.
4. Voluntary Transfers
  - a. Employees may request a transfer from one position to another whenever a vacancy is posted that is of interest to them and for which they are qualified. Internal candidates may apply at any time and the administration will consider all qualified internal candidates who have applied prior to making the final hiring decision.

- b. The District shall maintain and post a list of all open bargaining unit positions and the location of such positions. Such posting shall be available in a format easily accessible to all bargaining unit members.
- c. Anyone interested in a transfer to fill a posted vacancy must apply within the deadline for applications as posted which shall be no less than ten (10) business days after the in-house posting.

#### Section D: Hourly Rate

1. Bargaining Unit Members shall be paid at the appropriate pro-rated hourly rate.

#### Section E: Meetings

When requested by the principal and the teacher, Bargaining Unit Members may attend evening parent conferences, report card meetings, open houses and the like. Attendance by Bargaining Unit Members at such conferences shall be voluntary and, if attended, compensated at the individual Bargaining Unit Members' hourly rate of pay.

#### Section F: Just Cause

No bargaining unit employee who has been employed in Unit D for at least ninety (90) school days shall be disciplined, reprimanded, suspended, or dismissed without just cause, except that an employee may be non-renewed with or without cause after their first or second academic year.

#### Section G: CORI

***Pursuant to Massachusetts State Law (Chapter 385 of the Acts of 2002), Bargaining Unit Members will submit to a Criminal Offenders Records Investigation (CORI) once every three years as a term and condition of continued employment. The School Committee reserves the right to require a Bargaining Unit Member to submit to an additional CORI during the three-year period only under unusual and extreme circumstances.***

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

*Under circumstances where the results of the CORI call into question an employee's eligibility for continued employment, the reviewing of CORI information for determining an individual's continued eligibility for employment will be as follows:*

- a. The individual with union representation, if requested, will meet with the Director of Personnel or other designee of the Superintendent to discuss the information collected by the check.

- b. The individual will be given the opportunity to give any and all pertinent facts relative to the findings of the report.

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

CORI is not subject to the public records law and may not be disseminated to unauthorized persons for any purpose “other than to further the protection of children.” CORI may always be shared with the individual to whom it pertains.

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

## **ARTICLE XI: REDUCTION IN FORCE**

### Section A: Definitions

1. Seniority – A Bargaining Unit Member’s length of consecutive service in years, months and days in the employment of the Watertown Public Schools as a Bargaining Unit Member or in a WEA bargaining unit.
2. Layoff – Involuntary separation from employment as the result of a reduction in size of the workforce.
3. Recall – The right to return to service during a period of twenty-four (24) months following a layoff.

### Section B: Procedure

1. If layoff becomes necessary, it will be accomplished by an evaluation of Bargaining Unit Member's performance, program needs and seniority. Seniority will be the decisive factor if the Superintendent deems all other criteria to be equal. It is understood that Bargaining Unit Members’ performance shall be deemed equal unless a Bargaining Unit Member(s) is on a performance improvement plan pursuant to Article XV (Evaluation), B.4.
2. Notice of layoff must be provided on or before June 15<sup>th</sup> of the work year next preceding the effective date of the layoff.

### Section C: Recall

1. In the event bargaining unit positions are re-established or newly created, Bargaining Unit Members who have been placed on layoff status within the previous twenty-four (24) month period shall have the right to return to work within the appropriate level(s).

2. Bargaining Unit Members shall be recalled in order of seniority.

## **ARTICLE XII: CLASS COVERAGE**

Beginning in the 2023-2024 school year, Bargaining Unit Members who agree to substitute for a classroom teacher for two (2) or more hours in a school day but less than a full school day shall receive a differential of thirty-five dollars (\$35.00) in addition to their regular pay. Bargaining Unit Members who substitute for a Teacher for a full school day shall receive a differential of sixty dollars (\$60) in addition to their regular pay.

## **ARTICLE XIII: PROFESSIONAL DEVELOPMENT**

Stipends at the rate of \$30 per hour will be paid to Bargaining Unit Members who prepare workshops for release days. The District will provide opportunities, as appropriate, for qualified Bargaining Unit Members who volunteer will be provided the opportunity to serve as instructor for these workshops before non-unit members.

Bargaining Unit Members who participate in pre-approved summer workshops will be compensated at the rate of \$20 per hour.

Any Unit D member who participates on the existing Watertown professional development team, shall be paid their hourly rate.

The Professional Development Team will review all new and current mandated training to advise regarding the appropriate length of time needed to complete the training. Bargaining Unit Members will be paid at their hourly rate for such time for all mandated training.

Time for mandated training shall be provided within the contractual day such that all training can be completed not later than October 1 or within one month of hire. Trainings shall include CPR/AED/First Aid and/or Safety Care when appropriate to an assignment, and dates for these trainings will be scheduled within the first month of hire.

## **ARTICLE XIV: EVALUATION**

Performance evaluation is a feature of employment for all staff in the Watertown Public Schools. The evaluation process provides the opportunity for staff members to meet with supervisors on an annual basis to review work performance. The process is fundamentally positive: the growth and development of the Bargaining Unit Member is the primary focus. When areas for growth and development are identified in the evaluation, the Watertown Public Schools and the Bargaining Unit Member will work together in order to facilitate improved performance.

The evaluation of the work of employees covered by this agreement shall be conducted openly and with the full knowledge of the employee. The employee will be given a copy of all evaluations prepared by supervisors and will be given the opportunity to discuss such evaluations with his/her evaluator.

## Section A: Observations and Reports

All observations of the work performance of Bargaining Unit Members shall be conducted openly and with the full knowledge of the Bargaining Unit Member.

1. A Bargaining Unit Member will be given a written copy of any evaluation report prepared by his/her evaluator and will be given the right to discuss such reports with his/her superiors as expressed in school administration policy.
2. All observations and evaluations of Bargaining Unit Members shall be conducted using the Performance Evaluation and Performance Observation forms attached hereto as Appendix B.

## Section B: The Evaluation Process

1. Evaluators will conduct no more than two classroom observations of the Bargaining Unit Member during the course of the year. Bargaining Unit Members will be notified of the scheduled observation at least one week in advance. Following each observation, the evaluator will discuss the results of the session with the employee and make recommendations and/or observations in writing (see observation form). These will be discussed either at the end of the observation session or at a mutually agreed upon scheduled time thereafter.
2. Each Bargaining Unit Member will meet with his/her evaluator between April and June in order to complete an evaluation of the Bargaining Unit Members performance and to discuss recommendations for the upcoming year. All Bargaining Unit Members will be evaluated on the four (4) categories listed on the evaluation form. Employees will be on an annual cycle of performance evaluations.
3. A draft of the evaluation will be given to the Bargaining Unit Member at least three (3) work days before the conference. The final draft of the evaluation will be prepared at the meeting after the discussion and will be signed by the evaluator, the Bargaining Unit Member, and, ultimately, the Director of Personnel. Bargaining Unit Member is encouraged to comment on the evaluation. Bargaining Unit Member comments will be considered part of the evaluation materials.
4. If there are any disagreements between the evaluator and the Bargaining Unit Member regarding the content of the evaluation, the Administrator of Special Education will meet with the evaluator, the Bargaining Unit Member and a member for the bargaining unit chosen by the employee in an effort to mediate a settlement. After a full discussion of the issues from those present at the meeting, the Assistant Superintendent of Schools will determine the appropriate resolution to the issue.
5. If a Bargaining Unit Member receives an unsatisfactory overall evaluation, the evaluator and the Bargaining Unit Member will develop a plan to improve the Bargaining Unit Member's performance in the area(s) of concern. The Parties agree that a member will not be placed on an improvement plan unless there are at least two 30 minutes observations that are used to substantiate an overall evaluation of unsatisfactory. Bargaining Unit Members will be placed on

an improvement plan for no less than 90 school days and no more than 180 school days. The Improvement Plan will focus on improving the member's performance in the area(s) of concern. The plan will identify specific goals and objectives for the improvement of performance and resources.

All Bargaining Unit Members placed on an improvement plan will be observed for at least two 30 minutes observations and provided a formative and summative evaluation during the improvement plan period. Bargaining Unit Members placed on an improvement plan shall have the right to request a change in primary evaluator. Such request may be denied only in the event it is not administratively possible to assign an alternate evaluator. This plan will become part of the evaluation materials and will identify resources, which the School Department will dedicate to assist the Bargaining Unit Member in the remediation process. The evaluator will write the plan and both the evaluator and the employee will sign the plan.

If the member does not make sufficient progress on the goals contained in the improvement plan and the Bargaining Unit Member has been placed on an improvement plan for not less than 90 consecutive school days; the evaluator can recommend dismissal to the Principal and/or Superintendent. The WEA President will be provided written notice of such recommendation within 24 hours of it being issued.

6. The parties agree to form a Joint Labor Management Committee (JLMC) composed of four (4) WEA members appointed by the President and four (4) representatives of administration appointed by the Superintendent to discuss potential changes to Article XV. The JLMC shall meet during the first year of the agreement and shall present their recommendation for any alteration to that section of the agreement to the School Committee and WEA. The current evaluation instrument and procedure shall remain in effect until the parties reach mutual agreement to modify it.

#### Section C: Personnel File

1. Bargaining Unit Members have the right to review the contents of their personnel file except for materials of a confidential nature received at the time of initial employment. Bargaining Unit Members will be entitled to have a representative of the Association accompany him/her during such review.

#### Section D: Evaluators

1. The building Principal (or "Headmaster"), Housemaster(s), Assistant Principal, Early Childhood Coordinator (or successor position) or Director of Student Services will be the Primary Evaluator for Bargaining Unit Members. Classroom teachers may have input in the evaluations but will not have "sign off" responsibilities.

### **ARTICLE XV: SNOW DELAYS**

In the event a snow delay is called by the Superintendent of his/her designee, employees covered by this agreement will be paid for their regularly schedule hours as if there had been no delay.



## ARTICLE XVI: INSURANCE COVERAGES

**This section is currently inapplicable while the City is a member of the GIC. Should the City leave the GIC, this language would remain in full force and effect.**

Health insurance premium contributions shall be split on the basis of eighty percent (80%) paid by the Town of Watertown and twenty percent (20%) paid by the Bargaining Unit Member for family or individual coverage. The current insurance plans shall remain in effect except as amended herein.

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

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

Effective July 1, 2007, a Health Insurance Reimbursement Arrangement (HRA) as defined by section 105 and 106 of the IRC will be created by the Committee or Town consistent with and in accordance with applicable provisions of the Internal Revenue Code and state law. The purpose of the HRA will be to reimburse bargaining unit members for in-patient and out-patient co-payment expenses. A reimbursement procedure will be developed and the parties will engage in good faith negotiations to accomplish that. The Bargaining Unit Member must provide a receipt that the payment was made and for which reimbursement is sought. The purposes or detail of the medical service sought shall not be requested as part of the reimbursement process. The School Committee will make every effort to obtain reimbursement for unit members from the Town in a timely fashion.

Subscribers shall be eligible for reimbursement of co-payments for in-patient and out-patient services. Unit D bargaining unit members shall have an individual cap on co-payment reimbursement of \$350 for a member on an individual plan and \$700 for a member on a family plan. If a Unit D member incurs in-patient or out-patient co-payment expenses that exceed the individual reimbursement cap set forth in this section, the Unit D member shall be reimbursed through the HRA from an additional group sum that shall not exceed \$10,000 in fiscal year 2008. At the end of FY '08, the additional group sum will be reviewed and adjusted at a meeting between the WEA and the School Committee representatives to accommodate the demand based on the FY'08 experience. Absent mutual agreement, the additional group sum for reimbursement shall remain at \$10,000 and neither the Town of Watertown nor the School Committee shall have any liability for any reimbursements in excess of the individual cap and the group sum of \$10,000 in either FY '08 or FY '09.

The parties shall advise the Town that the above plan designs and co-payment changes have been agreed upon and request the Town engage in the process set forth in G.L. c. 32B, as well as any other processes provided for by law, to implement the plan design changes set forth herein so that implementation will occur on July 1, 2007. The WEA and the WEA's Insurance Advisory Committee representative shall endorse the plan design changes listed above.

## **ARTICLE XVII: MENTORING**

Not later than September 2024, a mentoring system for Bargaining Unit Members shall be implemented with guidelines determined at meetings of the Advisory Board described in the Unit A contract. The district will make best efforts to provide at least one day of shadowing in a job-alike position. All newly hired members of the Bargaining Unit shall participate in the mentoring program beginning in the 2024-2025 school year. Mentors will receive a \$150 stipend for each newly hired member they are assigned to mentor.

## **ARTICLE XVIII: HEALTH AND SAFETY**

The Parties agree to form a joint labor management committee to review and develop mutually agreed upon District-wide staff reporting forms to report any incidents by staff and/or students of verbal and/or physical abuse against a staff member or student. The initial meeting on this subject will be scheduled and occur no later than one month during the school year following ratification of this agreement. This joint labor management committee shall present their recommendation for a staff reporting form to the School Committee and WEA not later than January 31, 2024. Watertown Education Association members of this committee shall be compensated at their hourly rate for all committee meetings.

The District will provide annual training to all members on the use and purpose of the staff reporting forms.

Educators will report as soon as reasonably possible and in writing, to their respective Principals, all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Title IX Policy and the District's Acceptable Use Policy by which staff members are targeted.

A copy of such report will be forwarded by the Principal to the Superintendent within one business day and the Association President shall be notified within one business day in the event of a report involving a WEA member is filed.

### **Personal Injury Benefit:**

The Committee will reimburse an educator for the out of pocket costs, up to \$500, for replacing medical devices (e.g. eyeglasses, hearing aids, medical devices) that are damaged or destroyed during the course of one's work duties.

## **ARTICLE XIX: DURATION**

This Agreement shall remain in force from the date of signing until the first meeting of the School Committee in September, 2025, which in no event will be later than the third Wednesday of September, 2025. However, it is also understood that a negotiated agreement will be achieved on or before August

31, 2025 for review and ratification by each party. Either party upon prior written notice to the other, not later than October 1, 2024, may request to renegotiate this agreement for the school year 2024-2025. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor will be effective July 1, 2023.

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

1. Either party, upon written prior notice to the other, not later than October 1, 2024, may request renegotiations for the school year 2025-2026 with respect to the subject matter of any or all Articles of this agreement. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor contract will be effective July 1, 2025.
2. August 31, 2025, if by this date a tentative agreement has not been reached by the Negotiating Teams, either party may petition the Massachusetts State Board of Conciliation and Arbitration for the assistance of a Mediator.
3. October 15, 2025, if by this date, the parties have not reached agreement on a new contract and unless the Mediator furnished by the State Board of Conciliation and Arbitration should direct otherwise, the Parties will request the initiation of Fact Finding.

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

WATERTOWN SCHOOL COMMITTEE BY:	WATERTOWN TEACHERS ASSOCIATION BY:

**APPENDIX A: WAGES**

Effective September 1, 2023, adjust wages according to new salary grid below.  
 Effective September 1, 2024, increase the Wage Scale by 2.5%.

<b>2023-2024 Salary Scale</b>					
<b>Old Level</b>	<b>New Step</b>	<b>Hourly</b>	<b>Annual Base (6 hours)</b>	<b>Annual Base (6.25 hours)</b>	<b>Annual Base (6.333 hours)</b>
1	1	\$25.80	\$28,483.20	\$29,670.00	\$30,064.02
2	2	\$27.09	\$29,907.36	\$31,153.50	\$31,567.22
3	3	\$27.90	\$30,801.60	\$32,085.00	\$32,511.09
4	4	\$29.30	\$32,347.20	\$33,695.00	\$34,142.47
5	5	\$30.18	\$33,318.72	\$34,707.00	\$35,167.91
6-7	6	\$31.08	\$34,312.32	\$35,742.00	\$36,216.65
8-10	7	\$32.01	\$35,339.04	\$36,811.50	\$37,300.36
11-16	8	\$32.97	\$36,398.88	\$37,915.50	\$38,419.02
<b>Salary Scale: PTA &amp; COTA</b>					
2023-2024		\$34.99			

<b>2024-2025 Salary Scale</b>					
<b>Old Level</b>	<b>New Step</b>	<b>Hourly</b>	<b>Annual Base (6 hours)</b>	<b>Annual Base (6.25 hours)</b>	<b>Annual Base (6.333 hours)</b>
1	1	\$26.45	\$29,200.80	\$30,417.50	\$30,821.44
2	2	\$27.77	\$30,658.08	\$31,935.50	\$32,359.60
3	3	\$28.60	\$31,574.40	\$32,890.00	\$33,326.78
4	4	\$30.03	\$33,153.12	\$34,534.50	\$34,993.12
5	5	\$30.93	\$34,146.72	\$35,569.50	\$36,041.86
6-7	6	\$31.86	\$35,173.44	\$36,639.00	\$37,125.57
8-10	7	\$32.81	\$36,222.24	\$37,731.50	\$38,232.57
11-16	8	\$33.79	\$37,304.16	\$38,858.50	\$39,374.54
<b>Salary Scale: PTA &amp; COTA</b>					
2024-2025		\$35.87			



## APPENDIX B: STIPENDS

An employee possessing certain certifications or degrees deemed of high value to the district as determined by the Superintendent and the WEA President shall be eligible for one of each of the two qualification stipends,

### Category 1: Degree Stipend

\$500	Bachelor's degree
\$750	Master's/advanced degree

### Category 2: Certification/Licensure Stipend:

\$500	OG/Wilson Reading System Level 1
\$500	Registered Behavior Technician Certification
\$500	Massachusetts Teacher Licensure

If the requirements for the special qualification stipend are met during the school year, the Bargaining Unit Member shall be eligible for the stipend as part of the next payroll period. Such stipend shall be paid as a lump sum in a separate check in that same payroll period. For future years, such stipend shall be paid as a lump sum in a separate check in November. Evidence of completion of the degree, licensure, courses or certification must be presented to the Superintendent before the stipend will be paid. If the member becomes eligible for the stipend after June 10, he/she will receive the stipend on the first payroll in the next school year.

## **APPENDIX C: EXTRACURRICULAR COMPENSATION**

If any Unit D representative performs a stipended position, such as coaching a sport, he/she will be compensated in accordance with the current stipended pay amount, as set forth in the Unit A contract.

## APPENDIX D: PERFORMANCE EVALUATION

<b>WPS</b>	Watertown Public Schools	Appendix D <b>Instructional Assistant Performance Evaluation Instrument</b>
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<b>Employee Name</b>		<b>Years in position</b>	
<b>School Name</b>		<b>Appraisal Date</b>	
<b>Principal/Supervisor</b>			

The evaluation process provides opportunity for staff members to meet with supervisors to review work performance. The growth and development of the staff member is the primary focus.

### Performance Rubrics

The performance rubric is a rating scale used to describe each of the responsibilities of the employee. It relates the standard of performance expected for each responsibility and provides a specific description of what a rating entails. Principals or supervisors are asked to highlight applicable phrases and add comments for each category.

### Definitions of Ratings

Rating	Definition
<b>4 Exceeds Expectations</b>	The Instructional Assistant exceeds responsibilities consistently producing exceptionally high quality work that optimizes the effectiveness of the student learning within the school.
<b>3 Meets Expectations</b>	The performance of the Instructional Assistant consistently fulfills responsibilities resulting in quality work that impacts student learning/outcomes in a positive manner. This rating is a high performance standard and is expected of all Instructional Assistants.
<b>2 Approaches Expectations</b>	The Instructional Assistant inconsistently meets responsibilities set forth in elements of the rubric resulting in areas of work performance that require development. There is a willingness to address professional improvement through the Professional Growth Plan.
<b>1 Unsatisfactory</b>	The Instructional Assistant does not adequately fulfill responsibilities, resulting in work performance lacking quality and/or negatively impacting student learning/outcomes.



<b>Role and Responsibilities</b>			
<b>4 Exceeds Expectations</b>	<b>3 Meets Expectations</b>	<b>2 Approaches Expectations</b>	<b>1 Unsatisfactory</b>
<b>Consistently</b> and effectively utilizes appropriate strategies in facilitating student learning.	Effectively utilizes appropriate strategies in facilitating student learning.	Requires support to utilize appropriate strategies in facilitating student learning.	With support, fails to utilize appropriate strategies in facilitating student learning.
<i>Evidence:</i>			
<b>Consistently</b> and effectively utilizes classroom management practices and procedures as established by the teacher.	Effectively utilizes classroom management practices and procedures as established by the teacher.	Requires support to effectively utilizes classroom management practices and procedures as established by the teacher.	With support, fails to utilizes classroom management practices and procedures as established by the teacher.
<i>Evidence:</i>			
<b>Consistently and</b> effectively uses provided instructional materials to support student learning individually and/or in small groups.	Effectively uses provided instructional materials to support student learning individually and/or in small groups.	Requires support to uses provided instructional materials to support student learning individually and/or in small groups.	With support, fails to uses provided instructional materials to support student learning individually and/or in small groups.
<i>Evidence:</i>			
<b>Comments:</b> (Required for any rating of “Unsatisfactory.” Otherwise optional.)			

<b>Job Performance</b>			
<b>4 Exceeds Expectations</b>	<b>3 Meets Expectations</b>	<b>2 Approaches Expectations</b>	<b>1 Unsatisfactory</b>
<b>Consistently and</b> effectively assists students in transitioning between tasks.	Effectively assists students in transitioning between tasks.	Requires support to assists students in transitioning between tasks.	With support, fails to assists students in transitioning between tasks.
<i>Evidence:</i>			
<b>Consistently and effectively</b> follows through on assigned work	Effectively follows through on assigned work	Requires support to follows through on assigned work	With support, fails to follows through on assigned work
<i>Evidence:</i>			
<b>Consistently and</b> effectively provides instructional support to individual students and/or students in small groups as directed.	Effectively provides instructional support to individual students and/or students in small groups as directed.	Requires support to provides instructional support to individual students and/or students in small groups as directed.	With support, fails to provides instructional support to individual students and/or students in small groups as directed.
<i>Evidence:</i>			
<b>Comments:</b> (Required for any rating of “Unsatisfactory.” Otherwise optional.)			

<b>Professionalism</b>			
<b>4 Exceeds Expectations</b>	<b>3 Meets Expectations</b>	<b>2 Approaches Expectations</b>	<b>1 Unsatisfactory</b>
Consistently and effectively ensures the confidentiality of information acquired during the course of employment and is a role model for others.	Ensures the confidentiality of information acquired during the course of employment.	Requires support to ensure the confidentiality of information acquired during the course of employment.	With support, rarely ensures the confidentiality of information acquired during the course of employment.
<i>Evidence:</i>			
Consistently and effectively demonstrates and encourages others to show ethical behavior and is a role model for others.	Effectively demonstrates ethical behavior.	Requires support to demonstrate ethical behavior.	With support, fails to demonstrate ethical behavior.
<i>Evidence:</i>			
Advocates and encourages effective and co-operative, respectful relationships with faculty, staff, and students.	Maintains effective and co-operative, respectful relationships with faculty, staff, and students.	Generally maintains effective and co-operative, respectful relationships with faculty, staff, and students.	With support, rarely maintains effective, respectful and co-operative relationships with faculty, staff, and students.
<i>Evidence:</i>			
Consistently demonstrates a willingness to be flexible and adapt to change in assignment(s).	Demonstrates a willingness to be flexible and adapt to change in assignment(s).	Requires support to be flexible and adapt to change of assignment(s).	With support, rarely demonstrates a willingness to be flexible and adapt to change of assignment(s).
<i>Evidence:</i>			
Shows interest/initiative in applying information from professional development opportunities and is a model for others	Shows interest/initiative in applying information from professional development opportunities	With support, applies information from professional development opportunities.	With support, fails to apply information from professional development opportunities.
<i>Evidence:</i>			
<b>Comments: (Required for any rating of “Unsatisfactory.” Otherwise optional.)</b>			


<b>Principal/Supervisor's Comments</b>

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Instructional Assistant's Signature**

\_\_\_\_\_  
**Date**

<b>Optional Instructional Assistant's Comments</b>