

AGREEMENT

between

THE WINCHESTER SCHOOL COMMITTEE

and

THE WINCHESTER EDUCATION ASSOCIATION

Directors Unit E

For

2021-2022

Table of Contents

PREFACE	3
ARTICLE I Recognition	3
ARTICLE II Scope of Agreement	3
ARTICLE III Grievance Procedure	4
ARTICLE IV Compensation	7
ARTICLE V Conditions of Professional Service	8
ARTICLE VI Deductions	9
ARTICLE VII Sick Leave	9
ARTICLE VIII Leaves of Absence With Pay	10
ARTICLE IX Leaves of Absence Without Pay	12
ARTICLE X Reductions In Force	14
ARTICLE XI Directors Assignment	14
ARTICLE XII Insurance and Annuity Plan	15
ARTICLE XIII Children of Non-Resident Directors	15
ARTICLE XIV Personnel File	16
ARTICLE XV Evaluation	16
ARTICLE XVI Professional Development and Educational Improvement	17
ARTICLE XVII Conditions for Movement on the Salary Schedule	17
ARTICLE XVIII Academic Freedom	18
ARTICLE XIX Good Cause	18
ARTICLE XX Committee Rights	18
ARTICLE XXI Term of Contract	19
APPENDIX A Salary Schedule	20
APPENDIX B Evaluation	Error! Bookmark not defined.

PREFACE

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

ARTICLE I **Recognition**

- A. The COMMITTEE recognizes the ASSOCIATION for the purpose of collective bargaining with respect to wages, hours, conditions of employment, the negotiating of collective bargaining agreements, and any questions arising hereunder as the exclusive bargaining agent and representative of all Directors and the English Learner (EL) Director, but excluding teachers, the Superintendent, Principals and Assistant Principals, Director of Special Education, Director of Educational Technology, Assistant Superintendent for Curriculum and Instruction, Director of Finance, and other Central Office Personnel, director assistants, per diem substitutes, home tutors, educational support personnel, Athletic Director, and all other employees of the Town of Winchester. Director shall refer to all Unit E members who are generally 0.5 full-time equivalent ("FTE") or more director, except that the Nurse Director whose FTE work as a director and a school nurse may vary from time to time.
- B. The designation "director" shall refer to all unit members. The designation "supervisor" shall refer to the Assistant Superintendent.

ARTICLE II **Scope of Agreement**

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

ARTICLE III
Grievance Procedure

A. Definitions

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

B. Purpose

1. The purpose of this procedure is to secure prompt and equitable solutions to grievances, which may from time to time arise. All grievances will be handled as provided in this article.
2. The parties desire that grievance proceedings hereunder be kept as informal and confidential as may be appropriate for the particular procedural level involved. It is also the desire of all parties that grievances be resolved at the lowest possible level and in the most expeditious manner possible.

C. Procedure

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

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

1. Level One – Assistant Superintendent

A grievant shall first discuss his/her grievance with the Assistant Superintendent, either alone or with a representative of the ASSOCIATION, with the objective of resolving the matter informally.

2. Level Two: Superintendent of Schools

- a. If the grievance is not resolved to the satisfaction of the grievant within five (5) days after presentation at Level One, the grievant may, within five (5) more days,

submit a written statement of the grievance to the Superintendent. If the grievant wishes, a representative of the ASSOCIATION may attend the meeting with the Superintendent or his/her designee concerning the grievance.

- b. Within ten (10) days after receipt of the written grievance by the Superintendent, she/he or his/her designee shall meet with the grievant (and also with a representative of the ASSOCIATION, if the grievant so wishes) for the purpose of considering the grievance. The Superintendent or designee shall, within ten (10) days after the conclusion of this meeting, render his/her decision in writing to the grievant. A copy shall also be sent to the ASSOCIATION whether or not a representative of the ASSOCIATION was present at such meeting.

3. Level Three - School Committee

Grievances related to the discipline of a director are not subject to Level Three and may proceed to Step Four. If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may, within five (5) days after the date the Superintendent's or his/her designee's decision is due at Level Two; submit a written statement of the grievance to the COMMITTEE. Within twenty (20) days after receipt of the grievant's written statement of the grievance, the COMMITTEE or its designated representative or representatives shall meet to consider the grievance with the grievant and also with representative of the ASSOCIATION, who may observe or, at the request of the grievant, participate. The COMMITTEE shall render its decision in writing to the grievant, with a copy to the ASSOCIATION, within ten (10) days after the conclusion of such meeting.

4. Level Four - Arbitration

- a. If the grievance is not resolved to the satisfaction of the grievant in Level Three or if the grievance is regarding the discipline of a director and is not resolved to the satisfaction of the grievant in Level Two, the ASSOCIATION may, within fifteen (15) days after the date the decision by the COMMITTEE is due in Level Three or within fifteen (15) days after the date of the decision by the Superintendent is due at Level Two when the grievance is regarding the discipline of the grievant, file a written request for arbitration of the grievance with the American Arbitration Association. The request shall contain a statement of the grievance, which shall be identical to the written statement of the grievance filed with the COMMITTEE under Level Three or the Superintendent at Level Two. Any arbitration hereunder shall be initiated and conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules.
- b. No grievance shall be subject to arbitration unless the grievance, as stated in the request for arbitration filed with the American Arbitration Association, claims a violation, misinterpretation or misapplication of this AGREEMENT. The decision of the Superintendent as to the selection, retention, or election to grant professional status to a director shall not be subject to arbitration.

- c. The function of the arbitrator shall be to determine the interpretation and application of this AGREEMENT. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power or authority to make, any decision that violates or which would alter, add to, detract from, or modify the terms of this AGREEMENT. No arbitrator shall have the power or authority (1) to make any decision, which is inconsistent with applicable law, or (2) to make any award retroactive, beyond fifteen (15) days prior to (a) the date on which the grievance was first discussed at Level One, or (b) if Level One was by-passed, the date on which the grievance was first submitted at a subsequent level.
- d. Unless the parties otherwise agree, (1) each grievance shall be processed separately in any arbitration proceedings hereunder; (2) the hearings before the arbitrator shall be held on weekdays between 4:30 P.M. and 10:00 P.M.; and (3) attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives of the grievant, the ASSOCIATION, the COMMITTEE and school administration.
- e. The arbitrator's decision shall be in writing and shall set forth his/her reasons for the results reached. Copies of the decision shall be furnished to the COMMITTEE and the ASSOCIATION. The decision of the arbitrator, if within the scope of his/her power and authority under this AGREEMENT, shall be final and binding upon the parties.
- f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the American Arbitration Association shall be shared equally by the ASSOCIATION and the COMMITTEE.

D. Time Limits

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

E. Miscellaneous

- 1. Each written statement of a grievance at Level Two and Level Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events on which the

grievance is based, including the date of their occurrence, and (2) an explanation of how the grievance is related to this AGREEMENT.

2. The written decision at Level Two and Level Three shall set forth the reasons for the decision.
3. The grievant and the ASSOCIATION shall each have the right to be represented by a person or persons of his/her or its own choosing.
4. If a grievance affects a group or class of directors, the ASSOCIATION may submit the grievance and the processing of the grievance will be commenced at either Level One or Level Two, at the ASSOCIATION'S option. For purposes of this paragraph E4 (1) "grievance" shall mean a complaint by the ASSOCIATION that as to a designated group or class of directors there has been a violation, misinterpretation or misapplication of this AGREEMENT, and (2) "grievant", with respect to such a grievance shall mean the ASSOCIATION. The written statement of such a grievance at Levels Two and Three shall be submitted by the ASSOCIATION and shall contain an explanation as to how the grievance affects the designated group or class of directors.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. Provided the COMMITTEE and the ASSOCIATION agree, by written agreement signed by the Chairman of the COMMITTEE or his/her designee and the President of the ASSOCIATION or his/her designee, a grievance affecting a group or class of directors may be commenced at Level Three.
7. No censure of any kind will be made by the COMMITTEE or the school administration against any director because of his/her participation in the grievance procedure.
8. The ASSOCIATION or any employee covered by this AGREEMENT understands that it is unlawful to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of any service by said ASSOCIATION or any employee.

ARTICLE IV **Compensation**

- A. The annual salaries provisions are set forth in Appendix A.1 (Directors in core subject areas) and A.2 (EL, Music, Art, Nursing Directors).
- B. Salary payments to all directors will be made biweekly through direct deposit. The District will provide the directors with electronic pay advice in lieu of paper advices/pay stubs that will indicate gross bi-weekly payment and all salary deductions made there from.
 1. Annually, prior to the start of the work year, each director shall elect payment under either of the following plans. After a director elects a payment plan, the director may not change the election during the work year and it will be

assumed that the director desires to continue on that plan in the succeeding work year unless the director provides written notice to the Business Office of the desire to change prior to the start of the new work year. The two payment plan options are:

- a. A twenty-six-payment plan with lump sum balance in the last check in June.
- b. A twenty-one-payment plan with bi-weekly payments over the ten months of the school year.

C. Advancement in salary and or salary step up to the stated maximums shall be made upon recommendations by the Director and approval of the Superintendent. Such advancement shall be based upon a continued high standard of performance and/or demonstrated improvement in efficiency of service.

1. Any director, whose work or professional preparation is adjudged needs improvement or unsatisfactory, may be retained at the same salary for the succeeding year by the Director and with the approval of the Superintendent. Where such action is taken, the director shall receive an explanation in writing before and when a director who has been judged unsatisfactory is determined to be satisfactory, he/she will be put on his/her appropriate step on the salary guide but will not be entitled to any compensation lost during the time he/she was judged to be unsatisfactory.

ARTICLE V

Conditions of Professional Service

A. Instructional Day and Year

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

B. Professional Work Day and Year

1. Work Year: The work year for Directors in core subject areas is 200 days which includes the 185 teacher work days. The work year for the Music, Arts, EL, and Nursing Directors is 195 days which includes the 185 teacher work days. The Superintendent/designee may request and authorize a director to work up to and including an additional five (5) days beyond the director's work year. With the exception of orientation days provided in paragraph 4 below, when directors are required by the Superintendent/designee to work an additional day(s) beyond the director's work year, such day(s) shall be compensated at the director's per diem rate of pay.
2. A director is expected to work on the 185 teacher work days; the remaining days in the director's work year shall be mutually agreed upon between the director and the director's supervisor. When a director and supervisor are unable to agree upon one or more of the dates, the Superintendent shall determine the dates. The

director shall be available for as much time before or after the instructional day as is necessary to provide adequate levels of support for programs, departments, and students.

3. No additional compensation shall be paid to any director for attendance at any meetings or for performance of any administrative, supervisory, or professional duties or responsibilities without the prior written approval of the director's supervisor or the Superintendent.
4. New directors shall be present for two and one half (2 ½) additional orientation days as established by the Superintendent during the week prior to the beginning of the professional work year.

ARTICLE VI

Deductions

A. The COMMITTEE, whenever authorized by any director in writing, shall provide that payroll deductions on behalf of such directors shall be made and paid in accordance with such authorization for any or all of the following purposes:

1. Professional dues.
2. Premiums under annuity contract.
3. Medical and flexible spending plans.
4. Any other payroll deductions generally available to employees of the Winchester Public Schools.

ARTICLE VII

Sick Leave

A. Each director will be entitled to fifteen (15) sick leave days each work year as of the first official day of said work year, whether or not he/she reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Each director shall receive annual notice of his/her accrued sick leave on or about October 1 of each year.

B. Full leave with pay for five (5) consecutive days quarantine only or as prescribed by the Board of Health will be given in addition to sick leave.

C. The COMMITTEE may, as it deems necessary, require confirmation of the reasons for sick leave absence.

D. Sick Leave Buyback

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

E. Workers' Compensation

When a member of the unit is absent from work because of an injury that is compensable under the Workers' Compensation Act, the unit member will be able to use his/her own accumulated sick leave and may access the sick leave bank to maintain full salary. Days so used will be calculated on a pro rata basis. When the unit member is absent because of a personal injury not due to his/her own negligence, received by him/her as a result of an assault or battery incurred during the course of his/her employment, the Committee shall grant personal injury leave under the provisions of Article XVII, Director Protection, and there shall be no deduction of sick days.

ARTICLE VIII
Leaves of Absence With Pay

A. Each director will be entitled to, in addition to Sick Leave provided for in Article IX of this AGREEMENT, the following temporary leaves of absence with pay each school year:

1. Three days leave of absence for the observation of religious holidays which require his/her absence from work. The director will be required to give one week's notice to their supervisor of intended absence.
2. Two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, which will be beneficial to the director and the school system. The director will be required to seek approval from the supervisor at least one week prior to the leave. The director will submit a written report to their supervisor for each such leave taken.

3. Time necessary for appearances in any legal proceeding connected with the director's employment or with the school system, or by subpoena of the court in a civil or criminal case connected with the director's employment or the school system.
4. Up to five (5) days will be granted for each absence because of the death of 1) a director's spouse, child, son-in-law, daughter-in-law, sibling, parent or of 2) another member of the director's immediate household. Directors may be granted additional bereavement days at the discretion of the Superintendent.
5. Up to five (5) sick days per work year may be used for illness requiring bedside, medical attention by the director of 1) a director's spouse, child, sibling or parent or of 2) another member of the director's immediate household or of 3) an individual who has a relationship to the director substantially like that of those mentioned above.
6. Time necessary to attend a director's Selective Service examination, physical examination, or any other tests required of the director by the United States Government.

B. Personal Leave

1. In each school year each director:
 - a. will be entitled to two (2) days leave of absence with pay for personal or business matters which cannot be scheduled outside of the director's work day and work year,
 - b. will be entitled to accumulate up to six (6) personal leave days over four school years.
 - c. if the director did not use the full number of days of such leave to which she/he were entitled in the previous school years, she/he may use such unused leave days during the current school year; and
 - d. the director shall be able to use any personal days for professional development, i.e. attending meetings or conferences of an educational nature; provided, however, that in no event shall any director be entitled under B. 1. to use more than a total of six (6) "personal" days leave of absence for personal, business or professional development matters during any school year.
2. Requests for personal leave shall be made to **the supervisors** at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and the director will not be required to state the reason for taking such leave other than he/she is taking it under this section. The parties agree that such leave must be taken for important personal, professional development or business reasons and not as vacations or recreation.
3. Personal days shall not be allowed on the day immediately before or immediately after a holiday and/or vacation except in an emergency or in extenuating circumstances. If a director requests emergency or extenuating circumstances personal leave under this specific paragraph, the director will provide the Superintendent with the reason for such

leave when the director makes the request.

- C. Information regarding Military Leave is available from the Human Resources office.

ARTICLE IX
Leaves of Absence Without Pay

A. A leave of absence without pay of up to two years may be granted to any professional status director who joins the Peace Corps, Vista, Massachusetts Directors Corps or serves as an exchange director, and is a full-time participant in any such program. Upon return from such leave, a director will be considered as if he/she were actively employed by the COMMITTEE during the leave. The period of time spent on such leave shall not be counted as service for the purpose of advancement on the salary schedule.

B. Parental Leave and Childrearing Leave

1. Information regarding parental leave pursuant to Section 105D of Chapter 149 of the General Laws of Massachusetts (“Massachusetts Parental Leave Act” or “MPLA”) and leave pursuant to the federal Family and Medical Leave Act is available from the Human Resources office.
2. Childrearing leave through the end of the school year during which the birth or adoption occurs and, at a maximum, through the end of the next school year is available to directors who have professional status. (For example, if the birth or adoption takes place on March 1, the leave may extend through the end of that school year, plus one additional school year.) To request childrearing leave, the director should notify the Director of Personnel at least two (2) weeks prior to the date when the parental leave is to commence. Such notice may be waived by the Superintendent/designee.
3. A director who is pregnant or on leave due to childbirth and who is physically unable to work because of disability related to the pregnancy or birth may, while school is in session, use her accumulated personal sick leave to cover those days when she is disabled and unable to work. A mother is presumed to be disabled and unable to work for the first eight weeks following childbirth. The Superintendent may require the director to submit adequate medical evidence for any other period of disability. In addition, if the Superintendent or the Administrator of Special Education questions the fitness of the director to return to her position, the Superintendent/Administrator of Special Education may require the production of adequate medical evidence and/or examination by a physician mutually agreed upon by the COMMITTEE and the director prior to the director’s return.
4. Any professional status director who has accepted a child as part of adoption procedures may use his/her accumulated personal sick leave, up to 40 days, to cover those days when he/she attends to the adoption of his/her child. The Superintendent may require the director to submit adequate evidence for the period necessary to attend to the adoption.

5. If a director does not return to his/her employment at the scheduled end of his/her parental leave, his/her employment will be terminated. A director on parental leave who wishes to extend the leave beyond that originally scheduled during the current school year must seek approval from the Superintendent for such extension at least five weeks prior to the originally scheduled return date. A director on parental leave who wishes to extend the leave beyond that originally scheduled into the next school year must seek approval from the Superintendent for such extension no later than May 1. A failure to do so will allow the Superintendent to terminate said director's employment.
 6. During all unpaid portions of parental leave and all unpaid portions of childrearing leave, the director will not accrue benefits or pay increments. However, at the time of return, all benefits to which a director was entitled at the time a parental leave commenced, including unused, accumulated sick leave, will be restored to the director upon his/her return, and the director will be assigned to the same or comparable position held at the time the leave commenced.
 7. **Parental Leave for Non-Birth Parent**
A director who is eligible for leave pursuant to Massachusetts General Laws, chapter 149 section 105D, as the non-birth parent shall be eligible to use up to and including five (5) accrued sick leave days for the birth of his/her child in addition to any leave such director may be eligible for under Article VIII.A. 5. and/or personal leave. Such director shall provide at least two (2) weeks' notice to the Director of Personnel of the anticipated date of departure.
- C. A leave of absence without pay or increment not to exceed the current work year may be granted to a professional status director for the purpose of caring for a sick member of the professional status director's immediate family. During this unpaid leave, the director will not accrue benefits or pay increments. However, at the time of return, all benefits to which a director was entitled at the time that the leave commenced, including unused, accumulated sick leave, will be restored to the director upon his/her return, and the director will be assigned to the same or comparable position held at the time the leave commenced. The director must notify the Superintendent in writing on or before February 1 that the director will be returning at the start of the following work year; failure to notify the Superintendent shall be deemed a voluntary resignation.
- D. A professional status director will be granted a leave of absence without pay or increment for up to one work year for personal health reasons. Requests for such leave will be supported by appropriate and acceptable medical evidence. The director must notify the Superintendent in writing on or before February 1 that the director will be returning at the start of the following work year; failure to notify the Superintendent shall be deemed a voluntary resignation.
- E. Any director whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- F. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.

G. Directors on leave of absence without pay or increment will give written notice to the Superintendent of Schools by March 1 of their intent to return the following September.

ARTICLE X
Reductions In Force

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

- A. The Superintendent shall make every effort to notify any director who is to be affected by a reduction in force by May 15, but in any event no later than June 15 of the school year preceding the school year in which the reduction is to be effected. If the budget is completed earlier than June 15, directors will be notified in a timely manner.
- B. A director who is being laid off who had professional teacher status as a teacher in the Winchester Public Schools may displace a teacher who does not have professional teacher status provided the director has the license to teach the courses of the teacher being displaced.

ARTICLE XI
Directors Assignment

- A. Each director required to use his/her automobile in the performance of his/her assignment will receive three hundred dollars (\$300) per work year for all such driving which is approved in advance by an administrator.
- B. Directors shall satisfy the requirements in their job descriptions.
- C. Directors may be assigned as the primary and/or secondary evaluators of teachers. Prior to final assignment of evaluation responsibilities, Directors will consult with Principals to offer feedback on the primary and secondary evaluator assignments for teachers.
- D. The district will assign a primary and secondary evaluator for teachers. The primary and secondary evaluators will collaborate to discuss any expectations and responsibilities related to completion of the evaluation, such as: observations, formative evaluations, and summative evaluations.
- E. If the primary and secondary evaluator are unable to come to an agreement with regards to the expectations and responsibilities related to the completion of the evaluation, then the superintendent or his/her central office administrator designee will meet with both parties and make a decision.

ARTICLE XII
Insurance and Annuity Plan

A. In the event of any change in Town policy, the COMMITTEE will request the Selectmen to pay the maximum premium permitted by the Town policy of the cost of the following types of insurance coverage:

1. Individual or family health insurance coverage, whichever applies in the particular case, for the current Town approved health plan presently available to directors.

The premium split for individual plans is 75% employer and 25% Employee; the premium split for the family plan is 75% Employer and 25% Employee.

B. Directors will be eligible to participate in a "Tax Sheltered Annuity Plan."

C. Directors will be eligible to elect the life insurance plan generally available to employees of the Town of Winchester and Winchester Public Schools.

ARTICLE XIII
Children of Non-Resident Directors

This Article does not apply to directors who commenced employment with the Winchester Public Schools on or after April 1, 2021 and were not members of Unit A before moving to the director position.

Children of full-time directors employed in the Winchester School System who reside outside of Winchester may be allowed to attend the Winchester schools tuition free. A director who was a teacher in the Winchester Public Schools immediately prior to being appointed as a director and whose child(ren) was/were enrolled in the Winchester Public Schools pursuant to Article 20, Section G of the Unit A collective bargaining agreement between the Committee and the Association covering teachers, shall be permitted to continue to enroll his/her/their children in the Winchester public schools while serving as a director for the Winchester Public Schools. Such enrollment is subject to the following:

(1) The child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the director's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

(2) The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the director will be responsible for enrolling the child in his/her district of residence.

(3) The director is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.

(4) In the event that the director ceases to be employed as a full-time employee by the district, the child's enrollment will be terminated.

(5) Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.

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

ARTICLE XIV **Personnel File**

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

ARTICLE XV **Evaluation**

The Assistant Superintendent or designee shall evaluate a director's performance utilizing the Massachusetts Department of Elementary and Secondary Education's model system for educator evaluation-administrator process.

Joint Committee: There shall be a joint committee consisting of Directors and the Assistant Superintendent and the Director of Personnel to review and update the current Educator Evaluation tool and procedures for Directors. Such committee shall make its recommendations for changes to the parties on or before the start of the 2021-2022 school year. All changes are

subject to approval of the School Committee and ratification by the Unit E membership. (This paragraph shall expire at the start of the 2021-2022 school year.)

ARTICLE XVI
Professional Development and Educational Improvement

A. Courses, Conferences, & Workshops

1. The Committee will pay tuition and fees each year for courses, conferences and workshops approved by the Superintendent of Schools. Reimbursement of tuition and fees shall be paid upon receipt of a transcript certifying satisfactory completion of the course(s). Reimbursement shall be limited to an aggregate coursework/conference/workshop maximum of eighteen hundred dollars (\$1,800.00) per unit member over the three-year term of this Agreement. Directors are expected to participate in courses, conferences, and workshops that will allow them to remain current on regulations and laws and to offer professional development for other staff in district.
2. The COMMITTEE will pay one hundred percent of all costs including tuition and fees for courses required by the Superintendent of Schools. The COMMITTEE will pay full expenses for each day, during the regular school year, of a director's attendance at any workshop or seminar he/she is requested to attend by the COMMITTEE or Superintendent of Schools.
3. The COMMITTEE will pay full expenses plus per diem pay for each day of a director's attendance at any workshop or seminar he/she is requested to attend by the Superintendent of Schools, between the close of school in June and the opening of school in September.

B. Internships

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

ARTICLE XVII
Conditions for Movement on the Salary Schedule

Advancement in salary and or salary step up to the stated maximums shall be made upon recommendation by the Assistant Superintendent and approval of the Superintendent. Such advancement shall be based upon a continued high standard of performance and/or demonstrated improvement in efficiency of service. Any director, whose work or professional preparation is adjudged unsatisfactory, may be retained at the same salary for the succeeding year by the Assistant Superintendent and with the approval of the Superintendent. Where such action is taken, the director shall receive an explanation in writing before April 15. If and when a director who has been judged unsatisfactory is determined to be satisfactory, he/she will be put

on his/her appropriate step on the salary guide but will not be entitled to any compensation lost during the time he/she was judged to be unsatisfactory.

ARTICLE XVIII
Academic Freedom

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

ARTICLE XIX
Good Cause

A director shall not be suspended or terminated (which shall not include the non-renewal of a director who has not served in the position of Director for the Winchester Public Schools for three consecutive years) without good cause. Any director receiving a reprimand shall only be reprimanded for good cause. Good cause generally incorporates progressive discipline except in situations of conduct unbecoming an employee, insubordination, inefficiency, incapacity, incompetency, egregious misconduct or failure to meet performance standards.

To that end, the Association recognizes the authority and the responsibility of the Superintendent for disciplining or reprimanding a director for delinquency of professional performance. If a director is to be reprimanded or disciplined, she/he shall have the right to Association representation present at such questioning or other form of hearing or exercise of authority to discipline or reprimand if she/he so states at the time.

ARTICLE XX
Committee Rights

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

ARTICLE XXI
Term of Contract

This AGREEMENT shall be effective as of July 1, 2021 and shall remain in effect until June 30, 2022.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 11 day of August _____ of 2021.

DocuSigned by:

6D8C9FDCD39C4E8...
School Committee of the
Town of Winchester

DocuSigned by:

5CA613B9B12842E...
Winchester Education Association

APPENDIX A

A.1 Salary Schedule for Directors in Core Subjects 200 Day Work Year

Effective July 1, 2021

Current Employees	MA	MA 15	MA 30	MA 45	MA 60
1	69,895	72,806	75,713	79,425	83,138
2	69,895	72,806	75,713	79,425	83,138
3	72,157	75,070	77,977	81,689	85,402
4	74,990	77,907	80,814	84,523	88,238
5	77,799	80,717	83,628	87,340	91,052
6	80,623	83,543	86,452	90,167	93,880
7	83,445	86,366	89,279	92,992	96,704
8	86,273	89,197	92,115	95,825	99,537
9	89,664	92,591	95,507	99,218	102,932
10	93,045	95,974	98,891	102,604	106,318
11	96,993	99,923	102,847	106,557	110,270
12	100,947	103,881	106,804	110,518	114,231
13	103,781	106,804	110,363	114,077	117,789
14	106,823	109,940	113,478	117,305	121,127
15			116,821	120,766	125,287

The Director's per diem rate is calculated by dividing the annual salary by 200 days.

**A.2 Salary Schedule for Music, Art, EL, and Nursing Directors
195 Day Work Year**

Effective July 1, 2021

Current Employees	MA	MA 15	MA 30	MA 45	MA 60
1	68,148	70,985	73,820	77,439	81,059
2	68,148	70,985	73,820	77,439	81,059
3	70,353	73,193	76,027	79,647	83,267
4	73,115	75,959	78,794	82,410	86,032
5	75,854	78,699	81,537	85,157	88,775
6	78,607	81,454	84,291	87,913	91,533
7	81,359	84,207	87,047	90,668	94,286
8	84,116	86,967	89,812	93,429	97,049
9	87,422	90,276	93,119	96,738	100,359
10	90,719	93,575	96,419	100,039	103,660
11	94,568	97,425	100,276	103,893	107,513
12	98,424	101,284	104,134	107,755	111,375
13	101,186	104,134	107,604	111,225	114,845
14	104,152	107,191	110,641	114,372	118,099
15			113,901	117,747	122,155

The Director's per diem rate is calculated by dividing the annual salary by 195 days.

