

**AGREEMENT**

**between**

**WILMINGTON SCHOOL  
COMMITTEE**

**and**

**WILMINGTON TEACHERS'  
ASSOCIATION**

**September 1, 2018 - August 31, 2021**

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## AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this agreement is made this DATE, by the School Committee of the Town of Wilmington (hereinafter sometimes referred to as the Committee) and the Wilmington Teachers' Association (hereinafter sometimes referred to as the Association).

## PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Wilmington, and that good morale within the teaching staff of Wilmington is essential to achievement of that purpose, we the undersigned parties to this Agreement declare that:

A. Under the laws of Massachusetts, the Committee, elected by the citizens of Wilmington, has final responsibility for establishing the educational policies of the public schools of Wilmington;

B. The Superintendent of Schools of Wilmington (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;

C. The teaching staff of the public schools of Wilmington has responsibility for providing in the classrooms of the school, education of the highest possible quality;

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,

E. To give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE I

### RECOGNITION

Section 1. In recognition of the fact that the Massachusetts Labor Relations Commission in Case No. MCR-1045, as subsequently clarified by agreement of the parties in Case No. CAS-2031, and as amended by the parties in accordance with the letter of November 17, 1976 has certified the Wilmington Teachers Association as their bargaining representative on all matters recognizable as subjects of collective bargaining under the provisions of General Laws, Chapter 150E, the Committee recognizes the Association as the exclusive bargaining agent for the employees in the following unit for the purposes of collective bargaining with respect to wages, hours and other conditions of employment:

Professional Employees: Teachers, Librarians, Curriculum Team Leaders, Counselors, Alternative Evening School Coordinator\*, Alternative Evening School Teachers\*, and long-term substitute employees; (long-term substitute employees are defined as teachers who are assigned to regular full time teaching duties for a minimum of sixty working days)

\*See Article XXI

But excluding: Superintendent of Schools, Assistant Superintendent, Director of Administration and Finance, and all other professional and non-professional employees of the Wilmington School System.

## Section 2.

A. Long-term substitutes who are hired for a period of at least sixty (60) school days and continue to be employed until the ninetieth (90) school day shall be paid at the rate of \$125 per day.

In addition, these employees will receive one (1) sick day for each twenty (20) consecutive days worked; and one (1) personal day after each sixty (60) consecutive days worked up to a maximum of 2 days.

B. Long-term substitutes who are employed for ninety-one (91) or more school days shall be paid according to the salary schedule in effect at the Bachelor's Column, Step 1. In addition, these employees will receive one (1) sick leave day for each twenty (20) consecutive days employed; and one (1) personal leave day after each sixty (60) consecutive days employed up to a maximum of two (2) days.

C. If an employee is hired as a replacement for a teacher who dies, retires or resigns, and is employed for ninety-one (91) or more school days, he/she shall be employed as a regular teacher.

Section 3. This Agreement is the complete agreement between the parties covering all subjects of bargaining for the term hereof.

Except as set forth below in this section, the Committee shall not be under any obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

Should the Committee contemplate a change of existing Committee policy not covered by this Agreement which affects wages, hours or other conditions of employment of employees covered by this Agreement, the Committee shall notify the Association regarding such change and shall meet to negotiate concerning such change.

In the event that agreements are mutually reached either pursuant to this Section or on a voluntary basis, between the Committee and the Association, they will be reduced to writing,

will be signed by the Committee and the Association and will become an addendum to this Agreement.

## ARTICLE II

### GRIEVANCE PROCEDURE

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

Section 1. For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any teacher involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2. It is agreed that an individual teacher or group of teachers if he/she or they so desire shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Association; provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at such adjustment and be informed of the facts pertinent thereto. The Association will be provided with a copy of the remedy provided at any level of the grievance procedure.

Section 3. A matter which is not specifically covered by any provision of this Agreement or which is reserved to the discretion of the Committee by the terms of the Agreement may not be the subject of a grievance under the Agreement. Nothing in this Agreement is to be construed as preventing an employee from discussing a problem with his or her immediate supervisor.

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

Section 4. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department in the Town of Wilmington for any teacher involved in presenting such grievance.

Section 5. The purpose of the procedure set forth hereinafter is to produce prompt, ethical, and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and

the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Section 6. If at the end of ten (10) school days next following the occurrence of any grievance or ten (10) school days next following the date when the teacher should reasonably have had first knowledge of its occurrence, the grievance shall not have been presented at Level One of the procedure set forth below, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefor.

Level One. The grievance shall be presented in writing during nonteaching hours by the employee to the appropriate immediate supervisor and/or principal of the employee.

Level Two. If at the end of five (5) school days next following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing within five (5) school days to the Superintendent who shall within ten (10) school days thereafter, meet with the employee in an effort to settle the grievance.

Level Three. If at the end of ten (10) school days next following the meeting with the Superintendent the grievance shall not have been disposed of to the satisfaction of the teacher, the teacher may refer the grievance in writing to the Chairperson of the Committee within five (5) school days.

The Committee or its designated representatives and the teacher shall meet to discuss the grievance promptly, normally within fifteen (15) school days after receipt of an appeal from Level Two. The Committee will give its written answer to the grievance within five (5) school days following the conclusion of the meeting.

Level Four. If no satisfactory settlement is made, and if the grievance shall involve an interpretation or application of a specific provision of this Agreement, the Association may appeal to arbitration by written notice of such intention to appeal within five (5) school days after receipt of the written answer under Level Four. No matter involving grievances presented by Employees covered by this Agreement may be referred to arbitration without the approval of the Association. The appeal to arbitration shall be processed in accordance with the conditions and procedures set forth in Article III (Arbitration).

Section 7. As used in this Article and in Article III (Arbitration), the term "teacher" shall include any member of the bargaining unit at the appropriate level involved.

Section 8. A grievance not initiated within the time specified shall be deemed waived. Failure of the teacher filing the grievance to appeal a decision within the time limit specified will

mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

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

Section 9. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Section 10. Notwithstanding the provisions of Section 2 of this Article, the individual teacher, if he/she so desires, shall have the right to be represented by the Association at the appropriate level of the grievance procedure.

### ARTICLE III

#### ARBITRATION

Section 1. In the event the Association or the Committee elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: the arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules which shall apply to the hearing.

Section 2. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present or future member of the Committee or Association have any personal obligation for payment under the provisions of this Agreement.

Section 3. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and



the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

Section 4. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

It is the express intent of the parties hereto that the Arbitration Procedures defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of this Agreement. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. Any party raising the issue of arbitrability shall first proceed on that matter.

#### ARTICLE IV

#### MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

#### ARTICLE V

#### AGENCY FEE

Section 1. The Committee agrees to deduct from the salaries of its bargaining unit members' dues for the Wilmington Teachers' Association, Massachusetts Teachers' Association and the National Education Association. All bargaining unit members desiring to have dues deducted shall complete appropriate forms in writing and submit them to the WTA Treasurer who will then submit them to the Superintendent's office.

Section 2. The Association will certify to the Committee in writing the current rate of membership dues. The Association shall give the Committee fourteen (14) days written notice prior to the effective date of a change in membership dues.

Section 3. The Committee shall require, as a condition of employment commencing with the

2010-2011 school year, that employees who are not members of the Association pay an agency service fee to the Association. Employees may pay this agency fee either by payroll deduction or by lump sum payment directly to the WTA Treasurer. Employees must choose either option no later than thirty (30) school days after their initial employment or the effective date of this agreement whichever is later. Forms authorizing payroll deduction will be completed by the teacher and submitted to the WTA treasurer who will then forward them to the Superintendent's office.

Section 4. The Association shall indemnify and save or hold harmless, the Committee against all claims, demands, suits or any other form of liability which may arise by reason of any action taken pursuant to this Article.

## ARTICLE VI

### SALARIES

Section 1. Subject to the provisions of this Article, the salary of each member of the unit in the Wilmington School System shall be set forth in Appendices A, B, and C or any subsequent amendments hereto.

Section 2. Placement of persons in the system on various steps of the salary schedule shall be according to years of teaching and/or related experience as well as degrees and course credit. On the initial election of the teacher, teaching experience, degree status, and any related experiences will be considered for placement on the salary schedule. Evaluation of the related experience shall be at the sole discretion of the Superintendent.

Section 3. By October 1 of each school year every professional employee shall receive a written statement designating his or her basic salary for that year, per diem rate of pay, and the number of available sick leave days as of the opening day of school in that year.

Section 4. Each member of the unit shall be paid in twenty (26) equal installments payable every other Thursday through the month of June. Installments for the months of July and August for persons not working these months will be paid by a single check. Such single check will be dated on or before July 1, but will be given to the teachers on their last work day in June. Effective August 27, 2014, all bargaining unit members shall be required to use direct deposit to receive their paycheck.

#### Section 5.

A. Each professional employee under this agreement has the option to receive 1/26 of his/her annual salary every other Thursday, beginning with the first Thursday of the school year, and continuing through the last day of the school year in 26 payments.

B. Each professional employee under this Agreement has the option to receive 1/21 of his/her annual salary every other Thursday beginning with the first Thursday of the school year.

C. A professional employee electing either payment option must give written notice of his/her choice to the Director of Administration and Finance by June 1 of the preceding school year. Each employee shall be paid in accordance with the plan of his/her choice unless and until he/she notifies the Director of Administration and Finance in writing by June 1 of the preceding school year of his/her desire to change the opted method of payment.

#### Section 6.

A. Under any method of payment, allowances are to be made for any necessary deductions.

B. Authorized deductions in equal installments shall be made for the annual dues of the membership in the Wilmington Teachers Association, Massachusetts Teachers Association and National Education Association. Details of such installment deductions shall be jointly specified and agreed upon by the Director of Administration and Finance and the Association.

C. Deductions related to the Stoneham Municipal Employees Federal Credit Union or any other banking establishment in accordance with current practice shall be made.

D. Employees participating in medical and/or other insurance benefits available to the Town unit may have the payments for such programs made through equal payroll deductions.

E. Deductions for teacher annuity programs shall be allowed pursuant to Chapter 71, Section 37B of the General Laws.

Section 7. Teachers receiving differentials for extracurricular activities will be paid upon the completion of the activity as follows:

Fall activities will be paid the first pay day that follows Thanksgiving.

Winter activities will be paid the first pay day that follows the third Monday in March.

Spring activities will be paid the last pay day in June.

Teachers receiving differentials for extracurricular activities that last the entire year will be paid in June, unless prior to November 1 of that year, or any previous November 1, they have notified the Director of Administration and Finance in writing of their desire to be paid in the three equal installments in November, March and June.

#### Section 8. Dental Insurance

The School Committee shall establish and administer a voluntary one hundred percent (100%) employee-funded group dental insurance plan.

Section 9. All employees covered by this agreement shall have their annual salary (from Appendix A) increased by seven hundred dollars (\$700.00) beginning with their fifteenth (15<sup>th</sup>) consecutive year of service as a member of the bargaining unit in the Wilmington Public Schools. At the start of their twentieth (20<sup>th</sup>) consecutive year of service, employees covered by this agreement (from Appendix A) shall have their annual salary increased by one thousand three hundred dollars (\$1,300.00). At the start of their twenty fifth (25<sup>th</sup>) consecutive year of service, employees covered by this agreement (from Appendix A) shall have their annual salary (from Appendix A) increased by one thousand nine hundred dollars (\$1,900.00). At the start of their thirtieth (30<sup>th</sup>) consecutive year of service, employees covered by this agreement (from Appendix A) shall have their annual salary increased by two thousand two hundred fifty dollars (\$2,250.00).

## ARTICLE VII

### SICK LEAVE

#### Section 1.

- A. Teachers shall have available to them fourteen (14) days' annual sick leave each school year with accumulation up to a maximum of one hundred eighty (180) days.

New teachers, upon commencing actual employment as members of the bargaining unit, will be credited with seven (7) days of sick leave. An additional seven (7) days shall be credited to the teacher on February 1st of that school year. A new teacher who exceeds seven (7) days' absence before February 1st but who does not exceed fourteen (14) days' absence shall not be charged for the additional days unless he/she resigns, fails to report back to work, or otherwise has his/her employment terminated prior to February 1st. He/she may have deducted from his/her pay any day's absence in excess of fourteen (14) in accordance with the terms of Section 3.

Teachers who work in the following programs: The PLACE (Boutwell Program), The Bridge (Boutwell Program), Preschool Compass Program (Wildwood Program), Kindergarten Compass Program (Wildwood Program), Language Based Program Woburn St. and Shawsheen El.), Elementary Pathways Program (Shawsheen El.), Reach Program (Shawsheen El.), Language Based Program (West Int.), Intermediate Pathways Program (West Int.), Middle School Life Skills Program, High School Life Skills Program, Middle School Transition Program or any teacher who is required as a matter of contract to work more than 182 days, shall have additional sick leave granted to him/her at the rate of one (1) additional day of sick leave for every additional 13 days of employment required by student's individual education plan.

For example, if a part time employee assumes a full time position, his/her accrued sick time earned while in the part time position will be counted as a full day. An employee that works 182 days per year as an 80% employee will accrue 14 sick days. If said employee then becomes a full time employee they will have accrued 14 sick days (assuming they did not use any days) plus their current allotment of 14 sick days for a total of 28 sick days. These days, when used, will be paid at the current contractual rate. An employee that works less than 182 days per year (i.e. 146 days 80% employee), will accrue 11 sick days. If said employee then becomes a full time employee they will have accrued 11 sick days (assuming they did not use any days) plus their current allotment of 14 sick days for a total of 25 sick days. These days, when used, will be paid at the current contractual rate. Finally, if a full time employee assumes a part time position, his/her accrued sick time earned while a full time employee will be counted as a full day. These days, when used, will be paid at the current contractual rate.

- B. If a member is not out sick any days during a school year they will receive an attendance incentive in the amount of two hundred fifty dollars (\$250.00).

Section 2. Family Illness Leave:

A teacher who has completed one school year of service shall be allowed to use up to five (5) days of accrued sick leave per year for time needed to care for a sick family member. Family member shall be restricted to parents, parents-in-law, spouse, children or a family member residing in the same household. The Superintendent upon the request of the teacher may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick leave and carries all the implications, requirements and responsibilities of sick leave.

New teachers shall be allowed to use up to two (2) days of accrued sick leave upon commencing employment; and on February 1st, the teacher shall be allowed to use another two (2) days of accrued sick leave for the purpose of family illness as defined above.

Section 3. When sick leave has been exhausted (absent benefits from Article VII), salary deductions may be deferred to the summer check(s) from November 1 to the end of the school year. As each teacher's situation may differ, arrangements for this procedure should be made in person by the teacher with the Director of Administration and Finance.

Section 4. No teacher shall be charged time against sick leave for any day that schools are not in session. A teacher who leaves school due to illness prior to working more than one-half day shall be charged with one-half day of sick leave.

Section 5. In recognition of dedicated service to the children of Wilmington any professional member of this unit who has taught for fifteen (15) years in the Wilmington School System, upon his/her retirement shall be eligible to receive a lump-sum payment at the end of his/her final year of teaching for all unused sick leave accumulated to that date as provided below.

Eligible teachers who intend to retire will notify the Superintendent in writing by December 1 of the school year prior to the year in which they intend to retire under the provisions of the Massachusetts Teachers Retirement Act.

Upon retirement, the Committee will compensate each retired teacher at the rate of fifteen (15) dollars for each unused day of cumulative sick leave available on the last day of the work year. Payment for these unused sick leave days will be available on August 1 or thereafter.

Section 6. When covered by the Workers' Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by General Laws Chapter 152, Section 69, whereby such sick leave payments will be chargeable pro rata against accumulated sick leave and whereby the amount, when added to Workers' Compensation Benefits does not exceed his/her full salary or wages.

In instances where accumulated sick leave or Sick Leave Bank benefits are exhausted, the teacher will only receive the applicable Workers' Compensation Benefits.

Section 7. Certain use of sick leave may be deducted from the teacher's entitlement to leave pursuant to the Family Medical Leave Act of 1993 and the Committee FMLA Policy.

## ARTICLE VIII

### SICK LEAVE BANK

Section 1. Effective for the three year term of this Agreement, a Sick Leave Bank will be established for use by qualified members whose sick leave accumulation is exhausted through serious prolonged illness and who require additional leave to make full recovery from an extended illness.

Section 2. Each member of the bargaining unit who is eligible to participate shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank for the term of this Agreement to be utilized by those who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness.

Section 3. Individuals shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the school year (including the fourteen (14) days referred to in Article VII, Section 1, but after the submission required by Article VIII, Section 2).

If a person once qualified as set forth above for participation in the Sick Leave Bank, he or she shall not be required to requalify during the term of this Agreement in case of subsequent illness which would otherwise qualify for participation in this bank.

Section 4. Sick Leave Bank days shall only be available after the infirm employee has exhausted his or her entire personal sick leave, both annual and accumulated.

Section 5. Any sick leave granted under the provisions of this Article shall expire at the end of the applicable school year for the individual involved.

Except as set forth in Section 6, there shall be no accumulation or carryover beyond the term of this Agreement of unused Sick Leave Bank days initially contributed under Article VIII Section 2.

Section 6. If the Sick Leave Bank is exhausted during the three year term of this Agreement, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible person from his/her annual days of sick leave. To the extent that such additional days are unused at the conclusion of this Agreement they may be carried over to any successive school year.

Section 7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two members shall be designated by the Committee to serve at its discretion and two members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:

- A. Adequate medical evidence of serious illness;
- A1. The Sick Leave Bank Committee, after investigation, may require the individual to submit to a medical examination which will be conducted by a reputable medical examiner or medical firm long established for that purpose. The medical report issued will be determinative of the individual's medical condition. Cost of this examination will be borne equally by the Association and the Committee;
- B. Prior utilization of all eligible sick leave;
- C. Length of service in the Wilmington School System.

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

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

Section 8. Application for benefits shall be made in writing on the appropriate application form to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.

Section 9. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

Section 10. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Section 11. Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.



ARTICLE IX

PERSONAL LEAVE

Section 1. It is recognized by all that absences by regular teachers from classrooms interrupt the educational process and must, therefore, be held to an absolute minimum.

Section 2. Three (3) days' leave with pay may be granted for imperative personal business or religious obligations, which could not effectively be conducted outside of school hours. Personal days shall be pro-rated for part-time employees, using the following formula:

FTE	Number of Personal Days
0.3	1
0.4	2
0.5	2
0.6	2
0.8	3

Section 3. Teachers are allowed three (3) personal days with pay per contract year, to be used with the advance approval of the superintendent. Personal days are not cumulative from contract year to contract year. When requesting such personal leave the teacher need not specify any reason other than 'leave—personal reasons' and must submit such requests, in writing, as soon as possible, but not less than forty-eight (48) hours before the absence occurs.

In no instance shall this leave be requested so as to extend a holiday or vacation.

Section 4. A teacher may apply for a personal day on a day immediately before or after a holiday or vacation only for the express purpose of religious observance where such observance could not effectively be conducted outside school hours, and the Superintendent will grant the request with pay if the request does not exceed the number of possible personal days granted under the terms of this agreement.

The superintendent may approve a personal day on a day immediately before or immediately after a holiday or vacation for a purpose other than religious observance. In such cases the teacher must provide documentation to the superintendent that clearly indicates the request for leave is not for the purpose of extending a holiday or vacation.

Section 5. Nothing in this section shall preclude the Superintendent from granting additional personal leave without pay for reasons which he/she deems urgent. In such cases, deductions from salary shall be made on the basis of 1/182 of the teacher's annual salary for each such day.

## ARTICLE X

### CAREER CHANGE

A teacher with professional teacher status who has taught in Wilmington for more than five consecutive years may be granted a leave of absence without pay for one school year to explore a career change. Applications for such leave must be filed in writing with the Superintendent no later than the February 1st preceding the September of the academic year for which the leave is requested. Not more than two persons shall be granted such leave in any one school year. Persons on leave must notify the Superintendent in writing by March 15th of the year in which they are on leave if they intend to return. The School Department will provide notice of this requirement by sending a certified letter to the last known address on record at the School Department. Failure to provide such notice of intention to return will be deemed a resignation.

## ARTICLE XI

### BEREAVEMENT LEAVE

Section 1. A maximum of five (5) days' leave will be allowed generally at the time of death in the immediate family. This leave will be granted upon notice to the Superintendent and a notation will be made in the personnel records of the name and relationship of the deceased.

"Immediate family" is defined as: wife, husband, child, brother, sister, parent, parent-in-law, grandparents, grandchildren, and any relative residing in the same household.

Section 2. One (1) day's leave will be granted in case of the death of other relatives or a close friend. The leave must be approved by the Superintendent and a notation will be made in the personnel records of the name and relationship of the deceased.

## ARTICLE XII

### SABBATICAL LEAVE

Section 1. Any teacher who has served in the Wilmington Public Schools for a period of at least five (5) consecutive full school years, may be granted by the Superintendent a Sabbatical Leave of Absence not exceeding one (1) year for the following purposes, provided that the subject of the sabbatical leave is in a field which will relate to the teacher's area of endeavor in the Wilmington Public Schools.

A. An approved full time graduate study which may or may not be made possible through a foundation grant or government grant but is in connection with an accredited institution.

B. Approved travel which is defined as:

1. Travel to foreign countries or areas within the United States which will broaden the teacher's knowledge and understanding of a phase of education which relates directly to his/her field in the Wilmington Schools.
2. Travel to educational institutions. The results of such experiences should bear directly on improved instruction or operation of the Wilmington Schools.

Section 2. No more than two (2) members of the professional staff shall be on sabbatical leave during a school year.

Section 3. The salary for personnel on sabbatical leave shall be three fourths (3/4) of the regular annual salary for the time in which they are on leave.

Section 4. Upon return from such leave, a written report of activities during the leave shall be submitted to the Superintendent of Schools.

Section 5. All sabbatical leaves shall be granted in accordance with Chapter 71, Section 41A of the General Laws of the Commonwealth of Massachusetts which states:

Prior to the granting of such leave the teacher shall enter into a written agreement with the superintendent that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Section 6. Applications may be obtained from the Office of the Superintendent of Schools, 159 Church Street, Wilmington, Massachusetts 01887. The closing date for filing applications at this office shall be December 1 preceding the September of the academic year in which the leave is requested. Should the request for such leave be denied, the applicant will be granted an interview with the Superintendent by March 1 and will also be given written notice of the disposition of his/her application.

Section 7. The Superintendent in considering the application will take into account the number of persons making application, the effect of absence of these persons upon the school system, and the relative benefits to the Wilmington School Department of the objectives of the leave. The granting of sabbatical leave shall be discretionary with the Superintendent and shall not be subject to the grievance procedure.

## ARTICLE XIII

### MATERNITY LEAVE

Section 1. Upon receipt of at least (2) two weeks' written notice of her/his anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence without pay for maternity/paternity or adoption of a child, for up to eight (8) weeks to any employee who has performed her/his regular duties for at least ninety (90) calendar days following initial employment, but less than one full school year, in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D.

This leave may be extended by written agreement with the Superintendent in order that the members of the unit who have been on maternity leave status will return at the beginning of a semester. The substitute normally will be employed on a semester to semester basis to fill in for maternity leaves.

Section 2. A full-time teacher who has taught one full school year may apply for, and be granted, a twelve (12) week leave pursuant to the Family Medical Leave Act of 1993 (FMLA) and the Committee's FMLA policy. Such teacher should obtain a copy of this policy for the duties and obligations of the Committee and the teacher.

Section 3. In the event the member of the unit desires a leave longer than the eight (8) weeks provided by G.L. c.149, §105D, or the twelve (12) weeks provided by FMLA, the below listed procedure shall be followed.

Section 4. By prior written agreement with the Superintendent, the maternity/paternity leave of absence may be extended to the first day of the next schoolyear following the birth of the child (or the first day of the subsequent school year if the teacher has been employed for more than two (2) years).

Section 5. The member of the unit must notify the Superintendent in writing by the first of March in the calendar year in which her maternity leave expires of her intention to return in September or her intention to retire from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

Section 6. In the event of unforeseen circumstances, for example, that the child does not live, the member of the unit may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent in the case of an acceptable vacancy.

## ARTICLE XIV

### VACANCIES AND PROMOTIONS

Section 1. Notice of all vacancies will be posted in all schools and sent to each teachers' Wilmington School Department e-mail address within ten (10) days of the Superintendent's decision to fill the vacancy. The posting notice will specify the closing date for application, which except in unusual circumstances, shall be at least seven (7) days after the posting. This paragraph covers such non-teaching positions as counselors, administrators, librarians and supervisors and all positions in which a ratio or differential is involved. Notice of bargaining unit vacancies for the following year or season shall be exclusively posted internally for a period of seven (7) calendar days. Notice of openings for the current school year shall be exclusively posted internally for two (2) calendar days. Any subsequent postings for the position will be posted internally and externally simultaneously.

Section 2. The qualifications, duties and rate of compensation will be stated in the notice; however, any specific requirements for the position may be waived by the Superintendent if an outstanding candidate is qualified in all other aspects.

Section 3. It is the intention of the Superintendent to fill any position which becomes vacant within sixty (60) days, when practicable, and when it is in the best interest of the school system to do so. This does not preclude the Superintendent from exercising his/her right to abolish a position or his/her right to fill any position on a temporary basis.

Section 4. Each applicant will be given written notice of the disposition of his/her application.

Section 5. The Superintendent will also post a copy of such notice on the bulletin board at the Central Office and during July and August sufficient copies will be made available to the Association.

#### Section 6. Acting Administrators:

All unit members who agree to work in a vacant administrative position may do so for one (1) school year. As on any unpaid leave of absence, he/she will not lose or accrue any seniority within the bargaining unit. The teacher in the acting position will not evaluate any unit members unless trained according to the Wilmington Performance Standards Document.

## ARTICLE XV

### TEACHING ASSIGNMENT - TRANSFERS

Section 1. Teachers, other than newly appointed teachers, will be notified in writing of any change in their teaching assignment from the prior school year, including the school or schools to which they will be assigned, the grade and/or subject they will teach, and any special

or unusual classes which will require special preparation beforehand. This notification will be given as soon as practical, no later than June 15 of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, notice of such change will be mailed as soon as practical to the teacher's permanent home address or summer address if on file in the Superintendent's Office.

Section 2. Anticipated vacancies shall be posted by February 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent, not later than February 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which he or she wishes to be transferred. As soon as practical, normally not later than the close of school, the Superintendent shall notify said teacher of the disposition of the request.

The wishes of the individual teacher with respect to grade assignment in the elementary school and subject assignment in the secondary school will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor, as decided by the Superintendent without recourse to arbitration.

Section 3. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be hired and assigned within the scope of their teaching license, their college undergraduate major or minor fields of study, or their subject interest as pursued at the graduate level. Exceptions to the above will only be temporary and for good cause as determined by the Superintendent of Schools.

Section 4. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Wilmington School System will be considered. Teachers being involuntarily transferred will be transferred to comparable positions as far as is reasonably practical.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher will be notified of the reasons for such transfer. Reasonable effort will be made to hold such involuntary transfers to a minimum.

Notice will be given generally by June 30 except when circumstances, including but not limited to death, resignation, occur after June 30.

Section 5. All requests for transfers must be renewed each year. Before a teacher is assigned or transferred to or from a particular school, the Principal of the school in question will be consulted regarding said assignment or transfer.

## ARTICLE XVI

### CLASS SIZE

Section 1. The Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupils. Therefore, ideal maximum class size should be as follows:

Pre-Kindergarten/Kindergarten	-	a ratio of one teacher per 20 students.
Grades 1 - 3	-	a ratio of one teacher per 20 students.
Grades 4 & 5	-	a ratio of one teacher per 25 students.
Middle School	-	a ratio of one teacher per 25 students.
High School	-	a ratio of one teacher per 20 students.

The school district will provide the president of the Association with a report on class size numbers for every building by one week before the start of the school year for staff. In providing a list, the parties understand that unforeseen issues, including but not limited to new student move-ins, may change the numbers in individual classes or buildings and that the numbers provided are meant as a guide for the purposes of potentially discussing related issues that may arise prior to the start of school.

The Association and Committee agree to refer any problem of the distribution of special needs students to a committee for resolution. The committee shall consist of the President of the Association, Superintendent of Schools, Director of Special Education, and a person of the President of the Association's choosing.

Section 2. Assignments to shop classes, science labs, physical education, home economics and inclusion classes shall be made based upon safety conditions, available space and educational objectives.

## ARTICLE XVII

### TEACHING LOAD

Section 1. Every teacher and specialist in grades 6-12 shall have at least five unassigned periods per week in a five-day school week available for the preparation of work. Wherever possible, these unassigned periods are to be scheduled on the basis of one unassigned period a day.

Section 2. Each elementary teacher/specialist (PreK-grade 5) shall have five unassigned periods of at least 45 minutes each per week for preparation of work or student consultation.

Should any elementary teacher/specialist (PreK-5) miss a planning period during a week, for reasons beyond his/her control, the period will be made up within one week.

Each Pre-Kindergarten/Kindergarten teacher will have an unassigned period of not less than one-half (1/2) hour between sessions. Each Pre-Kindergarten/Kindergarten teacher shall have 225 minutes of preparation time per week for the duration of this Agreement.

Section 3. In grades 6-12, within the time limits of the existing faculty and classroom space, no more than three (3) "preparations" shall be required of a teacher.

In the event that it is necessary to assign teacher(s) in a department more than three preparations, no teacher shall be assigned a fourth preparation until all department members, subject to certification requirements, have been assigned three preparations. (A Curriculum Team leader must have two preparations before a fourth preparation is assigned.) If the need for a fourth preparation continues beyond one year, it will be rotated among certified department members. A "preparation" shall be defined as a different subject or a different ability classification within the same subject.

Section 4. Nothing herein shall preclude a teacher from volunteering for assignments in excess of the minimum standards set forth above.

Section 5. It is acknowledged that the normal goal will be to provide a schedule whereby a classroom teacher at the secondary level is teaching an average of no more than twenty-five (25) teaching periods per week, and a Curriculum Team leader is teaching an average of no more than five (5) teaching periods per day. In the case of Curriculum Team leaders, attempts will be made to insure that the teaching periods are consecutive. Curriculum Team leaders will not be assigned bus duty, corridor duty, study halls or cafeteria duty.

It is recognized that occasions may arise which require a deviation from the above standards. In such instances, the schedule will be discussed between the Superintendent and the teacher or Curriculum Team leader involved and the reasons therefore provided to the Association in writing. It is acknowledged that the final decision on such deviation must rest with the administration. Reasons and necessity for the deviation may be reviewed with the administration by the individual and/or the Association but shall not be subject to arbitration. The Committee and the Association recognize that such deviations should be kept to a minimum.

Any teacher who accepts a teaching load in excess of the standards set forth above shall be compensated at the rate of \$15 per extra period. Such extra teaching period shall not relieve the teacher of assigned administrative periods.

Section 6. All high school bargaining unit members shall be assigned a group of students during the Interdisciplinary Block. It is the intent of the parties to not exceed ten (10) students and to assign students equitably among unit members, whenever possible. Two times each month, a portion of this block (maximum of 15 minutes each), shall be considered an Advisory. During the Advisory time, the advisor shall deliver curriculum to students based on topics and curriculum provided by the school district. Bargaining unit members will not be required to prepare for Advisory time, nor will they be required to complete recordkeeping or evaluation of



students, except for taking attendance. A member's instruction during the Advisory time shall not be considered in conducting the member's evaluation. Prior to the start of each school year, the parties will meet to review how the Advisory block worked and make any modifications to the program, if necessary.

## ARTICLE XVIII

### WORK DAY AND WORK YEAR

#### Section 1. Work Day

Elementary A (K-5) North/Woburn St/Boutwell	8:15 to 2:35
Elementary B (1-5) WIS, Shawsheen, Wildwood	8:50 to 3:10
Middle School (6-8)	7:10 to 1:40
High School (9-12)	7:35 to 2:05

(a) It is recognized, however, that the Committee may adjust starting and finishing times of the school day provided that the span of consecutive hours for any teacher is not increased. All teachers, specialists, counselors, and personnel covered by this agreement shall be in their classrooms or office areas at the starting time specified by this agreement. It is understood that elementary school start time for teachers, specialists, counselors and personnel covered by this agreement will be posted annually at the commencement of the school year.

(b) The duty-free lunch period for teachers shall be a minimum of thirty (30) minutes.

(c) All teachers must make themselves available for a maximum of two (2) two-hour parent sessions per school year. It is understood that the one evening in the first marking period will constitute one of the two two-hour parent sessions for elementary teachers.

(d) All teachers will be required to attend one (1) one (1) hour meeting per month with the building principal; however, the Administrator of Special Education may use two (2) of the allotted one-hour monthly building principal meetings to meet with all special education teachers. All teachers will be required to attend four (4) one (1) hour meetings each year for the purpose of curriculum improvement. At the secondary level, these four (4) curriculum improvement meetings will be counted as Director/Curriculum Team Leader meetings. In addition, at the secondary level there will be six (6) other one (1) hour meetings with the Director/Curriculum Team Leader.

(e) IST meetings shall be held no more than one hour outside the school day, either before or after the normal school day. Teachers who serve on IST will receive in service credit. Meetings will not normally be scheduled on a Friday afternoon, except in extenuating circumstances.

Every effort will be made to hold TEAM meetings during the school day. If a TEAM meeting extends more than one hour past the close of school, teachers will receive a \$25.00 stipend. In no instance will a Team meeting extend more than two hours beyond the school day.

Teachers who are required to attend a TEAM or PST in the evening or a non-school day shall be compensated at their daily salary rate, pro-rata, to the number of hours employed. No teacher, however, shall be paid less than a half-day's salary.

(f) Nothing herein shall preclude a teacher from volunteering for activities in excess of the maximum standards set forth above.

(g) Teachers shall have at least 5 school days from the close of the term to submit grades and 5 school days from the midpoint of the term to submit interim reports. Neither interim reports nor term grades shall be due during a week when a faculty meeting or department meeting is scheduled.

(h) Principals will meet with representatives of the Association to develop a list of current duties. Copies of each list of duties will be given to the Association President and the Superintendent of Schools. In the event that a building principal wishes to assign a new duty, the following process will be followed: should an individual building principal desire to implement a new administrative duty, he/she shall meet with representative(s) from the Association at the building level to explain the rationale for the duty. Duties will be equitably distributed among all bargaining unit members at the school.

## Section 2. Work Year.

(a) The normal work year for teachers shall consist of 182 contiguous days.

(b) If the Committee is going to increase the teacher work year beyond 182 days, the Committee will negotiate the compensation for such extension with the Association. Nothing in this clause shall be construed to limit the Committee's ability to lengthen the school year. The only question open to bargaining shall be the compensation to be paid to the teachers.

(c) Additional Time for Professional Development

One day of the 182 day work year shall be for the purpose of Professional Development, except for teachers new to the Wilmington Public Schools who may be required to attend one additional day before the opening of school.

(d) On opening day, the District has a need and obligation to meet with staff to review start-of-the-year responsibilities, while also recognizing teachers' need to prepare their classrooms. To this end, the District will make all reasonable efforts to provide teachers with sufficient time on opening day for classroom preparation and related activities.

## ARTICLE XIX

### EVALUATION

Section 1. While total evaluation of a teacher's performance is not necessarily limited to observation in the classroom, all formal observations of classroom performance of a teacher will be conducted openly and with full knowledge of the teacher.

Section 2. Teachers will review, and on request be given, a copy of any evaluation report prepared by their evaluator. After such review the teacher will sign the report to indicate the fact that the review has been completed.

Section 3. The teachers will have the right to review the content of their personnel file upon request and make copies thereof. Excluded from this would be any document of a "confidential" nature received prior to employment.

Section 4. No material derogatory to a teacher's conduct or service or character will be placed in his/her personnel file unless the teacher has had an opportunity to review the material and affix his/her signature to the copy to be filed, with the understanding that the signature does not necessarily indicate concurrence with the contents thereof. The teacher will also have a right to submit a written answer to such material and have the answer reviewed by the Superintendent and affixed to the file copy.

Excluded from this would be material such as confidential references received at the time of the teacher's initial employment.

Section 5. In the event a teacher without professional teacher status is not to be recommended for re-election, the Superintendent or his/her designee will grant the individual teacher an interview on request for the purpose of discussing the reasons for such action.

Section 6. Appendix E shall be the Performance Standards and Evaluation Procedure document of the Wilmington Public Schools.

Section 7. Curriculum Team Leaders will serve as participants in the evaluation process. Title I Coordinator will assist in the process for reading teachers.

Section 8. In the event that a complaint is received by the administration concerning any employee covered by this contract, the employee will be notified of the existence of said complaint within ten (10) working days.

## ARTICLE XX

### EXTRACURRICULAR ACTIVITIES

Compensation for such activities is set forth in Appendix C and the principles establishing such ratios and the methods of review thereof are set forth under separate cover as agreed to by the parties. The enumeration of certain classes or types of extracurricular services or duties set forth in this schedule neither means that the Committee must continue these in existence nor is it intended to preclude the payment for any other extracurricular duties not specifically included therein.

Extracurricular activities involving additional income should, at the discretion of the Superintendent, be limited to no more than two types of activity per individual.

## ARTICLE XXI

### EDUCATIONAL ASSISTANTS

The Committee and the Association recognize that educational assistants are beneficial to the schools and will continue to employ educational assistants.

If there is a change in policy regarding the use of educational assistants in Pre-Kindergarten/Kindergarten, the matter will be discussed with the Association.

## ARTICLE XXII

### ALTERNATIVE EVENING SCHOOL/SUMMER SCHOOL

Section 1. In order to allow more school personnel to teach in Summer School, the Alternative Evening School and federally funded programs during the summer, no one will be allowed to teach more than four (4) successive summers in which school is held.

Section 2. In the event no other qualified person applies for a posted position, Section 1 (above) will not be in effect for that position.

Section 3. The policies and procedures regarding the training and placement of practice teachers for the regular school term shall be observed for the summer school term.

Section 4. Only those provisions of the contract in which the alternative evening school staff are identified are applicable to that staff. The positions covered by this Article include:

- a. Alternative Evening School Coordinator
- b. Alternative Evening School English Teacher
- c. Alternative Evening School Mathematics Teacher
- d. Alternative Evening School Social Studies Teacher
- e. Alternative Evening School Science Teacher

Section 5. The work year for the Alternative Evening School Coordinator shall be determined by the Superintendent. The work year for Alternative Evening School teachers shall be 72 hours of direct instruction and 32 hours of preparation time. The compensation rate for these positions are included in Appendix B.

Section 6. The Superintendent shall give consideration to the professional background and other attainments of all applicants. The position in the Wilmington Summer School or Alternative Evening School will be filled first by regularly appointed teachers in the Wilmington system (including new teachers who have been hired for the next school year) where, in the opinion of the Superintendent, those teachers possess qualifications equal to or superior to those of candidates from outside the Wilmington School System.

### ARTICLE XXIII

#### TRAVEL EXPENSES

Section 1. Teachers required to travel from one building to another as part of their regular duties and who do not receive any differential for these duties will receive a travel allowance to be determined as follows:

Less than 300 miles per year will be paid	\$50/year
300 miles but less than 500 miles	\$85/year
500 miles but less than 750 miles	\$125/year
750 miles or more	\$170/year

This allowance is payable in two (2) installments, December and June.

Section 2. For professional personnel required to travel out of town by car, such authorized travel on school business shall be reimbursed at the rate of twenty cents (\$.20) per mile.

### ARTICLE XXIV

#### ASSOCIATION RELEASE TIME

The President of the Association and the Chairperson of the Professional Rights and Responsibilities Committee (or a designated representative) shall have a combined availability of twenty (20) days to conduct Association business, upon approval of the Superintendent of Schools.

## ARTICLE XXV

### PROFESSIONAL GROWTH

Section 1. Teachers on maximum must earn three (3) graduate credits every three (3) years in order to receive a general wage increase applicable to teachers at the maximum. In-service credits, courses, seminars or workshops approved by the Superintendent may be used for this purpose. Twelve (12) hours of in-service work is the equivalent to one (1) graduate credit. New teachers must earn twelve (12) hours of in-service credit related to technology during their first three (3) years in Wilmington.

Teachers on the step scale must earn three (3) graduate credits, or their equivalent in in-service credits from courses, seminars or workshops, every three years. The courses, credits, seminars or workshops must be approved in advance by the Superintendent. The District will utilize the seniority list to determine when a teacher must meet the requirement. Teachers are required to submit evidence of the completion of this requirement by September 1.

In-service credits may be used for this purpose with twelve (12) hours inservice work being the equivalent of one graduate credit.

Should a teacher who has failed to meet these requirements fulfill the requirements during the next school year, he/she will be restored to his/her position on the salary schedule and will have lost only that one year increment. Should a teacher fulfill the requirements at a subsequent time, the teacher will progress one increment at a time. A teacher at maximum will be placed back on the schedule immediately upon completing the requirement.

Should the Wilmington School Department fail to offer in-service programs applicable for a given teacher's program and/or level in any school year, the plateau requirement to have taken or accumulated credits shall not apply to the subsequent school year in determining placement on the salary schedule.

Section 2. Compensation for advanced degrees shall become effective only on the September 1 of each year. Any educator who anticipates movement to a higher salary lane shall notify the superintendent of schools in writing not later than January 1<sup>st</sup> of the school year preceding the anticipated move. It shall be the educator's responsibility to ensure that he/she has provided all documentation to the superintendent's office by August 15<sup>th</sup> in order to be eligible to move to a higher salary lane for the upcoming school year. In the event that it is a summer course, once the educator provides documentation of completion, salary will be adjusted retroactively.

Section 3. In the event the Administration requests a teacher to take a specific course, consistent with the needs of the school system, the Committee, upon successful completion of the course, will pay for the course offering and any books required with respect thereto.

#### Section 4. Professional Development Committee

A. A Professional Development Committee (PDC) will be composed of three (3) teachers with one (1) representative from each level being elected by the teachers; one (1) teacher appointed by the Association; three principals, with one (1) representative from each

level appointed by the Superintendent and the Assistant Superintendent for Curriculum. The PDC will be co-chaired by a representative of the teachers and a representative of the administration. The WTA positions will have a 3-year term limit beginning in the 2014 school year. A member can only serve for one three-year term if he/she represents WTA.

#### B. Duties

1. The PDC will plan and organize professional development activities for the system which shall include recertification opportunities.
2. The PDC will operate under a budget for each school year and will recommend a professional development budget to the Superintendent for the following school year.
3. The PDC will review all requests and make a recommendation for reimbursement to the Superintendent based upon but not limited to the following criteria:
  - a. District, school, and individual goals;
  - b. Individual recertification needs;
  - c. Course appropriateness based upon teaching assignment;
  - d. Curriculum frameworks;
  - e. Previous reimbursement support given to the teacher;
  - f. In-service credit for activity;
  - g. Availability of funds.

#### C. Procedures

1. The professional staff member identifies a professional development program that could be of value and matches one or more of the criteria described above. For courses offered by Wilmington University, requests must be submitted 5 days before the program. The 5 day window may be waived with approval by the administration.
2. The professional staff member completes a PD Activity Request Form (electronic) and submits it to the building principal at least 5 business days in advance of the in-district PD activity. The principal and Co-chair of the Professional Development Committee review the request and indicate they have reviewed and recommend the request. The staff member will receive notification when the form has been reviewed. The form will next be reviewed by the Assistant Superintendent for approval. The staff member will receive email notification from the Assistant Superintendent when the request has been approved or denied.

For out-of-district professional development activities, the professional staff member must complete an Out-of-District PD Activity Request Form. The staff member must obtain the principal's approval and signature at least (10) business days in advance of an out-of-district program. Brochures or other descriptive material, completed registration

forms, and purchase orders (if needed) shall be attached to the request. In order to receive approval for in-service credit for external programs offered during the regular workday, the teacher completes the Proposal for In-service Credit. A maximum of twelve (12) in-service hours or one (1) in-service credit can be earned per request for professional development attended during the regular workday. For programs longer than twelve hours, however, additional in-service credits may be granted on a case-by case basis by the Professional Development Committee based upon the proposal for in-service credit. Proposals will be reviewed at the next regularly scheduled meeting of the Professional Development Committee; therefore, in some instances educators will submit requests for which a determination is not made prior to the date of the program. (For programs that combine duty and non-duty time deliver, the in-service credit for the non-duty time portion of the program would be in addition to the twelve hour maximum per request.)

For high school departments, the Requests are submitted to Curriculum Team Leader, Coordinator, or Liaison. Teachers who are members of specific K-12 programs submit the Request to their program supervisor. This person reviews the request and forwards it to the principal. All other Request forms are given directly to the principal.

3. The principal reviews the Request. If a specific funding source is available (e.g., a grant or a funded school initiative), that information, if known, should be provided on the Request. If a purchase order is required, it is prepared at the school and attached to the Request. If school PD funding is used, the PO will be generated at the school. If necessary, budget coding is completed at the Central Office.

The Principal then returns the Request to the teacher who forwards the packet to the Assistant Superintendent/Co-chair who makes the packets available to the Teacher Co-chair. After the Request has been approved/denied, an electronic copy of the Request will be provided to the staff member. Approval from the Superintendent/Assistant Superintendent must be obtained prior to attending the professional development activity. The Assistant Superintendent maintains the hard copy file of Requests for review by the Professional Development Committee for the current school year.

4. The Superintendent/Assistant Superintendent and the Committee's Co-chair approves or disapproves the Request using the same criteria, verifies any in-service credit to be granted, and completes information about funding, expense reimbursement and tuition reimbursement in accordance with Appendix A of the teachers' contract. The Superintendent can approve full or partial reimbursement of the expenses requested.

If the Superintendent or designee denies the Request, s/he informs the Committee of his/her decision in writing at the next monthly Committee



meeting. The decision of the Superintendent shall not be subject to grievance procedure and arbitration.

5. The form is processed by the Administrative Assistant to the Assistant Superintendent in the Central Office. An electronic copy will be made available to the staff member and a print copy will be provided to the Assistant Superintendent. The Assistant Superintendent maintains a file of Requests for the current school-year for review by the Professional Development Committee. The Central Office processes the purchase order and submits any needed registration. When the individual receives approval, he or she immediately contacts the substitute procurer to arrange for a substitute.
6. After attending the professional development program, the professional staff member submits documentation of attendance and successful completion and any receipts needed for reimbursement. If an In-service Proposal was approved, the staff member submits documentation of successful completion of the Proposal.
7. All documents will be stored electronically and made available to the staff member. Paper copies will be held at the Central Office for the school-year.
8. Credits will be awarded electronically once these documents have been reviewed by the Assistant Superintendent. Teachers will receive an email notification when credits have been awarded.

Section 5. The parties agree that teachers who volunteer to develop curriculum may earn either in-service credit for horizontal movement on the salary schedule or to be compensated at the rate of \$30.00 per hour, for work under the direction of the Superintendent or his/her designee.

The parties also agree that a timetable will be jointly developed for these activities to occur when school is not in session.

The Association will encourage participation in this endeavor, consistent with the timetable developed by the School Committee for the implementation of the strategic plan.

## ARTICLE XXVI

### EARLY RETIREMENT

This article is designed to preserve job opportunities for newly-hired teachers and to provide an incentive for qualified teachers who desire to retire early.

A teacher who has taught in Wilmington for twenty-five (25) years as of June 30 of the year in which he/she retires from the Wilmington School System shall be entitled to receive in that final year \$5,000 above the applicable salary schedule in that final year of teaching. In

addition, the sick leave buyback for such a teacher provided for in Article VI, Section 5, paragraph 3 will be at the rate of \$20.00 per day rather than the normal rate of \$15.00 per day.

Persons seeking this incentive pay must notify the School Department in writing by December 1 of the year prior to the calendar year in which they would intend to retire in order that appropriate funding may be arranged in that school year's budget. Payment shall be made no later than the time at which sick time buy back payment is made pursuant to Article VII, Section 5.

## ARTICLE XXVII

### REDUCTION IN FORCE (RIF)

A. If the Committee in its discretion determines, pursuant to its legal responsibility to make such decisions, that a reduction in the number of teachers employed is necessary, or that a particular type of teaching service should be discontinued the following policy for reduction in personnel will be used:

1. Inasmuch as possible, normal attrition will be used. That is, teachers who resign will not be replaced if there are qualified teachers available in the district.
2. Teachers not holding a regular Massachusetts Teaching License will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
3. Teachers who are not under contract or who are on temporary status will be laid off next, provided there are fully qualified, fully certified permanent teachers to replace and perform all of the needed duties of the laid off teachers.
4. If further reduction is still necessary, then teachers without professional teacher status, with the least number of years teaching in the Wilmington Public School System will be laid off next, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers. The area of assignment shall determine whether there are fully qualified, full certified teachers to replace and perform all the needed duties of a laid-off teacher. Areas shall be defined as elementary (K-6) and secondary (6-12). No unit member shall be involuntarily transferred from one area to another.  
  
Unit members in a K-12 discipline such as Art, Music, Counseling, physical education, special education and reading can be assigned to either of the two areas by action of the Superintendent as specified in Article XIV, Section 4.
5. The order of layoffs for professional teacher status teachers within disciplines shall be determined based on the teachers' qualifications, which shall mean job performance, as reflected in the past ten (10) years

of summative evaluation ratings as compared to other teachers' past summative evaluation ratings for the same period; degrees; certifications; and the best interests of students in the school or district. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient. Prior to implementing a reduction in force, the Superintendent shall inform the Association President of the RIF decision.

B. In the event it becomes necessary to reduce the number of teachers with professional teacher status, they shall be laid off according to the following procedure:

1. Teachers may be laid off on a departmental basis in the secondary schools (district-wide departments).
2. Elementary teachers may be laid off by "department" with the following groups defined as departments: pre-school and/or Pre-Kindergarten/Kindergarten, elementary art, elementary vocal music, elementary instrumental music, elementary physical education, elementary librarians, elementary classroom teachers, elementary counselors, elementary reading teachers and special education teachers.
3. In reaching a decision the following criteria will be followed in the order listed:
  - a. Seniority in the district shall be based upon:
    - 1) The effective date of such employment
    - 2) The date of Committee approval of employment
    - 3) Part-time employment, sabbatical, military, and maternity leave shall not be considered as interruption of years of service. Seniority for all other approved leaves shall be computed from the first day of employment minus the time of such leaves
  - b. Written evaluation on file in the central office
  - c. Qualifications as determined by:
    - 1) Areas of certification
    - 2) Major or minor

C. Recall

1. Any teacher with professional teacher status who has been laid off, pursuant to this Article, shall be subject to recall for a period of two (2) years measured from the first day of the school year the layoff is in effect. This period shall be extended to include the first work day of the school year following the two year period.

2. Teachers shall be recalled in the reverse order of layoff for those positions which they are certified to fill. A teacher on recall shall be eligible to remain in the health insurance and life insurance programs in effect at that time provided that the teacher pays 100 per cent of the premiums.
3. The teacher, the Association and the Committee agree that the teacher, for the period of recall, will be treated as if the teacher were on a leave of absence without pay.

## ARTICLE XXVIII

### SEPARABILITY AND SAVINGS

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

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

It is acknowledged by and between the parties that Article III, Section 6 (as it is carried over from the 1972-73 collective bargaining agreement between the parties and set forth below and incorporated herein)<sup>1</sup> could become the subject of litigation unless supplementary legislation is passed. In such event, the parties agree to be bound by the decision of a tribunal of competent jurisdiction, such decision shall be the sole remedy for the contractual term hereunder.

## ARTICLE XXIX

### HEALTH AND SAFETY

The School Committee will strive to provide students and teachers with safe and healthful schools.

## ARTICLE XXX

---

1 1972 Agreement, Article III, Section 6:

"Should a professional employee covered by this contract die while in the employ of the Wilmington School Committee, all accumulated sick leave, not to exceed one hundred eighty (180) days, shall be paid to his estate or other legal representative."

JUST CAUSE

No teacher with professional teacher status shall be suspended or dismissed for disciplinary reasons without just cause. It is understood that the Association may arbitrate disciplinary actions by either the Contract or the Law, but not both.

ARTICLE XXXI

DURATION

Section 1. This Agreement is a complete agreement between the parties covering all subjects of bargaining for the term hereof.

The Committee shall not be under an obligation to negotiate with the Association any modifications or additions to this Agreement which are to become effective during the term hereof.

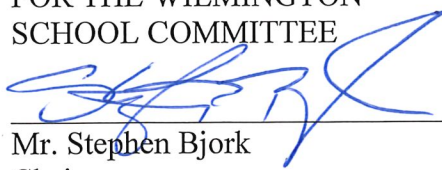
In the event that agreements are mutually reached on a voluntary basis between the Committee and the Association or pursuant to the provisions of Article I, Section 3, they will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Agreement.

Section 2. This Agreement shall become effective as of September 1, 2018 and shall continue in full force and effect to and including August 31, 2021 and shall thereafter automatically renew itself for successive one year terms unless by the October 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this Agreement.

If the Committee and the Association have failed to reach agreement by December 1, they jointly or either of them separately may petition the State Board of Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of General Laws Chapter 150E.

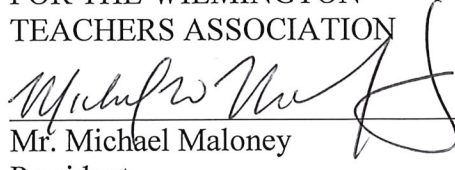
IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this D.

FOR THE WILMINGTON  
SCHOOL COMMITTEE

  
\_\_\_\_\_  
Mr. Stephen Bjork  
Chairman

5-15-18  
\_\_\_\_\_  
Date

FOR THE WILMINGTON  
TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Mr. Michael Maloney  
President

5-15-2018  
\_\_\_\_\_  
Date

APPENDIX A  
SALARY SCHEDULES

<b>FY19</b>								
Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	45,652	46,792	50,216	51,359	52,500	53,963	55,427	54,782
2	47,933	49,078	52,728	53,866	55,010	56,475	57,939	57,293
3	50,328	51,359	55,361	56,509	57,876	59,336	60,800	59,347
4	52,845	53,638	58,135	59,273	60,258	61,724	63,186	61,630
5	55,492	55,921	61,038	62,179	63,318	64,783	66,247	63,913
6	58,264	59,347	61,931	63,318	64,460	65,924	67,388	66,196
7	61,177	61,630	65,736	66,879	68,023	69,484	70,947	69,618
8	64,237	65,055	68,476	69,618	70,759	72,224	73,687	71,900
9	66,197	67,338	70,759	71,900	73,046	74,507	75,969	74,184
10	70,223	71,525	74,819	76,117	77,675	79,161	80,644	79,958
11	74,251	75,715	78,878	80,336	82,307	83,812	85,320	85,730

<b>FY20</b>								
Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	47,022	48,196	51,722	52,900	54,075	55,582	57,090	56,425
2	49,371	50,550	54,310	55,482	56,660	58,169	59,677	59,012
3	51,838	52,900	57,022	58,204	59,612	61,116	62,624	61,127
4	54,430	55,247	59,879	61,051	62,066	63,576	65,082	63,479
5	57,157	57,599	62,869	64,044	65,218	66,726	68,234	65,830
6	60,012	61,127	63,789	65,218	66,394	67,902	69,410	68,182
7	63,012	63,479	67,708	68,885	70,064	71,569	73,075	71,707
8	66,164	67,007	70,530	71,707	72,882	74,391	75,898	74,057
9	68,183	69,358	72,882	74,057	75,237	76,742	78,248	76,410
10	72,330	73,671	77,064	78,401	80,005	81,536	83,063	82,357
11	76,479	77,986	81,244	82,746	84,776	86,326	87,880	88,302

<b>FY21</b>								
Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	48,433	49,642	53,274	54,487	55,697	57,249	58,803	58,118
2	50,852	52,067	55,939	57,146	58,360	59,914	61,467	60,782
3	53,393	54,487	58,733	59,950	61,400	62,949	64,503	62,961
4	56,063	56,904	61,675	62,883	63,928	65,483	67,034	65,383
5	58,872	59,327	64,755	65,965	67,175	68,728	70,281	67,805
6	61,812	62,961	65,703	67,175	68,386	69,939	71,492	70,227
7	64,902	65,383	69,739	70,952	72,166	73,716	75,267	73,858
8	68,149	69,017	72,646	73,858	75,068	76,623	78,175	76,279
9	70,228	71,439	75,068	76,279	77,494	79,044	80,595	78,702
10	74,500	75,881	79,376	80,753	82,405	83,982	85,555	84,828
11	78,773	80,326	83,681	85,228	87,319	88,916	90,516	90,951

APPENDIX B

OTHER DIFFERENTIALS

1. Classification A:

<u>Position</u>	<u>Stipend</u>		
	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Coordinator of Student Services	\$ 7,428.00	\$ 7,428.00	\$ 7,428.00
CTL (Curriculum Team Leader)	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00
ELL CTL (Curriculum Team Leader)	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00
Liaison (Art, Music and Physical Education)	\$ 3,926.00	\$ 3,926.00	\$ 3,926.00
Title I Coordinator	\$ 5,306.00	\$ 5,306.00	\$ 5,306.00
Elementary Math Leader	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00
Elementary Language Arts Leader	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00
MCAS Leader	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00
Team Leaders (Middle School) (11)	\$ 1,167.00	\$ 1,167.00	\$ 1,167.00
Sped Team Chairperson	\$ 3,184.00	\$ 3,184.00	\$ 3,184.00
K-5 STEM Coordinator	\$ 5,587.00	\$ 5,587.00	\$ 5,587.00

Middle School Guidance Counselors, High School Guidance Counselors and Guidance CTL shall be paid at a per diem rate of pay for each of the five days of guidance work that is done during the summer.

2. Alternative Evening School

- a. Alternative Evening School Coordinator: Rate below/hour for each hour worked.
- b. Alternative Evening School Teachers: Rate below/hour for seventy-two (72) hours of district instruction per year, and rate below per hour for thirty-two (32) hours of preparation time per year.

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Alternative Evening School Coordinator	\$31.85	\$31.85	\$31.85
Alternative Evening School Teachers	\$26.50	\$26.50	\$26.50

A committee consisting of three members selected by the WTA and three (3) members selected by the Administration shall be formed to evaluate proposals for new Appendix C positions. The committee will review each new activity at the end of the first year to determine if the activity should be funded for a second year. The committee will review each new activity at the end of the second year to determine if the activity should be made part of Appendix C and what the proper tier placement is for the activity.

APPENDIX C

EXTRA-CURRICULAR ACTIVITIES

SALARIES

**7. Appendix C**

Athletics

Extra Curricular

FY 19	1-3 Years	4-6 Years	7+ Years
Tier 1	\$ 8,866	\$ 9,393	\$ 10,045
Tier 2	\$ 5,171	\$ 5,522	\$ 5,874
Tier 3	\$ 3,095	\$ 3,323	\$ 3,542

FY 19	1-3 Years	4-6 Years	7+ Years
Tier A	\$ 3,095	\$ 3,323	\$ 3,542
Tier B	\$ 1,476	\$ 1,566	\$ 1,677
Tier C	\$ 771	\$ 824	\$ 871

FY 20	1-3 Years	4-6 Years	7+ Years
Tier 1	\$ 9,575	\$ 10,144	\$ 10,850
Tier 2	\$ 5,584	\$ 5,964	\$ 6,344
Tier 3	\$ 3,342	\$ 3,589	\$ 3,826

FY 20	1-3 Years	4-6 Years	7+ Years
Tier A	\$ 3,342	\$ 3,589	\$ 3,826
Tier B	\$ 1,594	\$ 1,692	\$ 1,812
Tier C	\$ 832	\$ 889	\$ 941

FY 21	1-3 Years	4-6 Years	7+ Years
Tier 1	\$ 9,575	\$ 10,144	\$ 10,850
Tier 2	\$ 5,584	\$ 5,964	\$ 6,344
Tier 3	\$ 3,342	\$ 3,589	\$ 3,826

FY 21	1-3 Years	4-6 Years	7+ Years
Tier A	\$ 3,342	\$ 3,589	\$ 3,826
Tier B	\$ 1,594	\$ 1,692	\$ 1,812
Tier C	\$ 832	\$ 889	\$ 941

	FY 19	FY 20	FY21
Tutor	\$ 27.59	\$ 27.59	\$ 27.59
Detention	\$ 15.92	\$ 15.92	\$ 15.92



### TIER 1

Head Varsity Coach, H.S. Football, Boys (1)

### TIER 2

Head Varsity Coach, H.S. Baseball (1)  
Head Varsity Coach, H.S. Basketball, Boys (1)  
Head Varsity Coach, H.S. Basketball, Girls (1)  
Head Varsity Coach, H.S. Field Hockey (1)  
Head Varsity Coach, H.S. Gymnastics (1)  
Head Varsity Coach, H.S. Ice Hockey, Boys (1)  
Head Varsity Coach, H.S. Ice Hockey, Girls (1)  
Head Varsity Coach, H.S. Softball, Girls (1)  
Head Varsity Coach, H.S. Soccer, Boys (1)  
Head Varsity Coach, H.S. Soccer, Girls (1)  
Head Varsity Coach, H.S. Track, Spring, Boys (1)  
Head Varsity Coach, H.S. Track, Spring, Girls (1)  
Head Varsity Coach, H.S. Track, Winter, Boys (1)  
Head Varsity Coach, H.S. Track, Winter, Girls (1)  
Head Varsity Coach, H.S. Volleyball (1)  
Head Varsity Coach, H.S. Wrestling (1)  
Head Varsity Coach, H.S. Golf (1)  
Head Varsity Coach, H.S. Tennis, Boys (1)  
Head Varsity Coach, H.S. Tennis, Girls (1)  
Head Varsity Coach, H.S. X-Country (1)  
Head Varsity Coach, H.S. Lacrosse, Boys (1)  
Head Varsity Coach, H.S. Lacrosse, Girls (1)  
Head Coach, H.S. Freshman Football (1)  
H.S. Football – 1<sup>st</sup> Asst. (2)  
H.S. Trainer – Fall (1)  
H.S. Trainer – Winter (1)  
H.S. Trainer – Spring (1)

### TIER 3

H.S. Asst. Baseball (1)  
H.S. Asst. Basketball, Boys (1)  
H.S. Asst. Basketball, Girls (1)  
H.S. Asst. Field Hockey (1)  
H.S. Asst. Football, 2<sup>nd</sup> (1)  
H.S. Asst. Gymnastics (1)  
H.S. Asst. Ice Hockey, Boys (1)  
H.S. Asst. Ice Hockey, Girls (1)  
H.S. Asst. Softball (1)  
H.S. Asst. Track Coach, Boys/Girls, Spring (1)  
H.S. Asst. Track, Spring, Boys (1)  
H.S. Asst. Track, Spring, Girls (1)  
H.S. Asst. Track, Winter, Boys (1)  
H.S. Asst. Track, Winter, Girls (1)  
H.S. Asst. Soccer, Boys (1)  
H.S. Asst. Soccer, Girls (1)  
H.S. Freshman Soccer, Boys (1)  
H.S. Freshman Soccer, Girls (1)  
H.S. Girls' Freshman Volleyball Coach (1)  
H.S. Asst. Volleyball (1)  
H.S. Asst. Wrestling (1)  
H.S. Freshman Baseball (1)  
H.S. Freshman Basketball, Boys (1)  
H.S. Freshman Basketball, Girls (1)  
H.S. Faculty Manager - Fall (1)  
H.S. Faculty Manager – Winter (1)  
H.S. Faculty Manager – Spring (1)  
H.S. Freshman Asst. Football (1)  
H.S. Freshman Softball (1)  
Coach, Freshman Field Hockey (1)  
H.S. Asst. Athletic Trainer – F (1), W (1), S (1)  
JV H.S. Lacrosse, Boys (1)  
JV H.S. Lacrosse, Girls (1)  
H.S. Football Cheerleading (1)  
H.S. Basketball Cheerleading (1)  
\*Ski Club Coach (2)

\*Grandfather incumbents at their current level of Tier 2.

## TIER A

H.S. Academic Decathlon (1)  
H.S. Art Club Advisor (1)  
H.S. Band Concert Leader (1)  
H.S. Chorus Advisor (1)  
H.S. D.E.C.A. Advisor (1)  
H.S. Drama Club Advisor (1)  
H.S. Environmental Club Advisor (1)  
H.S. Marching Bandmaster (1)  
H.S. Mentor Club Advisor (1)  
H.S. Model U.N./Debate Club Advisor (1)  
H.S. Newspaper Advisor (1)  
H.S. Science Club Advisor (1)  
H.S. Senior Class Advisor (1)  
H.S. Strings Leader (1)  
H.S. Student Council Advisor (1)  
H.S. Yearbook Advisor (1)  
M.S. Drama Club Advisor (1)  
M.S. Newspaper Advisor (1)  
M.S. Student Council Advisor (1)  
M.S. Yearbook Advisor (1)  
M.S. Art Club Advisor (1)

## TIER B

\*Elementary Band Leader (1)  
Elementary Strings Concert Leader (1)  
\*\*Intermediate Mathematics Olympiad Coach  
(2 per each intermediate school)  
H.S. Gay/Straight Alliance Advisor (1)  
H.S. Best Buddies Club Advisor (1)  
H.S. Foreign Language Club Advisor (1)  
H.S. Math League Advisor (1)  
H.S. Mock Trial Club Advisor (1)

\*Grandfather incumbents at their current level of one-half Tier A.

\*\* Tier B with stipulation that Coaches attend Olympiad events

The Parties agree to a joint labor-management committee consisting of an equal number of participants from the Association and the administration for the purposes of reviewing current stipendiary positions and reassessing the progress towards meeting average league stipends. This process will take place during the 2018-2019 school year.

H.S. National Honor Society Advisor (1)  
H.S. P.E.A.C.E. Advisor (1)  
H.S. S.A.D.D. Advisor (1)  
H.S. Local Heroes Club Advisor (1)  
H.S. Underclassmen Advisor (3)  
M.S. Best Buddies Club Advisor (1)  
M.S. Chorus Advisor (1)  
M.S. Homework Club Advisor (1)  
M.S. Library Media Support Advisor (1)  
M.S. Math Club Advisor (1)  
M.S. Mentor Adventure Club Advisor (1)  
M.S. Music Ensemble Advisor (3)  
M.S. S.A.D.D. Advisor (1)

## TIER C

Anime Club Advisor (1)  
Community Service Club Advisor (1)  
H.S. Digital Photography Club Advisor (1)  
H. S. Literary Magazine Advisor (1)  
M.S. F.S.E.A. Club Advisor (1)  
M.S. Intramural, Fall (2)  
M.S. Intramural, Winter (2)  
M.S. Intramural, Spring (2)  
M.S. Technology/Media Club Advisor (3)  
National Junior Honor Society Advisor (1)  
Pre-School Screening (1)  
Women's Study Club (1)

APPENDIX D

MEMORANDUM OF AGREEMENT

In order to solve the grievances filed over the denial of in-service credits for participation in Talents Unlimited and other workshops, the Wilmington Teachers Association and the Wilmington School Department agree to the following terms:

1. This agreement shall not supersede Article XXIV of the existing agreement, although it shall clarify and amend it.

2. In-service credits shall be granted within the guidelines of Article XXIV Section 2 of the existing agreement for attendance at approved workshops, conferences, seminars, and courses (all hereinafter referred to as programs) participated in outside regular working hours as well as for such programs participated in during regularly scheduled school system early release days.

3. Programs provided by the school district, in addition to regularly scheduled in-service programs, during regular working hours at no cost to employees shall not be eligible for in-service credits. Instead, employees who participate in such programs shall receive a certificate of attendance stating the nature of the program and the actual number of hours of instruction. Additionally, the school system shall establish a file for each employee so that this information might be processed for recertification purposes and other appropriate reasons. This file will be consistent with state guidelines for recertification.

4. The Administration shall establish a file and issue a certificate of attendance, as referenced in #3 of this agreement, for each employee who has attended Talents Unlimited from September 1992 on.

5. In-service credits can be earned for programs outside the school system attended during regular working hours provided the employee agrees to share knowledge gained through these programs with appropriate team or department members. The method of sharing the information shall be described in a statement on the application for in-service credit.

6. Granting in-service credits for any purpose other than those outlined in Article XXIV of the existing agreement or this Memorandum of Agreement shall be bargained with the Association.

/s/ Joseph V. Kleponis  
Association Representative

/s/ Geraldine A. O'Donnell  
Superintendent of Schools

February 28, 1994

February 15, 1994

## APPENDIX E

### PERFORMANCE STANDARDS AND EVALUATION PROCEDURES

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- (2) Definitions
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- (26) General Provisions

## PREAMBLE

The parties agree that upon ratification by both parties this "Evaluation Agreement" shall replace Appendix E and F of the existing agreement between the Wilmington School Committee and the Wilmington Teachers' Association and shall at the start of the 2013-2014 school year become the vehicle for evaluating personnel covered by the agreement. Further, the parties agree that, except as specifically modified by the new evaluation language, they reserve any rights and/or privileges that they may have under the existing agreement or Massachusetts law.

### 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

### 2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Mutually agreed upon measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
    - (a) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.

- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include recommended activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) All evaluators shall be:
    - (a) Trained in the principles of supervision and evaluation,
    - (b) Have expertise in the subject matter and/or areas to be evaluated.
    - (c) Be currently certified according to 603 CMR 7.10 (34) through (38).
    - (d) Curriculum Team Leaders/District Coordinators are participants in the evaluation process.



- (e) Title I Coordinator will assist in the process for Reading Teachers.
  
- ii) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  
- iii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator.
  
- iv) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  
- v) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. The Evaluator may be changed upon request of the Educator. A list of all evaluators will be forwarded to the President of the Association prior to the commencement of each year.
  
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

This process typically takes place at mid-cycle, but may be scheduled at another time with the agreement of the Evaluator and the Educator.

- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less than 10 minutes, by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties:** The parties to this agreement are the Wilmington School Committee and the Wilmington Teachers' Association that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the

Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as

provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

- DD) **\*Trends in student learning:** At least three years of data beginning with the date determined by the ESE from the mutually agreed upon district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility. The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
- B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of any duration but not less than 10 minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products as submitted by both the Evaluator and the Educator.
  - iv) Examination of student work samples as submitted by both the Evaluator and the Educator.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback as proposed by the state regulations of June 30, 2013– see # 23-24 below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Parties agree to adopt the state provided rubrics. At the end of the year, parties will review rubrics for possible revisions.

5) **Evaluation Cycle: Training**

Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent and the Association shall mutually determine the type and quality of training based on guidance provided by ESE.

- A) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - iv) The participants will evaluate the effectiveness of this process as a means of providing constructive feedback to the Superintendent and the Association.
- B) All new teachers will have training in the Evaluation Cycle and SMART goal development as part of their New Teacher Induction Program.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by the dates specified on the Evaluation Calendar, using the forms supplied in the appendix.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directly related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the primary or supervising evaluator will meet with each Educator by the dates specified on the Evaluation Calendar to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional



practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
- vi) The district will provide educators with the strategic plan, district-wide goals, and individual school improvement goals upon approval by the School Committee or when finalized. These documents may be provided electronically.

**8) Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. (See # 22 below). The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) In conjunction with the Evaluator, goals shall be set by individual educators, teams, departments or groups of educators.
    - (a) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by the dates specified on the Evaluation Calendar of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- (b) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by the dates specified on the Evaluation Calendar.
- (c) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by the dates specified on the Evaluation Calendar. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least two unannounced observations and one announced observation during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations and one announced observation.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by the dates specified on the Evaluation Calendar. Observations required by the Educator Plan should be completed by the dates specified on the Evaluation Calendar. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) **Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations for the purpose of evaluation and shall be no less than 10 minutes long.
- ii) No unannounced observations will take place on a day before or after a vacation or holiday.
- iii) The Educator will be provided with brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email or placed in the Educator's school mailbox.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30

school days. The Educator shall be given a written feedback that describes the concerns and actions needed to improve his/her performance.

- v) The Educator shall have the opportunity to write a response to the observation within five (5) school days of receiving the Evaluator's written feedback.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Announced observations shall be at least 30 minutes in duration.

- (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) No announced observations will take place on a day before or after a vacation or holiday.

- (c) Within four (4) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation if necessary.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (d) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the

Educator, but shall be rescheduled whenever possible within one (1) school day.

(e) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement. Identified resources shall be provided by the district.

(4th) State that the Educator is responsible for addressing the need for improvement.

(f) The Educator shall have the opportunity to write a response to the observation within five (5) school days of receipt of the Evaluator's written feedback.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous

summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by the dates specified on the Evaluation Calendar.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox, no later than the dates specified on the Evaluation Calendar.



- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the dates specified on the Evaluation Calendar.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by the dates specified on the Evaluation Calendar.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by the dates specified on the Evaluation Calendar. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development

and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.

- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator and the Association to discuss the Improvement Plan. The Evaluator in

conjunction with the Association will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance /resources that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the evaluator assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator may place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator may recommend to the superintendent that the Educator be dismissed.

**20.** Timelines: Actual calendar dates will be assigned upon publication of approved School Committee school calendar for each school year. An updated timeline for each school year will normally be provided on the first day of each school each year, but no later than the first two (2) weeks of school. School cancellations will change calendar dates. In the event of more than 3 school cancellation days, a revised calendar of dates will be provided.

### EVALUATION CALENDAR (One-Year Plans\*\*)

Activity:	Completed By: (School day number)	School Calendar Dates (2012-2013 Dates used as example)
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	15 <sup>th</sup> school day	September 19
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	25 <sup>th</sup>	October 3
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	35 <sup>th</sup>	October 18
Evaluator completes Educator Plans	45 <sup>th</sup>	November 1
Evaluator should complete first observation of each Educator	55 <sup>th</sup>	November 19
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	80 <sup>th</sup>	January 4
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	100 <sup>th</sup>	February 4
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	110 <sup>th</sup>	February 25
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	130 <sup>th</sup>	March 25
Evaluator completes remaining required observations of each Educator	140 <sup>th</sup>	April 9
Evaluator completes Summative Evaluation Report	150 <sup>th</sup>	April 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	160 <sup>th</sup>	May 14
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	170 <sup>th</sup>	May 29
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	170 <sup>th</sup>	May 29

***\*\*For those Educators hired after September 15<sup>th</sup>, a modified Evaluation Calendar shall be developed between the Evaluator and the Educator.***

**Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	150 <sup>th</sup> day of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	170 <sup>th</sup> day of Year 2
Evaluator and Educator sign Summative Evaluation Report	170 <sup>th</sup> day of Year 2

**A) Educators on Plans of Less than One Year**

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures in the first school year at the outset of this Agreement, and the remaining 50% or fewer evaluated under the new procedures the following school year.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the Superintendent and the President of the Association will identify the start of the evaluation cycle for each educator.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**



- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.